Request for Proposals: 2024-11-P

Certification Training Registry /
Learning Management System

Issue Date: Thursday May 16, 2024

RFP Closing Date: Thursday June 13, 2024 before 2:00pm (NL Time)

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SECTION 1 – OVERVIEW AND SCOPE OF SERVICES

1.1   Request for Proposal Summary

The Workplace Health, Safety and Compensation Commission ("WorkplaceNL") is inviting prospective Applicants to submit proposals for a Certification Training Registry/ Learning Management System ("CTR/LMS") cloud-based solution. This should include a cloud-based, software solution that offers a registry and learning management system with account-based registrations, course catalogues, and notification features, including help desk support.

WorkplaceNL reserves the right to contract with one provider of services or to contract with separate providers, as required, to provide the required services. The term of the agreement will be for a period of 60 months. WorkplaceNL will, in its sole discretion, have an option to extend the agreement for an additional term of 60 months on the same terms and conditions. Should needs be identified or conditions change during the original agreement, the needs and/or conditions may be addressed in the Extension Agreement.

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 included in the proposed solution, will result in rejection of the proposal.

Services: Includes but is not limited to, all relative functions for a Certification Training Registry ("CTR") / Learning Management System ("LMS") cloud-based solution (the "CTR/LMS").

1.3   Intent

The purpose of this RFP is to invite Applicants to submit proposals for WorkplaceNL's required CTR/LMS solution to manage learner records and approve training providers and trainers under the certification training standards within the province of Newfoundland and Labrador. The CTR/LMS solution will maintain certification training "course offering" data and issue training certificates. It must also include the provision of course catalogues for Occupational Health and Safety ("OHS") education, enabling employers and learners the ability to register for workshops and webinars, and complete online courses.

WorkplaceNL is seeking proposals from Applicants with commercial cloud-based software solutions for establishing and maintaining training registry records that will include, but not be limited to, course offerings, training provider and trainer information, and certificates of completion that can be accessed in real time via a web-based interface. The CTR/LMS solution could be comprised of several functional modules from multiple vendors.

1.4   Background

1.4.1   WorkplaceNL

WorkplaceNL provides services to employers, injured workers and their dependents, and the public through the administration of the **Workplace Health, Safety and Compensation Act, 2022** (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 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).

WorkplaceNL has legislative responsibility to promote public awareness of workplace health and safety through the following:

- Educate employers, workers and other persons about workplace health and safety;
- Develop standards for the certification of persons required to be certified under the Occupational Health and Safety Act;
- Approve training programs for certification; and
- Certify persons who meet the standards.

1.4.2   Certification Training Standards / Learning Management

Certification training standards ensure that workers are provided with the knowledge, skills, and competencies to perform high-risk activities safely in the workplace. Furthermore, such standards ensure that training providers and trainers are delivering a high quality of instruction with documented learning outcomes.

WorkplaceNL develops legislatively required and voluntary certification training standards and currently administers the following standards:

- First Aid
- Fall Protection
- Power Line Hazards
- Confined Space Entry
- OHS Committee, Worker Health and Safety ("WHS") Representative / Designate
- Traffic Control Person
- Supervisor Health and Safety (Voluntary)
- Mine Rescue
- Musculoskeletal Injury ("MSI") Prevention (Voluntary)
- Occupational Diving (Surface Attendant)

WorkplaceNL also offers its stakeholders a catalogue of online learning courses to advance learning in occupational health and safety and disability management. A learning management system is required to manage the current suite of courses, and to develop and maintain new courses.

WorkplaceNL is seeking proposals from Applicants for both a certification training registry and a learning management system.

1.4.3   Certification Training Registry / Learning Management System

WorkplaceNL's current CTR/LMS solution provides a central location for workers and employers to maintain certification training records and to participate in online learning. Training providers and WorkplaceNL use the CTR/LMS solution to create course offerings and issue certificates of completion. Trainers take attendance of scheduled courses and employers create a network that links their trained workers to their account. The solution also enables training providers to establish a network of approved trainers that they have in their employ. The procedures to create both the employer and training provider networks are defined within this document along with the process to apply to be an approved trainer.

The CTR/LMS solution provides WorkplaceNL with a digital solution to manage all aspects of the certification training standards and online learning and fulfill its legislative and regulatory mandate.

1.4.4   Certification Training Registry Users

There will be multiple users of the CTR/LMS solution. All users will be required to create an account, and once the account is created, they must be assigned roles.

There are two types of registrations that must occur: 1) User Registration and 2) Course Registration.

1.   **User Registration** is where the user creates an account and conducts activity within the CTR/LMS solution. **Table 1** lists the six classifications of CTR/LMS users:

Table 1 – CTR/LMS User Classifications

User Classification		Description	Number of CTR/LMS Accounts
1	Learners	Create a user account where they can search and register for training; view training completed; view, print and save training certificates; complete online self-paced courses and participate in webinars. This group requires the ability to search course offerings; register for courses including legislated certification training,	209,785

	User Classification	Description	Number of CTR/LMS Accounts
		online courses, webinars and workshops; view their completed certificates; receive reminders of expiry of certification and share their course information with their employer.	
2	Employers	Create a user account; link to learners and monitor learner training. Employer administrators can create other accounts within the employer's network for access.	1,094
3	Training Providers	Create an account; create course offerings and add trainers to their training provider account. The training provider network is created by WorkplaceNL, once created, training providers can link approved Trainers and create course offerings. Training provider administrators can create other accounts within the training provider's network for access.	272
4	Trainers	Create an account; view courses that they are certified to instruct; take attendance and assign pass or fail for the learners.	564
5	Enforcement Occupational Health and Safety Officers	Search users for confirmation of certification.	75
6	WorkplaceNL Staff	Manage all aspects of the CTR/LMS solution, including user account management. This role will be the highest level of access in the CTR/LMS solution and will be able to view and facilitate all the functions within the CTR/LMS solution.	15

Data as of: 2024-02-19

2. **Course Registration** is where a user searches, registers for, and obtains a certificate for a completed course.

1.4.5 Current Certification Training

Approximately, 428,800 certification training certificates (**Table 2**) have been issued under 10 certification training standards as of February 2024.

Table 2 – Training Certificates Issued / Certification Standard

Certification Training Standard		Average Number of Training Certificates Issued / Year (2018-2023)	Total Number of Training Certificates Issued
1	First Aid	18,340	137,872
2	Fall Protection	10,536	88,540
3	Power Line Hazards	8,645	75,611
4	Confined Space Entry	6,213	53,188
5	Traffic Control Person	2,897	24,981
6	OHS Committee, WHS Representative / Delegate	5,733	42,416
7	Supervisor Health and Safety (Voluntary)	926	5,819
8	Mine Rescue	22	181
9	MSI Prevention (Voluntary)	24	165
10	Occupational Diving (Surface Attendant) (WorkplaceNL has not issued new certifications for Occupational Diving in the last 6 years)	0	60
	Total	**53,336**	**428,833**

Data as of: 2024-02-19

At the end of January 2024, there were 272 training providers and 564 trainers approved by WorkplaceNL.

1.4.6 General OHS Education

WorkplaceNL also provides OHS education through webinars, online self-paced courses and workshops to learners.

1.4.7   **Current OHS Education**

Approximately 26,400 certification training certificates (**Table 3**) have been issued for the webinars, online self-paced courses and workshops.

Table 3 – Training Certificates Issued / OHS Education

	OHS Education Type	Average Number of Training Certificates Issued / Year (2018-2023)	Total Number of Training Certificates Issued
1	Webinars	2,829	17,071
2	Online Self-Paced Courses	1,013	6,640
3	Workshops	247	2,744
	Total	**4,089**	**26,455**

Data as of: 2024-02-19

WorkplaceNL may be shifting from webinars to online self-paced courses over the coming years.

1.4.8   **Current Web Application Environments**

WorkplaceNL has several online services for workers, employers, health care providers, training providers and trainers which are accessed through WorkplaceNL's website. The web portal (Connect) is used by employers and health care providers for accessing web services. MyWorkplaceNL is a client service portal used by injured workers to provide claim related information. The CTR/LMS solution is used by workers and employers to find and register for certification training and OHS education, complete online self-paced courses; participate in webinars, and access training certificates. WorkplaceNL has four interfaces with its current CTR/LMS solution for the extraction of information for use in its internal systems.

1.5   Scope of Work

1.5.1   Summary

WorkplaceNL is seeking the following services:

1. Cloud Hosted CTR/LMS Solution and Infrastructure (Production and Development / Testing Instances);
2. Upload / Extract Interface Development;
3. Report Development;
4. Data Conversation / Migration Services;
5. Backup and Recovery Services;
6. Patch Management / Software Version Update Services;
7. Train-the-Trainer Session(s); and
8. Tier 2 Service Desk Support.

1.5.2   CTR/LMS Solution Requirements

WorkplaceNL's CTR/LMS solution requirements are identified in **Appendix D** for the functional / non-functional categories listed in **Table 4**.

Table 4 – Functional / Non-Functional Requirements

Category		Functional / Non-Functional Requirements
1	Overall Solution	Functional
2	User Registration	Functional
3	Learners	Functional
4	Employers	Functional
5	Training Providers	Functional
6	Trainers	Functional
7	Enforcement Occupational Health and Safety Officers	Functional
8	WorkplaceNL Staff	Functional
9	Learning Management System	Functional
10	Reports	Functional
11	Interfaces	Functional
12	Security	Functional
13	Solution	Non-Functional
14	Support	Non-Functional

1.5.3   Security, Data and Privacy

WorkplaceNL requires high levels of security for the CTR/LMS solution, including the following:

1. Ability to support role-based access and privileges;
2. Ability to track and audit use of privileged accounts;
3. Ability to track and audit support and maintenance accounts and activities;
4. Ability to provide multi-factor authentication;
5. Ability to encrypt all data held within the system on servers;
6. Ability to encrypt all network traffic between the system and the end-user of the system, regardless of location of the end-user;
7. Ability to control and manage the segregation of duties for the six user classifications; and
8. Security certifications/standards held covering organization, solution, and infrastructure. Examples include: ISO/IEC 27001 and 27002, SSAE16, SOC1, SOC2, NIST SP 800-53 R4, EU NIS Directive, CISM, CEGIT, MCSE, CISSP, and CCIE.

1.5.4   Service Desk Support

WorkplaceNL requires Tier 2 service desk support for the CTR/LMS solution via a hosted service desk ticketing application for tickets created by WorkplaceNL.

As an option, WorkplaceNL is interested in the Applicant's ability to provide Tier 1 technical support for learners, employers, training providers and trainers when problems are encountered between 8:30 am to 4:30 pm Newfoundland Time, Monday-Friday, five days per week (WorkplaceNL working days) exclusive of holidays listed in **Table 7**.

Table 5 outlines the two levels of support envisioned for the CTR/LMS solution.

Table 5 – Levels of Support

Level of Support	Support Services Description	Users
Tier 1 (Optional)	- Addresses end-user "how-to" type questions - Troubleshoots technical issues - Investigates data issues / concerns - Conducts password resets - Etc.	- Learners - Employers - Training Providers - Trainers - Enforcement Occupational Health

Level of Support	Support Services Description	Users
		and Safety Officers
Tier 2	• Performs break-fix resolution and configuration changes • Addresses solution performance issues • Investigates and performs service restoration • Validates production after maintenance windows • Enhancements and inquiries	• WorkplaceNL Staff

Table 6 lists the number of Tier 1 and Tier 2 operational support tickets for 2022 and 2023 for all user classifications of the current CTR/LMS solution.

Table 6 – 2022 and 2023 Tier 1 and Tier 2 Operational Support Tickets

	Tier 1		Tier 2	
Month	**2022**	**2023**	**2022**	**2023**
January	152	240	10	8
February	172	173	10	7
March	209	169	16	7
April	199	135	24	4
May	211	228	27	17
June	199	181	21	19
July	106	145	12	7
August	160	169	10	10
September	150	191	13	5
October	183	237	6	7
November	177	296	21	14
December	156	338	13	10
Total	**2,074**	**2,502**	**183**	**115**

Data as of: 2023-12-31

1.5.5   Support Hours of Coverage

WorkplaceNL requires live response coverage for Tier 2 support between 8:30 am to 4:30 pm Newfoundland Time, Monday-Friday, five days per week

exclusive of holidays ("WorkplaceNL Working Days"). WorkplaceNL holidays are established by the Treasury Board Secretariat annually and an annual holiday list is located on the Government of Newfoundland and Labrador website. For example, the 2024 holiday list is in **Table 7**. On-call Tier 2 support is required for Priority 1 / Critical issues 16x5 (8:30 am to 12:30 am Newfoundland Time), five days per week on WorkplaceNL Working Days.

Table 7 – WorkplaceNL Holiday Schedule for 2024

Holiday	2024 Date
New Year's Day	January 01, 2024
St. Patrick's Day	March 18, 2024
Good Friday	March 29, 2024
St. George's Day	April 22, 2024
Victoria Day	May 20, 2024
June Day	June 24, 2024
Memorial Day	July 01, 2024
Orangeman's Day	July 15, 2024
Regatta Day	August 07, 2024*
Labour Day	September 02, 2024
National Day for Truth and Reconciliation	September 30, 2024
Thanksgiving Day	October 14, 2024
Armistice (Remembrance) Day	November 11, 2024
Christmas Day	December 25, 2024
Boxing Day	December 26, 2024

*Holiday date to be determined each year by WorkplaceNL.

1.5.6   Service Level Objectives

Table 8 outlines WorkplaceNL's minimum Service Level Objectives for Tier 2 support.

Table 8 – Service Level Objectives

Severity	Target Response Times (90% of incidents responded to within target response times)	Target Resolution Times (90% of incidents resolved or a work-around in place within target resolution times)
1 - Critical	Within 1 WorkplaceNL working hour	Within 1 WorkplaceNL working day
2 - High	Within 2 WorkplaceNL working hours	Within 3 WorkplaceNL working days
3 - Medium	Within 1 WorkplaceNL working day	Within 10 WorkplaceNL working days
4 - Low	Within 5 WorkplaceNL working days	Based on remaining resource capacity

1.5.7   Priority Classifications

WorkplaceNL will use four priority classifications for incidents to categorize the impact on its ability to perform activities within the CTR/LMS solution. The priority classifications are defined in **Table 9**.

Table 9 – Priority Classifications

Priority	Priority Definition
Priority 1 Critical	A complete failure of the CTR/LMS solution has occurred. There is no work-around for the problem. A majority of direct-users of the CTR/LMS solution are affected. Priority 1 Incident will take precedence over all other requests.
Priority 2 High	Major problems exist within the CTR/LMS solution. The problem affects large portions of CTR/LMS's user community. This includes high visibility problems or time sensitive issues. Examples of this priority level include inability to register new users.
Priority 3 Medium	Problems exist with the CTR/LMS solution that affect a few users on a regular basis, thereby preventing some work from being accomplished. Examples of this type of priority would be inability to access implemented functionality or implemented functionality not operating as it should.

Priority	Priority Definition
Priority 4 Low	An informational inquiry or non-reoccurring incident exists with the CTR/LMS solution that affects a few noncritical users and/or processes. Workarounds are readily available.

1.6   Mandatory Criteria

The successful Applicant(s) **must** meet all mandatory requirements ranked as Mandatory (M) in **Appendix D** (20 in total) and possess the necessary application, knowledge, skills and experience to supply the required CTR/LMS solution.

1.7   Negotiation

1.7.1   Without limiting any discretion available to WorkplaceNL pursuant to the RFP, WorkplaceNL may, and reserves the right to, enter into direct negotiations with Applicants that meet the minimum required score, as established by the evaluation process defined herein. Negotiations may include, but are not limited to, pricing, schedules, and any other deliverables.

1.7.2   WorkplaceNL will determine the top-ranked Applicant based on the evaluation process outlined in **Section 5** and will send a written invitation to the Applicant to enter negotiations. WorkplaceNL intends to conclude negotiations and execute a binding agreement within 30 days of the date of the written invitation to the Applicant to enter negotiations.

1.7.3   If the parties do not execute a binding agreement within the timeframe noted above, WorkplaceNL may, in its sole discretion: (i) extend the time period for negotiating and executing an agreement, (ii) invite the next best ranked Applicant to enter into negotiations, or (iii) cancel the RFP process. Once the above noted timeframe lapses, WorkplaceNL may discontinue negotiations with the top-ranked Applicant. This process shall be repeated until: (i) a binding agreement is executed, (ii) there are no further Applicants that are eligible for negotiations, or (iii) WorkplaceNL cancels the RFP.

1.7.4   Any negotiations or written invitation to enter into negotiations will not constitute a legally binding offer to enter into a contract on the part of WorkplaceNL or the Applicant. Negotiations may include requests by WorkplaceNL for supplementary information to clarify the Applicant's submission or to confirm the conclusions reached in the evaluation.

1.8 Agreement

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

1.8.2 The agreement between WorkplaceNL and the successful Applicant shall include the terms and conditions outlined in **Appendix F** of this RFP. If the Applicant does not agree to the terms and conditions in **Appendix F**, the Applicant must indicate their objection in their proposal and suggest alternate terms and conditions. If the Applicant does not object and submit alternate terms and conditions, by submitting a proposal, the Applicant is deemed to agree to the terms and conditions in **Appendix F** of this RFP. WorkplaceNL may accept alternate terms and conditions which WorkplaceNL, in its sole discretion, determines are substantially similar in effect to the terms and conditions in **Appendix F**. An invitation to the Applicant to negotiate does not bind WorkplaceNL to the alternate terms and conditions and WorkplaceNL may negotiate the terms and conditions as part of the negotiation process outlined in **Section 1.7** of this RFP.

1.8.4 Claims made by the Applicant in the proposal will constitute contractual warranties. Any provision in the proposal may, in WorkplaceNL's sole discretion, be included as a provision of the Agreement between WorkplaceNL and the successful Applicant. In the case of conflict between the written agreement between WorkplaceNL and the successful Applicant and the RFP and proposal, the terms of the said written agreement shall prevail.

SECTION 2 – INSTRUCTIONS TO APPLICANT

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 www.merx.com or WorkplaceNL's website http://www.workplacenl.ca to monitor the websites for any addendum to the RFP issued up to and including the RFP Closing Date. Any conflict between the documents published on the websites shall be resolved by giving priority to the documents on www.merx.com.

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

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

Applicants who have obtained the RFP electronically must not alter any portion of the document, with the exception of inserting responses as requested in the Appendices and applying any addendum issued by WorkplaceNL.

2.2 RFP Closing

The RFP CLOSING DATE is:

THURSDAY JUNE 13, 2024 BEFORE 2:00 PM NEWFOUNDLAND TIME

Applicants are required to submit and ensure proposals are received via electronic upload at www.merx.com

Fax Proposals: Will <u>NOT</u> be accepted.

Email Proposals: Will <u>NOT</u> be accepted.

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 may email purchasing@workplacenl.ca to request a Webex meeting invite to attend the public opening. Applicants must include their name, email address, and tender number in the request. Meeting requests must be received by WorkplaceNL before **4:00 PM** Newfoundland Time on **Monday June 10, 2024.**

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 its entirety by the RFP Closing Date. Proposals or any portion thereof, received after the RFP Closing Date will not be accepted.

Applicants are solely responsible to ensure receipt of their proposal by WorkplaceNL in its entirety, in the manner and time prescribed. Applicants must submit their proposal via www.merx.com (see **Appendix A** – 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.

Any error in the proposal is the responsibility of the Applicant.

A proposal received in response to an RFP cannot be withdrawn, altered or changed in any way after the RFP Closing Date.

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 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 any contract resulting from this procurement process will be publicly released as part of the award notification process.

2.4.2   No Claims by Applicant

By participating in the process outlined in this RFP, 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 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

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

- in relation to the RFP process, the Applicant 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 Applicants;
  (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
  (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
  (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
  (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;

- in relation to the performance of its contractual obligations under an agreement for services, the Applicant'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 Applicant, 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 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 posting on www.merx.com and received by WorkplaceNL before **4:30 PM** Newfoundland Time on **Thursday May 30, 2024.**

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. All email questions must include the RFP 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 RFP posting 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 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.

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 Estimated Timeframe

The estimated timeframe schedule for this RFP process is outlined in **Table 10**. The timing and the sequence of events resulting from this document may vary.

Table 10 – Estimated Timeframe

Description	Date
RFP issue date	MAY 16, 2024
Deadline for questions	MAY 30, 2024
Proposals to be received by	JUNE 13, 2024
Presentation of proposals (tentative - if required)	JUNE 20, 2024
Date of award (tentative)	JUNE 28, 2024

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 The Applicant shall not use WorkplaceNL's name or logo or refer to this RFP in any advertising copy or other promotional materials or messages without WorkplaceNL's prior written consent.

3.4 The Applicant(s) agree to comply with all applicable laws, regulations and standards including all labour, occupational health and safety and workers' compensation requirements of the Province of Newfoundland and Labrador.

| | 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** meet **Section 1.6** and the mandatory submission criteria in **Table 12**. 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.

Applicants **must** submit their response for **Section 4** using the Applicant Response Template referenced in **Appendix B** for the proposal response sections and their required content outlined in **Table 11**.

Table 11 – Response Section Content

Section		Content
1	Table of Contents	List all topics and associated pages for easy reference.
2	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.
3	Company Profile and Services	If the Applicant is a company, provide an overview of your company and services offered. If the Applicant is a company, provide names of all owners, including silent partnerships, affiliated relationships and/or companies, governing boards, etc.
4	Conflict of Interest	Include in your proposal a confirmation that the Applicant, its employees, officers, directors, 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

Section		Content
		providing services under the agreement. Where applicable, declare in your proposal any situation that may be a conflict of interest in submitting your proposal or, if selected, with the contractual obligations of the Applicant as supplier under the agreement.
5	Privacy / Confidentiality	Provide company policies, practices and tools for protecting privacy, confidentiality and security of information.
6	Term and Conditions	Acknowledge in your proposal that you have read and accept the terms and conditions outlined in **Appendix F** (Terms and Conditions). If the outlined Term and Conditions are not accepted, propose alternate terms which are substantially similar in effect to the outlined Terms and Conditions
7	Overview	Provide a clear and concise description of your understanding of the Service, your role in the Service, and an overview of how the Applicant will meet the service requirements. The Applicants proposal must address the service requirements of WorkplaceNL as outlined in **Section 1.5.1**. Indicate whether the proposed CTR/LMS solution is a single vendor solution or a multiple-vendor solution. The primary vendor must be identified, and the modules of the CTR/LMS solution provided by each vendor must also be identified.
8	Approach and Methodology	Provide a detailed description of how the Applicant would approach implementing and supporting the CTR/LMS solution, including, but not limited to: a) Outline your methodology and plan for implementing the CTR/LMS solution; b) Outline your methodology and plan for converting/migrating data; and c) Provide a detailed governance plan covering the the steering committee, status reporting, project management and quality assurance plans. Provide a copy of a service level agreement.
9	Tier 2 Service Desk Support	Include a detailed description of your Tier 2 service desk support model via a hosted service desk ticketing application for tickets created by WorkplaceNL and your ability to meet the service

Section		Content
		desk requirements and service level objectives outlined in **Sections 1.5.4, 1.5.5, 1.5.6. and 1.5.7**. Include the location of your support team.
10	Solution Technical Details	Provide the following technical details on the CTR/LMS solution: a) An overview of the application and technical architectures of the proposed CTR/LMS solution. The overview **must** include the development platform, cloud infrastructure and database and security models used; b) An overview of the Applicant's security model for establishing and maintaining high levels of security for the CTR/LMS solution and how you meet the security, data and privacy requirements outlined in **Section 1.5.3**. The response must include the security aspects, the infrastructure, and data storage within the CTR/LMS solution; c) The overview must identify security certifications/standards held covering organization, solution and infrastructure. Indicate if a security audit of the proposed CTR/LMS solution has been completed since January 2021; d) The CTR/LMS solution's average uptime availability percentage for the 2023 calendar year; e) An overview of the future product roadmap (including patch / software version updates) for the proposed CTR/LMS solution; and f) An overview of your backup/recovery and disaster recovery plan for the proposed CTR/LMS solution.
11	Workplan and Timelines	Provide a project workplan with estimates of the time required to implement the proposed CTR/LMS solution including the data conversion / migration effort and any development work (i.e., configuration / customization) required to achieve full compliance with the Mandatory Functional Requirements as outlined in **Appendix D**. The project workplan must include a summary project Gantt chart (including major milestones and timescales). In addition to the workplan the Applicant must also provide: i) a resource plan and ii) a RACI (Responsible, Accountable, Consulted and Informed) matrix for both the Applicant and WorkplaceNL.

Section		Content
12	Professional Staff Complement	Provide a description of the professional staff and resources available. Identify the number, availability, and roles of individuals intended to be assigned to the engagement. Describe how the Applicant will provide sufficient coverage in the event any of your assigned resources will not be able to perform their duties. This includes short-term, long-term and permanent unavailability.
13	Professional Staff Resumes	Provide a full organizational chart of your **proposed implementation team** and 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.
14	Value-added Service(s)	Provide any additional information that would enhance your ability to provide the service, e.g., resources, specialized personnel, affiliations, etc.
15	Geographical Location	Indicate the city/town from which you propose to conduct the major activities of this work.
16	Quality Assurance	Describe your quality assurance program and how it influences your service delivery. This **must** include, but is not limited to, your Project Management Office (PMO) approach, process and capability for oversight of the document management, data conversion / migration and customization / configuration / installation of the CTR/LMS solution.
17	Previous Experience	Describe your experience in providing CTR/LMS solutions of a similar size and scope which may assist the Applicant in meeting the requirements as outlined in this RFP. Include the length of time in business and the length of time performing services of a similar size and scope. The following information must be addressed in your response and will be evaluated in accordance with the scoring criteria established in this RFP: a) Provide an overview which demonstrates how the Applicant's experience, education, knowledge, and skills meet the requirements as outlined in this RFP. The

Section		Content
		overview must include brief supporting details from the Applicant's CTR/LMS cloud-based installations since January 2019; and
		b) Provide an overview of your overall approach to project management, with an outline of best practices, quality controls, standards and value-add offered. In addition, outline project management capability and experience in managing projects of similar magnitude and size for the metrics provided in **Table 1**, **Table 2** and **Table 3**.
18	References	Provide a list with a minimum of **three** references with appropriate contact information who can provide evidence of previous experience providing similar cloud-based CTR/LMS solutions. 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
19	Training Guides	Include samples of your user and training guides for the CTR/LMS solution.
20	Brochures	Include any brochure(s), company information and/or the company website address at the back of your proposal.
21	Pricing Response Template	Outline and provide costing information as follows: a) Complete **Appendix C** (Pricing Response Template). Pricing model(s) should include elements such as solution / infrastructure hosting, software licences, professional services, upload / extract interface development, report development, data conversion / migration, implementation, training, maintenance / support, patch management upgrades, etc. Hosting and licenses should align with the metrics provided in **Table 1**, **Table 2** and **Table 3**. WorkplaceNL is open to various pricing models such as usage, per user, tiered, flat rate, etc.; b) A blended professional services hourly resource rate for future configurations / customizations for the post

Section		Content
		implementation enhancements during the 60-month contract period;
		c) Identify any rate increases that will apply during the term of the agreement;
		d) Unless otherwise indicated, rates quoted by the Applicant must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law;
		e) The H.S.T. amount should be identified as a separate item; and
		f) All fees must be quoted in Canadian dollars.
22	Requirements Response Template	Complete **Appendix D** (Requirements Response Template).

SECTION 5 – EVALUATION PROCESS AND CRITERIA

5.1   Evaluation

WorkplaceNL will review the proposals to determine which proposals comply with all of the mandatory submission criteria and all mandatory criteria. If a proposal fails to satisfy all of the mandatory submission criteria and mandatory criteria, WorkplaceNL will issue the Applicant a rectification notice identifying the deficiencies and providing the Applicant an opportunity to rectify the deficiencies. If the Applicant fails to satisfy the mandatory submission criteria and mandatory criteria within the rectification period, its proposal will be rejected. The rectification period will begin to run from the date and time that WorkplaceNL issues a rectification notice to the Applicant.

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

WorkplaceNL, in its sole discretion, may assess the Applicant(s)' experience and/or ability to provide the services required and described in this RFP by checking the Applicant(s)' references. A contract will not be awarded to any Applicant whose references, in the opinion of WorkplaceNL, are found to be unsatisfactory. WorkplaceNL

reserves the right to obtain references from sources other than those provided in the proposal. WorkplaceNL reserves the sole discretion to determine whether the Applicant and its professional staff have the appropriate qualifications.

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

5.2   Selection

The evaluation process will be done in three phases. **Phase One** identifies specific mandatory submission criteria and mandatory criteria that the proposal **must** meet to move to the second phase.

Phase Two is an evaluation of criteria which have a weight assigned to each criterion. Applicants **must** achieve 75% in this section of the evaluation to be short-listed for **Phase Three** of the evaluation.

Applicants that are short-listed will be evaluated in **Phase Three** and will be requested to present their proposal, demonstrate their solution and/or participate in a question and answer session, all of which will be evaluated by the evaluation team. The Applicant that demonstrates the highest combined score for **Phase Two** and **Phase Three** and is determined to provide best value for WorkplaceNL will be invited to enter into negotiations to finalize an agreement.

WorkplaceNL reserves the unqualified right to conduct a comparative evaluation of all acceptable proposals once the proposals are scored on their own merit against the RFP criteria and scoring guide. The comparative evaluation will evaluate the proposals based on considerations which in the sole opinion of WorkplaceNL would yield to WorkplaceNL the best value. The comparative evaluation may include but is not limited to, quality of service offered, efficiency of the service, complexity of the integration, data migration / conversion effort and costs, and implementation schedule and effort. The evaluation may also consider WorkplaceNL's internal costs related to the Applicant's proposed implementation and data migration / conversion workplans.

Phase One: Mandatory Criteria and Mandatory Submission Criteria

Applicants **must** submit all of the content listed in **Table 12** in their proposal to move to **Phase Two**. The score of Pass/Fail indicates if the Applicant provided the content in their proposal.

Applicants also must meet all mandatory criteria as identified in **Section 1.6** of the RFP to move to **Phase Two**.

Subject to **Section 5.1**, if the Applicant fails to satisfy the mandatory submission criteria and mandatory criteria, its proposal will be rejected.

Table 12 – Mandatory Submission Criteria

Mandatory Submission Criteria		Score
1	Provide an overview of the application and technical architectures of the proposed CTR/LMS solution. The overview **must** include the development platform, cloud infrastructure, database and security models used.	Pass/Fail
2	Provide an overview of the Applicant's security model for establishing and maintaining high levels of security for the CTR/LMS solution and how you meet the security, data and privacy requirements outlined in **Section 1.5.3**. The response must include the security aspects, the infrastructure, and data storage within the CTR/LMS solution.	Pass/Fail
3	Identify security certifications/standards held covering organization, solution and infrastructure**.** Applicants must also provide the CTR/LMS solution's average uptime availability percentage for the 2023 calendar year.	Pass/Fail
4	Provide an overview of your backup/recovery and disaster recovery plan for the proposed CTR/LMS solution.	Pass/Fail
5	Provide an overview of the future product roadmap (including patch / software version updates) for the proposed CTR/LMS solution.	Pass/Fail
6	Indicate if a security audit of the proposed CTR/LMS solution has been completed since January 2021.	Pass/Fail
7	Indicate in which country all data (including extracts, reports and backups) will be hosted and stored in your Requirement Response submission in **Appendix D**.	Pass/Fail
8	Provide a workplan with estimates of the time required to implement the proposed CTR/LMS solution including the data conversion / migration effort and any development work (i.e., configuration / customization) required to achieve full compliance with the Mandatory Functional Requirements as outlined in **Appendix D**. The project workplan **must** include a summary project Gantt chart (including major milestones and timescales). In addition to the workplan, the Applicant must also provide: i) a resource plan and ii) a RACI (Responsible, Accountable, Consulted and Informed) matrix for both the Applicant and WorkplaceNL.	Pass/Fail

	Mandatory Submission Criteria	Score
9	Provide an overview of the overall approach to project management, with an outline of best practices, quality controls, standards and value-add offered. In addition, outline project management capability and experience in managing projects of similar magnitude and size for the metrics provided in **Table 1**, **Table 2** and **Table 3**.	Pass/Fail
10	Provide a full organizational chart of your **proposed implementation team**, including 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.	Pass/Fail
11	Provide an overview which demonstrates that the Applicant's experience, education, knowledge and skills meets the requirements as described in this RFP. The overview **must** include a minimum of **three** references from CTR/LMS cloud-based installations since January 2019.	Pass/Fail
12	Provide an overview of Tier 2 service desk support model via a hosted service desk ticketing application for tickets created by WorkplaceNL and ability to meet the service level objectives outlined in **Section 1.5.6**.	Pass/Fail
13	Describe your quality assurance program and how it influences your service delivery. This **must** include, but is not limited to, your Project Management Office (PMO) approach, process and capability for oversight of the document management, data conversion / migration and customization / configuration / installation of the CTR/LMS solution.	Pass/Fail
14	Indicate whether the proposed CTR/LMS solution is a single vendor solution or a multiple-vendor solution. The primary vendor must be identified, and the modules of the CTR/LMS solution provided by each vendor must also be identified.	Pass/Fail
15	Describe how you will provide sufficient coverage in the event any of your assigned resources will not be able to perform their duties. This includes short-term, long-term and permanent unavailability.	Pass/Fail
16	Complete and submit **Appendix B** (Applicant Response Template) and **Appendix D** (Applicant Requirements Response Template).	Pass/Fail
17	Complete and submit **Appendix C** (Applicant Pricing Response Template) with your pricing model(s) that include elements such as solution / infrastructure hosting, software licences, professional services, upload / extract interface development, report development, data conversion / migration, implementation, training, maintenance / support, patch management upgrades, etc. Hosting and licenses should align with the metrics provided in **Table 1**, **Table 2** and **Table 3**. WorkplaceNL is open to various pricing models such as usage, per user, tiered, flat rate, etc.	Pass/Fail

	Mandatory Submission Criteria	Score
	Include a blended professional services hourly resource rate for future configurations / customizations for the post implementation enhancements during the 60-month contract period.	
18	Describe how you would approach implementing and supporting the CTR/LMS solution, including, but not limited to: 　a) Your methodology and plan for implementing the CTR/LMS solution, including project governance and management, status reporting, quality assurance and security plans; and. 　b) Your plan for converting/migrating data; and Provide a copy of your service level agreement.	Pass/Fail
19	Provide samples of user and training guides for the CTR/LMS solution.	Pass/Fail
20	Accept Terms and Conditions in **Appendix F** <u>OR</u> propose alternate terms and conditions which are substantially similar in effect. WorkplaceNL may accept alternate terms and conditions which WorkplaceNL, in its sole discretion, determines is substantially similar in effect to the terms and conditions in **Appendix F**.	Pass/Fail

Phase Two: Screening

In the proposal evaluation **Phase Two**, the evaluation committee will rate the proposals submitted in response to this RFP based on the evaluation criteria in **Table 13**. Applicants must achieve a minimum score of 75% to be short-listed for **Phase Three**.

Table 13 – Phase Two Evaluation Criteria

	Phase Two – Evaluation Criteria	Evaluation %
1	Quality of the Proposal	5
2	Proposed Approach and Methodology, Quality Assurance, Workplan and Timelines	15
3	Pricing and Fees **(15% for Appendix C Table C1 and 5% for Appendix C Table C2)**	20
4	Non-Functional Requirements (**Appendix D**)	15
5	Functional Requirements (**Appendix D**)	45
	Total	100%

Pricing and Fees - Appendix C - Table C1

The Applicant's pricing and fees evaluation percentage for **Appendix C - Table C1** will be based on the formula: (w / x) x 15%.

w = The 5-year costing subtotal of all items listed in **Appendix C - Table C1** (excluding data migration / conversion) for the lowest cost acceptable proposal.

x = The 5-year costing subtotal of all items listed in **Appendix C - Table C1** (excluding data migration / conversion) for the Applicant's proposal.

Pricing and Fees - Appendix C - Table C2

The Applicant's pricing and fees evaluation percentage for **Appendix C - Table C2** will be based on the formula: (y / z) x 5%.

y = The average blended rate in **Appendix C - Table C2** for the lowest cost acceptable proposal.

z = The average blended rate in **Appendix C - Table C2** for the Applicant's proposal.

The Functional and Non-Functional Requirements outlined in **Appendix D** will be scored out of a total of 4,750 points for all requirement types (e.g., Mandatory, Highly Desired, Desired and Value Add) as outlined in **Table 14**.

Table 14 – Category Points

Category		Functional / Non-Functional Requirements	Category Points
1	Overall Solution	Functional	100
2	User Registration	Functional	140
3	Learners	Functional	520
4	Employers	Functional	370
5	Training Providers	Functional	670
6	Trainers	Functional	300
7	Enforcement Occupational Health and Safety Officers	Functional	50
8	WorkplaceNL Staff	Functional	920
9	Learning Management System	Functional	250

Category		Functional / Non-Functional Requirements	Category Points
10	Reports	Functional	320
11	Interfaces	Functional	150
12	Security	Functional	350
13	Solution	Non-Functional	400
14	Support	Non-Functional	210
	Total		4,750

The Applicant's score for the Non-Functional Requirements and the Functional Requirements response in **Appendix D** will be calculated as a percentage of the maximum number of points for the Non-Functional Requirements (610) and the Functional Requirements (4,140) and be multiplied against the percentages for the Evaluation Criteria (#4 and #5) in **Table 13**.

The number of Functional and Non-Functional requirement rankings is summarized in **Table 15.**

Table 15 – Functional and Non-Functional Requirement Ranking

Requirement Ranking		Number of Requirements
1	Mandatory*	20
2	Highly Desired	93
3	Desired	37
4	Value Add	3
	Total	153

*Mandatory requirements must be met in order to be considered for selection.

Phase Three: Short-Listed Applicant's Evaluation

Subsequent to evaluating the proposals, WorkplaceNL may, in its sole discretion, select short-listed Applicants to meet with WorkplaceNL's evaluation team. This meeting may include a presentation and a solution demonstration by the Applicant and/or a question and answer session in support of, and/or to clarify questions arising from the Applicant's proposal. All Applicants will be provided a maximum of five business days to prepare for

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

The proposal, demonstration and presentation will be rated on the criteria in **Table 16**.

Table 16 – Phase Three Evaluation Criteria

Phase Three - Evaluation Criteria		Evaluation %
1	Quality of Presentation, Future Roadmap and Value-added Service(s)	10
2	Training Documentation	10
3	Qualifications and Experience	15
4	Tier 2 Service Desk Support Model	20
5	Demonstrated Solution / Solution Architecture	45
	Total	100%

Details on how the evaluation criteria ratings for the **Phase Two** Evaluation Criteria (excluding Pricing) in **Table 13** and the **Phase Three** Evaluation Criteria in **Table 16** are applied are outlined in **Appendix E**.

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

5.3 Further Information and Clarification

The evaluation committee may request further information from the Applicant or third parties in order to verify, clarify, or supplement the information provided in the Applicant's response. The evaluation committee may revisit, re-evaluate, and rescore the Applicant's response or ranking on the basis of any such information.

5.4 Notice of Proposal Results

WorkplaceNL will notify both the successful and unsuccessful Applicants in writing. Unsuccessful Applicants will be notified following the execution of a binding agreement between WorkplaceNL and 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.

APPENDIX "A" – Electronic Proposal Submission Instructions

1. In order to be accepted, proposals must be submitted through WorkplaceNL's posting for this opportunity on www.merx.com.

2. Applicants shall create a supplier account and be registered 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. The timing of the proposal is based on when the proposal is **received** by the bidding system, **not** when the proposal is submitted by the Applicant, as transmission can be delayed by "Internet Traffic" for any number of reasons. WorkplaceNL recommends that Applicants allow for ample 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 proposal is received on time. Once registered, MERX will send a confirmation email to the Applicant if the proposal was submitted successfully. If a confirmation has not been received by the Applicant, the proposal was not uploaded correctly and it is the responsibility of the Applicant to either reload the documents or to contact MERX to resolve any issues regarding their proposal.

5. Response materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size. Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

6. To ensure receipt of the latest information and updates regarding this opportunity via email, the onus is on the Applicant to register with MERX, create a supplier account, and sign up for notices for this opportunity.

7. 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.

APPENDIX "B" – Applicant Response Template

Applicants must submit their response for **Section 4** using the "2024-11-P CTR-LMS RFP - Appendix B - Response Template [Applicant Name].docx" file on www.merx.com.

[Insert Applicant Logo]

[Insert Applicant Name]

Request for Proposals: 2024-11-P

Certification Training Registry / Learning Management System

Applicant Response
Appendix B

[Date: YYYY-MM-DD]

Instructions

1. When completing this response template please ensure you:
    a) Update the cover page to identify your Company Logo, Company Name and Date of Submission of the RFP.
    b) Update the document header with your Company Name.
    c) Rename this document to replace [Applicant Name] with your Company Name.

2. Your response can include any text, lists, images / tables etc. you believe will aid in your response. Do not embed attachments in this document. If you wish to provide attachments please refer to them in your response and send as independent documents with your submission.

3. Please submit the Microsoft Word version (.docx) of this response template and not a PDF version.

Table of Contents

1. **Cover Letter**

2. **Company Profile & Services**

3. **Conflict of Interest**

4. **Privacy/Confidentiality**

5. **Term and Conditions**

6. **Overview**

7. **Approach and Methodology**

8. **Tier 2 Service Desk Support**

9. Solution Technical Details

10. Workplan and Timelines

11. Professional Staff Complement

12. Professional Staff Resumes

13. Value-added Service(s)

14. Geographical Location

15. Quality Assurance

16. Previous Experience

17. References

18. Training Guides

19. Brochures

APPENDIX "C" – Applicant Pricing Response Template

Applicants must submit their **Appendix C** response using the "2024-11-P CTR-LMS RFP - Appendix C - Pricing Response Template [Applicant Name].docx" file on www.merx.com.

[Insert Applicant Logo]

[Insert Applicant Name]

Request for Proposals: 2024-11-P

Certification Training Registry / Learning Management System

Applicant Response
Appendix C Pricing

[Date: YYYY-MM-DD]

Instructions

1. When completing this response template please ensure you:
   a) Update the cover page to identify your Company Logo, Company Name and Date of Submission of the RFP.
   b) Update the document header with your Company Name.
   c) Rename this document to replace [Applicant Name] with your Company Name.

2. Your response can include any text, lists, images / tables etc. you believe will aid in your response. Do not embed attachments in your document. If you wish to provide attachments please refer to them in your proposal and send as independent documents with your submission.

3. Please submit the Microsoft Word version (.docx) of this response template and not a PDF version.

Table of Contents

1. Table C1 - Pricing Summary for Required Services

Applicants **must** complete the following pricing summary table with all costs including, but not limited to, solution / infrastructure hosting, all software licenses (including third-party licensing and sub-licensing (e.g., database licenses, etc.), professional services, implementation, data conversion / migration, train-the-trainer session(s), reports, maintenance / support, etc. Add additional rows as required.

Note solution infrastructure hosting should include backup recovery, patch management / upgrades, etc.

Item	Description	Year					Total
		1	2	3	4	5	
1	Solution / Infrastructure Hosting (Includes all environments)						
2	Software Licenses (Includes all environments)						
3	Professional Services						
4	Upload / Extract Interface Development						
5	Report Development						
6	Implementation						
7	Train-the-Trainer Session(s)						
8	Tier 2 Service Desk Support						
9	*(Add additional rows as required)*						
	Sub Total						
10	Data Conversion / Migration						
	Total						

2. Table C2 - Blended Professional Services Hourly Resource Rate

Applicants **must** provide a blended professional services resource hourly rate for years one to five for future configurations / customizations.

Description	Year				
	1	2	3	4	5
Blended professional services hourly resource rate					

3. Table C3 - Optional Value-Added Services

If the Applicant is providing optional value-added services please provide the annual pricing in the following table. Workplace is specifically interested in Tier 1 technical support to learners, employers, training providers and trainers when problems are encountered.

Description	Year					Total
	1	2	3	4	5	
Tier 1 Service Desk Support						
(Add additional rows as required for other optional value-added services)						
Total						

4. Pricing Details

5. Pricing Assumptions

APPENDIX "D" – Applicant Requirements Response Template

Applicants must submit their **Appendix D** response using the "2024-11-P CTR-LMS RFP - Appendix D - Response Template [Applicant Name].docx" file on [www.merx.com.](http://www.merx.com)

[Insert Applicant Logo]

[Insert Applicant Name]

Request for Proposals: 2024-11-P

**Certification Training Registry /
Learning Management System**

**Applicant Response
Appendix D Requirements**

[Date: YYYY-MM-DD]

Table of Contents

1. Instructions

When completing this response template please ensure you:

1. Update the cover page to identify your Company Logo, Company Name and Date of Submission of the RFP.
2. Update the document header with your Company Name.
3. When responding to each requirement, update the Delivery Method in each row with one of the four options listed in the Delivery Method information below as well as your written response for each requirement.
   - **A written response is required for all requirements. WorkplaceNL's evaluation of an Applicant's ability to support the delivery of the requirement is based on the response.**
   - **If you are only able to support a portion of the requirement please indicate that in your response.**
   - **If a response is not provided the rating for the requirement will be "Does Not Meet" and a value of zero will be assigned.**
   - Note: the area to insert your information for the Delivery Method is located in each row and signified by "[Insert your Delivery Method here]".
   - Note: the area to insert your response for each requirement statement is located below each requirement under the "Applicant Response" and is signified by "[Insert your response here]".
   - Note: some requirement statements also contain a requirement note which has additional details and context for the requirement.
4. Rename this document to replace [Applicant Name] with your Company Name.
5. Your response can include any text, lists, images / tables etc. you believe will aid in your response to any requirement statement. Do not embed attachments in your document. If you wish to provide attachments, please refer to them in your proposal and send as independent documents with your submission.
6. Please submit the Microsoft Word version (.docx) of this response **template** and not a PDF version.
7. Please refer to the main RFP document for information regarding the process to follow-up with any questions you may have.

Delivery Method

For each requirement statement you must indicate how the solution will delivery the requirement. The values must be one of the following:

- Configuration (out-of-the-box)
- Configuration + Customization
- Customization
- Option Not Available

For the purpose of this RFP the following definitions of Configuration, Customization and Option Not Available are applicable:

Delivery Method	Definition
Configuration	Configuration is adjusting the settings and preferences of an application to meet specific requirements without changing core application code. For example, certain functionality exists in the application, and it is easily enabled /disabled / modified via software switches or configuration files. This could include runtime changes made within the application, such as visual preferences; or installation level changes, like changing install files. This is often referred to as out- of -the box features and does not require custom code development. For service-based requirements, if the solution currently includes the feature noted in the requirement statement, mark your response as Configuration. Otherwise select one of the other three options that best suits your capability.
Customization	Customization is making modifications to the application code to add new functionality. That is, when specific functionality does not currently exist in an application, but can be supported by adding new or modifying existing code. This includes applications that allow for easily extending functionality by adding new modules. While not changing existing code, new code is still being added.
Option Not Available	If your solution does not or cannot provide the feature described by the requirement statement then reference the Delivery Method as Option Not Available.

The Delivery Method information is used by WorkplaceNL to determine how much of the solution is out-of-the-box and the amount of additional customization that will be required.

Requirements Ranking

WorkplaceNL considered the following when ranking the requirements:

1. How it will impact WorkplaceNL's processes if the requirement is not included in the solution;
2. Is there a simpler way or a workaround to accomplish the requirement that the business will find acceptable; and

3.   Will the solution work without the requirement?

All requirement statements, other than Mandatory requirements, are noted as "should". However, the rank identifies the priority and significance of each requirement statement.

All the requirements have been ranked as either mandatory, highly desired, desired or value-add. For the purpose of this RFP, the definitions of each are as follows:

Ranking	Definition
Mandatory (M)	The requirement must be included within the solution, either an out-of- the box feature or a customized developed feature and is non-negotiable. Without the feature / behaviour the solution will not meet WorkplaceNL's needs.
Highly Desired (HD)	The requirement is core to the business functionality for WorkplaceNL and without the delivery of the requirement, WorkplaceNL's ability to deliver its intended services will be limited.
Desired (D)	The requirement will add significant benefit to the overall solution and is deemed essential to the success of the solution but workarounds to the stated requirement will be considered. "Desired" is slightly less important than "Highly Desired".
Value-add (V)	The requirement is not necessary for core features of the solution to operate efficiently. The requirement will enhance the solution's ability to deliver the core features, but workarounds or lack of feature will not impede the use of the solution to deliver the core functionality.

Requirement Categories

The functional requirements for the CTR/LMS solution have been grouped and outlined in the various sections outlined below.

1.   Overall Solution
2.   User Registration
3.   Learners
4.   Employers
5.   Training Providers
6.   Trainers
7.   Enforcement OHS Officers
8.   WorkplaceNL Staff
9.   Learning Management System
10.   Reports

11.   Interfaces
12.   Security
13.   Solution – Non-Functional
14.   Support

2. Overall Solution

The requirements outlined in this section apply to the overall functional solution requirements.

OS-01

Req ID	Rank	Requirement	Delivery Method
OS-01	HD	The solution should enable the display of courses within the solution by course classification.	[Insert your Delivery Method here]

Requirement Note:

Course classification includes training standards, webinars, workshops and online courses.

Applicant Response:

[Insert your response here]

OS-02

Req ID	Rank	Requirement	Delivery Method
OS-02	D	The solution should enable the use of a calendaring option (date picked) for all date entries.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

OS-03

Req ID	Rank	Requirement	Delivery Method
OS-03	D	The solution should provide online user guides and FAQs on how to perform functions within the solution.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

OS-04

Req ID	Rank	Requirement	Delivery Method
OS-04	HD	The solution should enable the adding of custom fields for specific data elements that are not delivered out-of-the box.	[Insert your Delivery Method here]

Requirement Note:

Data elements such as, but not limited to, Firm Number as one example.

Applicant Response:

[Insert your response here]

3. User Registration

The CTR/LMS solution will contain multiple roles / capabilities for its users. All users of the system will require an account to gain access.

There are two core types of registration: i) user (system) registration and ii) course registration. As such, all users will require a system account to register for courses. This is referred to as System Access role.

User registration is where the user creates an account and conducts activity within the CTR/LMS. There are six classifications of users are:

	Users Classification	Description
1	Learners	Create a user account where they can search and register for training; view training completed; view, print and save training certificates; complete online self-paced courses and participate in webinars. This group requires the ability to search course offerings, register for courses including legislated certification training, online courses, webinars and workshops; view their completed certificates; receive reminders of expiry of certification and share their course information with their employer.
2	Employers	Create a user account; link to learners and monitor learner training. Employer administrators can create other accounts within the employer's network for access.
3	Training Providers	Create an account; create course offerings and add trainers to their training provider account. The training provider network is created by WorkplaceNL, once created, training providers can link approved Trainers and create course offerings. Training provider administrators can create other accounts within the training provider's network for access.
4	Trainers	Create an account; view courses that they are certified to instruct; take attendance and assign pass or fail for the learners.
5	Enforcement Occupational Health and Safety Officers	Search users for confirmation of certification.
6	WorkplaceNL Staff	Manage all aspects of the CTR/LMS solution, including user account management.

Users Classification		Description
		This role will be the highest level of access in the CTR/LMS solution and will be able to view and facilitate all the functions within the CTR/LMS solution.

Course registration is where a Learner searches, registers for and obtains a certificate for a completed course.

UR-01

Req ID	Rank	Requirement	Delivery Method
UR-01	HD	The solution should enable the ability for users to create an account with a unique ID.	[Insert your Delivery Method here]

Requirement Note:

Required fields: personal email address, first and last name, year of birth, street address, city, postal code, password and confirm password, mobile or home telephone number. Optional fields: job title, worksite location, work email addresses.

Applicant Response:

[Insert your response here]

UR-02

Req ID	Rank	Requirement	Delivery Method
UR-02	HD	The solution should enable the user to accept a WorkplaceNL's Terms of Use Agreement during the registration process.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

UR-03

Req ID	Rank	Requirement	Delivery Method
UR-03	HD	The solution should enable an account activation email to user.	[Insert your Delivery Method here]

Requirement Note:

An account will not be active unless the account activation is received from the user. Once account activation is enabled another email is sent to the user notifying them their account has been created.

Applicant Response:

[Insert your response here]

UR-04

Req ID	Rank	Requirement	Delivery Method
UR-04	HD	The solution should enable the user to view and update their profile.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

UR-05

Req ID	Rank	Requirement	Delivery Method
UR-05	HD	The solution should enable password management functionality including forgotten password, change password and password changes at set intervals.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

4. Learners

Everyone with an account in the system is considered a Learner.

Learners require the ability to:

1. Search course offerings;
2. Register for courses including legislated certification training, online courses, webinars and workshops;
3. View their completed certificates;
4. Receive reminders of expiry of certification;
5. Share their course information with their Employer; and
6. Complete online self-paced courses and participate in webinars.

L-CR-01

Req ID	Rank	Requirement	Delivery Method
L-CR-01	HD	The solution should enable a Learner to register for a course that has not exceeded its capacity from an approved catalogue listing. They should also have the ability to cancel an existing course registration. Courses include certification training, workshops, webinars and self-paced online courses.	[Insert your Delivery Method here]

Requirement Note:

The solution should enable the user's name, primary and work email address, street, city, postal code and employer to be pre-populated on the registration screen. This process should also allow them to update information, if required, and have this updated in their profile.

All courses should be visible to the users but only those with capacity will enable Learner registration.

Applicant Response:

[Insert your response here]

L-CR-02

Req ID	Rank	Requirement	Delivery Method
L-CR-02	D	The solution should enable the Learner to search for a specific course offering available for registration.	[Insert your Delivery Method here]

Requirement Note:

The search criteria should include: Training Provider, date, region of province (e.g., Eastern, Central, Western and Labrador) and number of seats available.

Applicant Response:

[Insert your response here]

L-CR-03

Req ID	Rank	Requirement	Delivery Method
L-CR-03	HD	The solution should enable the Learner to view the courses for which they are registered.	[Insert your Delivery Method here]

Requirement Note:

This should include date and time of the training, name of course offering, Training Provider details, region, address of training and duration.

Applicant Response:

[Insert your response here]

L-CR-04

Req ID	Rank	Requirement	Delivery Method
L-CR-04	HD	The solution should enable the ability for the Learner to launch and complete online self-paced courses for which they are registered.	[Insert your Delivery Method here]

Requirement Note:

Self-paced courses should have a resume option to allow partial completion of a course to be completed at a later date.

Applicant Response:

[Insert your response here]

L-CR-05

Req ID	Rank	Requirement	Delivery Method
L-CR-05	HD	The solution should enable verification of a Learner's course records to ensure all prerequisites are met before allowing registration in a certification or a recertification course.	[Insert your Delivery Method here]

Requirement Note:

For example, the Level 2 Occupational Health and Safety Committee Training Course requires the Level 1 Occupational Health and Safety Committee Training Course as a prerequisite.

Applicant Response:

[Insert your response here]

L-CR-06

Req ID	Rank	Requirement	Delivery Method
L-CR-06	D	The solution should ensure that a Learner cannot register for a recertification course, excluding self-paced courses, if their certification training certificate has expired or will expire before the course completion date.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

L-CR-07

Req ID	Rank	Requirement	Delivery Method
L-CR-07	D	The solution should enable a course registration confirmation email to be sent to the Learner at time of registration.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

L-CC-01

Req ID	Rank	Requirement	Delivery Method
L-CC-01	D	The solution should ensure that an on-demand recertification course that has not been completed is put in suspended state if the date of expiry of the certification training certificate is earlier than today's date.	[Insert your Delivery Method here]

Requirement Note:

The solution would present a suspension notice to the Learner on their attempt to

resume work on the course.

Applicant Response:

[Insert your response here]

L-CC-02

Req ID	Rank	Requirement	Delivery Method
L-CC-02	D	The solution should enable WorkplaceNL staff to grant resumption of a suspended course for a defined period of time.	[Insert your Delivery Method here]

Requirement Note:

The solution should ensure if the reactivated course is not completed within the defined period of time, the solution will set the history of the course to incomplete.

Applicant Response:

[Insert your response here]

L-CH-01

Req ID	Rank	Requirement	Delivery Method
L-CH-01	HD	The solution should enable the Learner to view their history of courses taken and download a valid specific course certificate to their own device.	[Insert your Delivery Method here]

Requirement Note:

Certificates that have not passed their expiry date or do not have an expiry date may be downloaded.

The course history listing should include course name, Training Provider, certificate issue date and expiry date (if applicable).

Applicant Response:

[Insert your response here]

L-N-01

Req ID	Rank	Requirement	Delivery Method
L-N-01	V	The solution should enable reminder emails to be sent at set intervals to the Learner for their upcoming courses.	[Insert your Delivery Method here]

Requirement Note:

Set intervals could include one week before and one day before as potential options.

Applicant Response:

[Insert your response here]

L-N-02

Req ID	Rank	Requirement	Delivery Method
L-N-02	V	The solution should enable the Learner to receive a notification email that their certificate of completion is available in their course history.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

L-N-03

Req ID	Rank	Requirement	Delivery Method
L-N-03	D	The solution should enable the Learner to receive notification emails at set time intervals of upcoming expiry of certification training certificates.	[Insert your Delivery Method here]

Requirement Note:

Set intervals could include 30, 60 and 90 days prior to expiry of the certificate.

Applicant Response:

[Insert your response here]

L-N-04

Req ID	Rank	Requirement	Delivery Method
L-N-04	D	The solution should enable the Learner to receive a notification email of an expired certification training certificate the day after the expiry date.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

L-EN-01

Req ID	Rank	Requirement	Delivery Method
L-EN-01	HD	The solution should enable a Learner to search Employers within the CTR and associate their account with that Employer.	[Insert your Delivery Method here]

Requirement Note:

The Learner search should include Employer name, Employer training ID or telephone number. A Learner can be associated with multiple Employers. An email should be sent to the Employer notifying them that a Learner has requested to be associated with them.

Applicant Response:

[Insert your response here]

L-EN-02

Req ID	Rank	Requirement	Delivery Method
L-EN-02	HD	The solution should provide the ability for the Learner to view the list of Employers associated with their account.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

L-EN-03

Req ID	Rank	Requirement	Delivery Method
L-EN-03	HD	The solution should provide the ability for the Learner to remove an Employer associated with their account.	[Insert your Delivery Method here]

Requirement Note:

An email should be sent to the Employer notifying that a Learner has disassociated themselves from the Employer.

Applicant Response:

[Insert your response here]

5. Employers

Employers can create an Employer network and associate Learners to their organization, add Employer Network Administrators, run reports and monitor Learner training.

E-EN-01

Req ID	Rank	Requirement	Delivery Method
E-EN-01	HD	The solution should enable the Employer to create a network within the CTR solution.	[Insert your Delivery Method here]

Requirement Note:

An Employer network would enable them to associate Learners to their organization and/or enable Learners to associate themselves with the organization.

The following information should be captured: Employer training ID, Employer name, address information and the Employer's most recent WorkplaceNL invoice number. The invoice number data would be a data element uploaded as part of the Employer tombstone interface information. The invoice number would be the last "bill" issued to the Employer by the WorkplaceNL Assessment Department. One user account can create multiple Employer networks.

Applicant Response:

[Insert your response here]

E-EN-02

Req ID	Rank	Requirement	Delivery Method
E-EN-02	HD	The solution should enable a confirmation message indicating if the network was successfully or not successfully created.	[Insert your Delivery Method here]

Requirement Note:

Both the Employer and WorkplaceNL should receive this confirmation message.

Applicant Response:

[Insert your response here]

E-D-01

Req ID	Rank	Requirement	Delivery Method
E-D-01	HD	The solution should enable a dashboard for the Employer network.	[Insert your Delivery Method here]

Requirement Note:

Each Employer dashboard should enable the viewing of the associated users, network administrators, courses, certificates and reports.

Applicant Response:

[Insert your response here]

E-D-02

Req ID	Rank	Requirement	Delivery Method
E-D-02	HD	The solution should enable the switching of Employer dashboards if a user account is associated with multiple networks.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

E-D-03

Req ID	Rank	Requirement	Delivery Method
E-D-03	HD	The solution should enable the network owner or administrator to view all associated users of the network which should include the users' course history.	[Insert your Delivery Method here]

Requirement Note:

The display of the user information should also enable the ability to search for a user by name. Only users associated with that Employer should be returned.

Applicant Response:

[Insert your response here]

E-D-04

Req ID	Rank	Requirement	Delivery Method
E-D-04	HD	The solution should enable the network owner or administrator to view all Learner certificates by certificate type or Learner name.	[Insert your Delivery Method here]

Requirement Note:

This should include certificate status, date of issue and expiry date (if applicable).

Applicant Response:

[Insert your response here]

E-D-05

Req ID	Rank	Requirement	Delivery Method
E-D-05	HD	The solution should enable the network owner or administrator to view reports and download a Microsoft Excel CSV version of training activity and associated users.	[Insert your Delivery Method here]

Requirement Note:

Training activity should include the Training Provider, Learner name, Learner CTR ID, course name, Learner status as a current or former employee, expiry date of the Learner certification, course result (pass/fail), and date of course. Report parameters should include both a to date and a from date based on the date of the course. The associated Learner's report will include the email address of the Learner, name, Learner CTR ID, Learner status as a current or former employee, and a flag to identify if the Learner is an administrator of the network.

Applicant Response:

[Insert your response here]

E-D-06

Req ID	Rank	Requirement	Delivery Method
E-D-06	D	The solution should enable the network owner or administrator to view associated Learners' registered courses.	[Insert your Delivery Method here]

Requirement Note:

The network owner or administrator should be able to view date of course offering, course duration, number of Learners registered, the Training Provider with contact information, total cost of training, and course location for their associated Learners.

Applicant Response:

[Insert your response here]

E-AU-01

Req ID	Rank	Requirement	Delivery Method
E-AU-01	HD	The solution should enable the account owner to create or remove administrator role(s) for a network.	[Insert your Delivery Method here]

Requirement Note:

To create an administrator's role the Employer's account would already have to exist in the system. This should enable the administrator with full access to administer the Employer dashboard.

Applicant Response:

[Insert your response here]

E-AU-02

Req ID	Rank	Requirement	Delivery Method
E-AU-02	D	The solution should enable the system to send a notification to a user that they have been assigned or removed as a network administrator.	[Insert your Delivery Method here]

Requirement Note:

Email should identify the specific network that they have or for which they were an administrator.

Applicant Response:

[Insert your response here]

E-AU-03

Req ID	Rank	Requirement	Delivery Method
E-AU-03	HD	The solution should enable the network owner or administrator to invite Learners to join the Employer's network.	[Insert your Delivery Method here]

Requirement Note:

The Learner should have to login to their existing account or create one to accept the invitation. If accepted, the Learner should show as being associated with the Employer network. If rejected, an email is sent back to the Employer indicating that the Learner rejected the invitation.

Applicant Response:

[Insert your response here]

E-AU-04

Req ID	Rank	Requirement	Delivery Method
E-AU-04	HD	The solution should enable the network owner or administrator to view the status of the Learner invitees to their Employer network.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

E-AU-05

Req ID	Rank	Requirement	Delivery Method
E-AU-05	HD	The solution should enable the network owner or administrator to remove Learners from their Employer network.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

6. Training Providers

A user can apply to be a Training Provider and, once approved, a network is created by WorkplaceNL where Training Providers can link approved Trainers and create course offerings.

TP-TPN-01

Req ID	Rank	Requirement	Delivery Method
TP-TPN-01	D	The solution should enable a valid account user to apply to be a Training Provider via an online application process.	[Insert your Delivery Method here]

Requirement Note:

The application process should include an application and the ability to upload required documents and store them within the CTR. The solution should enable WorkplaceNL to be notified of the submitted application. The application should not allow the submission of an application if the mandatory fields or required documents are not attached.

Applicant Response:

[Insert your response here]

TP-TPN-02

Req ID	Rank	Requirement	Delivery Method
TP-TPN-02	D	The solution should enable WorkplaceNL to approve or reject a Training Provider application.	[Insert your Delivery Method here]

Requirement Note:

This should include the ability to review the submitted application and submitted documents.

Applicant Response:

[Insert your response here]

TP-TPN-03

Req ID	Rank	Requirement	Delivery Method
TP-TPN-03	D	The solution should enable the Training Provider or Administrator to apply to offer additional courses beyond those approved in the original application.	[Insert your Delivery Method here]

Requirement Note:

An organization must be an approved Training Provider prior to being able to apply to instruct additional courses. The original application should have also included the courses they wish to offer. This functionality should allow them the option to apply to teach additional courses not included on their original application.

The solution should allow for additional required documentation to be uploaded when they request to teach additional courses.

Applicant Response:

[Insert your response here]

TP-N-01

Req ID	Rank	Requirement	Delivery Method
TP-N-01	D	The solution should enable WorkplaceNL to send a notification email with optional attachments to the Training Provider if they have been approved or rejected.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

TP-D-01

Req ID	Rank	Requirement	Delivery Method
TP-D-01	HD	The solution should enable a Training Provider to view their Training Provider network dashboard.	[Insert your Delivery Method here]

Requirement Note:

A Training Provider dashboard should include course offerings, users (Trainers and dashboard administrators) and reports.

Applicant Response:

[Insert your response here]

TP-A-01

Req ID	Rank	Requirement	Delivery Method
TP-A-01	HD	The solution should enable the Training Provider to add or remove administrators and pre-approved Trainers to their network.	[Insert your Delivery Method here]

Requirement Note:

The adding of pre-approved Trainers requires the Trainer to provide their training ID (system ID) to the Training Provider to enable adding them to the Training Provider's network. The administrator should be a user in the system and already associated with the Training Provider.

Applicant Response:

[Insert your response here]

TP-C-01

Req ID	Rank	Requirement	Delivery Method
TP-C-01	HD	The solution should enable the Training Provider or administrator to view the list of Learners who have registered for a course.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

TP-C-02

Req ID	Rank	Requirement	Delivery Method
TP-C-02	HD	The solution should enable the Training Provider or administrator to view only the courses they have been approved to teach.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

TP-C-03

Req ID	Rank	Requirement	Delivery Method
TP-C-03	HD	The solution should enable the Training Provider or administrator to create course offerings for training standards they are approved to teach (in-person and virtual).	[Insert your Delivery Method here]

Requirement Note:

The solution should include the following information about course offerings:
- Private or Public offering – (a private offering may be for a specific group or Employer, a public offering will be open to any user)
- Trainer – select from list of Training Provider Trainers
- Number of seats
- Cost (option to show or indicate "call for price")

- Contact Information for Training Provider (email and telephone)
- Location of offering, or indicate virtual If virtual, provide field for link
- Date(s) of offering – calendar to select date(s)
- Start time
- Course duration (hours)

If virtual, the following fields are also required
- Special instructions – text field
- Virtual offering weblink

Additional virtual fields would not show in the published course offering, it would be included in the notification sent to the Learner upon registration.

Pre-population of the following fields
- Contact Information for Training Provider (email and telephone)

Applicant Response:

[Insert your response here]

TP-C-04

Req ID	Rank	Requirement	Delivery Method
TP-C-04	HD	The solution should enable a Training Provider or administrator to delete or modify a course offering they have created.	[Insert your Delivery Method here]

Requirement Note:

If a Training Provider cancels or modifies a course and there are Learners registered an email notification should be generated to notify the Learner of the cancellation or course modification involving a change in the date, start time, pricing or location of the course. The same notification should also be sent to the Trainer.

Applicant Response:

[Insert your response here]

TP-C-05

Req ID	Rank	Requirement	Delivery Method
TP-C-05	D	The solution should enable a Training Provider or administrator to clone an existing course offering to create a new one.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

TP-C-06

Req ID	Rank	Requirement	Delivery Method
TP-C-06	HD	The solution should enable the Training Provider or administrator to view and filter course offerings.	[Insert your Delivery Method here]

Requirement Note:

This listing should include filters on:
- Date (to and from)
- Offerings with no registrations
- Course status (completed or not)

Information to be displayed should include:
- Course name
- Start date
- Course status
- Trainer name (first, last)
- Location
- Course capacity
- Number of registrations

Applicant Response:

[Insert your response here]

TP-C-07

Req ID	Rank	Requirement	Delivery Method
TP-C-07	HD	The solution should prevent the Training Provider or administrator from deleting a course offering where attendance or grades have been recorded.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

TP-C-08

Req ID	Rank	Requirement	Delivery Method
TP-C-08	D	The solution should prevent Training Providers or administrator from being able to create course offerings in the past.	[Insert your Delivery Method here]

Requirement Note:

WorkplaceNL should be provided with an override for this situation.

Applicant Response:

[Insert your response here]

TP-C-09

Req ID	Rank	Requirement	Delivery Method
TP-C-09	D	The solution should enable a Training Provider or administrator to hold seats for a given course.	[Insert your Delivery Method here]

Requirement Note:

Held seats should come off against the course capacity.

Applicant Response:

[Insert your response here]

TP-C-10

Req ID	Rank	Requirement	Delivery Method
TP-C-10	D	The solution should enable the Training Provider, administrator or Trainer to fill a held seat with Learner information.	[Insert your Delivery Method here]

Requirement Note:

If the Learner does not have an account in the system, one will have to be created. The Learner account created by the Training Provider, administrator or Trainer can be edited or deleted up to the point where attendance is taken for the class where the account was created. If the Learner does have an account in the system the Training Provider, administrator or Trainer can search the Learner by name, telephone number or email address as part of the registration process. This will not auto link the Learner with the Employer's network. The Learner should be required to use the feature defined in this document to request to be a member of the Employer's Network.

Applicant Response:

[Insert your response here]

TP-C-11

Req ID	Rank	Requirement	Delivery Method
TP-C-11	HD	The solution should enable the Training Provider, administrator or Trainer to add or remove a Learner from an upcoming course offering.	[Insert your Delivery Method here]

Requirement Note:

There are situations that this would be required for replacement situations that otherwise would exceed capacity.

Applicant Response:

[Insert your response here]

TP-R-01

Req ID	Rank	Requirement	Delivery Method
TP-R-01	HD	The solution should enable a report by course for a Training Provider or administrator which shows registered Learners for the course.	[Insert your Delivery Method here]

Requirement Note:

The Training Provider or administrator should select the course for which they wish to run the report. Information on this report should include Learner name, email and telephone number. The header information of this report should include the Trainer, course capacity, total number of registrations, course date and course location.

Applicant Response:

[Insert your response here]

TP-R-02

Req ID	Rank	Requirement	Delivery Method
TP-R-02	D	The solution should enable the Training Provider or administrator to run a report to produce courses taught by Trainer and certification training standard.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include:
- Trainer name (first, last, and email)
- Learner name (first, last, year of birth, CTR ID, and email)
- Course name and date of offering
- Course result (pass, fail)
- Course expiry date

Applicant Response:

[Insert your response here]

TP-R-03

Req ID	Rank	Requirement	Delivery Method
TP-R-03	HD	The solution should enable the Training Provider or administrator to run a report of Learners taught.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include:
- Learner name (first, last, year of birth, CTR ID, and email)
- Course name and date of offering
- Course result (pass, fail)
- Course expiry date

Applicant Response:

[Insert your response here]

TP-R-04

Req ID	Rank	Requirement	Delivery Method
TP-R-04	HD	The solution should enable the Training Provider or administrator to run a report of Trainers attached to their network.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include:
- Trainer name (first, last, and email)
- Course name and date of offering
- Trainer approval date

Applicant Response:

[Insert your response here]

7. Trainers

Trainers are associated with a training provider, they can apply to be a Trainer, and once approved they can view courses that they are assigned to teach, add Learners to a course offering, take attendance and assign the course pass or fail result for each Learner.

T-A-01

Req ID	Rank	Requirement	Delivery Method
T-A-01	D	The solution should enable a valid account user to apply to be a Trainer via an online application process.	[Insert your Delivery Method here]

Requirement Note:

The application process should include an application and the ability to upload required documents and store them within the CTR. The solution should enable WorkplaceNL to be notified of the submitted application. The application should not allow the submission of the application if the mandatory fields or required documents are not attached.

Applicant Response:

[Insert your response here]

T-A-02

Req ID	Rank	Requirement	Delivery Method
T-A-02	D	The solution should enable WorkplaceNL to approve, reject or place a Trainer's application in a pending status.	[Insert your Delivery Method here]

Requirement Note:

This should include the ability to review the submitted application and documents. There is an external process to evaluate Trainer capabilities prior to their approval as a Trainer. Until this process is completed the application remains in pending status. A part of the application process is to identify the courses for which the Trainer is requesting to teach. These courses will be listed on the application form.

Applicant Response:

[Insert your response here]

T-A-03

Req ID	Rank	Requirement	Delivery Method
T-A-03	D	The solution should enable an existing Trainer to apply to teach additional courses beyond those approved in the original application.	[Insert your Delivery Method here]

Requirement Note:

This should include a review of the submitted application and documents. WorkplaceNL will approve or reject the request and send notification. The solution should enable WorkplaceNL to be notified of the submitted application. The solution should allow for additional required documentation to be uploaded when Trainers request to teach additional courses.

Applicant Response:

[Insert your response here]

T-N-01

Req ID	Rank	Requirement	Delivery Method
T-N-01	D	The solution should enable WorkplaceNL to send a notification email with optional attachments to the Trainer if they have been approved or rejected.	[Insert your Delivery Method here]

Requirement Note:

If approved as a Trainer, it should also include the course they are approved to teach.

Applicant Response:

[Insert your response here]

T-N-02

Req ID	Rank	Requirement	Delivery Method
T-N-02	D	The solution should notify the Trainer and Training Provider that a course that has exceeded its scheduled delivery date has not been completed based on a set interval.	[Insert your Delivery Method here]

Requirement Note:

The set interval (days) should be a configuration variable that can be set.

Applicant Response:

[Insert your response here]

T-D-01

Req ID	Rank	Requirement	Delivery Method
T-D-01	HD	The solution should enable the Trainer to view on their dashboard the courses they are approved to teach, historical courses taught and upcoming courses they are scheduled to teach.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

T-D-02

Req ID	Rank	Requirement	Delivery Method
T-D-02	HD	The solution should enable the Trainer to switch between Training Providers to view information relevant to each Training Provider.	[Insert your Delivery Method here]

Requirement Note:

A Trainer could be associated with one or more Training Providers.

Applicant Response:

[Insert your response here]

T-C-01

Req ID	Rank	Requirement	Delivery Method
T-C-01	HD	The solution should enable the Trainer to remove or add a Learner to an upcoming course.	[Insert your Delivery Method here]

Requirement Note:

A person (Learner) added to a course by a Trainer must have a valid user account. If one doesn't exist, one must be created. The Learner account created by the Training Provider or Trainer can be edited or deleted up to the point where attendance is taken for the class where the account was created. If a Trainer adds or removes a Learner to or from a course, a notification should be sent to the Learner and Training Provider.

Applicant Response:

[Insert your response here]

T-C-02

Req ID	Rank	Requirement	Delivery Method
T-C-02	HD	The solution should enable the Trainer to see the Learners who attended the course offering.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

T-C-03

Req ID	Rank	Requirement	Delivery Method
T-C-03	HD	The solution should enable the Trainer to see the course pass or fail result at the Learner level.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

T-C-04

Req ID	Rank	Requirement	Delivery Method
T-C-04	HD	The solution should enable the Trainer to view and filter course offerings.	[Insert your Delivery Method here]

Requirement Note:

This listing should include filters on:
- Date (to and from)
- Offerings with no registrations
- Course status (completed or not)

Information to be displayed should include:
- Course name

- Start date
- Course status
- Trainer name (first, last)
- Location
- Course capacity
- Number of registrations

Applicant Response:

[Insert your response here]

T-C-05

Req ID	Rank	Requirement	Delivery Method
T-C-05	D	The solution should only allow attendance to be taken within one hour before the start time of the course offering.	[Insert your Delivery Method here]

Requirement Note:

Example: The course offering is scheduled to start at 2:00 pm. The solution should allow attendance to be taken starting at 1:00 pm.

Applicant Response:

[Insert your response here]

T-C-06

Req ID	Rank	Requirement	Delivery Method
T-C-06	D	The solution should prevent grades from being assigned until attendance is recorded.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

8. Enforcement OHS Officers

Enforcement OHS Officers enforce the requirement for legislative occupational health and safety training therefore, they require the ability to search Learners for confirmation that appropriate certification is attained.

EO-D-01

Req ID	Rank	Requirement	Delivery Method
EO-D-01	HD	The solution should enable an enforcement officer the ability to search, filter, view, download, save and print Learner training records.	[Insert your Delivery Method here]

Requirement Note:

Information that should be available includes:
- Learner name, email, address, telephone number and user ID
- Learner course records
- Training Provider
- Trainer name (first, last, and email)
- Completion and expiry dates

Applicant Response:

[Insert your response here]

9. WorkplaceNL Staff

WorkplaceNL will have two types of users; WorkplaceNL Auditor and WorkplaceNL Administrator. The auditor's classification will have the ability to search Learners to confirm certification has been attained. The administrator's classification will have the ability to create user roles within the application, create and modify records, and will be the highest level of access in the solution.

WA-D-01

Req ID	Rank	Requirement	Delivery Method
WA-D-01	HD	The solution should enable a dashboard with the capability to administrate all options within the solution.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

WA-D-02

Req ID	Rank	Requirement	Delivery Method
WA-D-02	HD	The solution should enable the WorkplaceNL Administrators to view the dashboard of an Employer, Training Provider or Trainer.	[Insert your Delivery Method here]

Requirement Note:

WorkplaceNL Administrators should have the same access as the owner or administrator for a given network.

Applicant Response:

[Insert your response here]

WA-D-03

Req ID	Rank	Requirement	Delivery Method
WA-D-03	HD	The solution should enable the WorkplaceNL Administrators to search for an Employer network, Training Provider network or Trainer.	[Insert your Delivery Method here]

Requirement Note:

The search should have a filter to search: an Employer network, a Training Provider network, a Trainer, and any combination thereof.

Applicant Response:

[Insert your response here]

WA-D-04

Req ID	Rank	Requirement	Delivery Method
WA-D-04	HD	The solution should enable the WorkplaceNL Administrators to view a list of all networks or only Employer networks, Training Provider networks or Trainers; and be able to select an entry to view from that list.	[Insert your Delivery Method here]

Requirement Note:

The list generated distinguishes between an Employer network, a Training Provider network, and Trainers. This should be a sortable list. WorkplaceNL Administrator should be able to access the desired dashboard from this listing.

Applicant Response:

[Insert your response here]

WA-TP-01

Req ID	Rank	Requirement	Delivery Method
WA-TP-01	D	The solution should enable the WorkplaceNL Administrators to review a Training Provider application and either approve or reject the application.	[Insert your Delivery Method here]

Requirement Note:

If approved, the Training Provider network should be created and notice sent to the Training Provider that it is ready for their use. If rejected, notice should be sent to the Training Provider that their request has been denied. In either case, attachments to the email may be required.

Information to create the network should include:
- Name of network
- Network description (optional)
- Web address of the Training Provider (optional)
- Corporate contact information (email, telephone) (optional)
- Address information (optional)
- Network owner profile information (name, email, telephone)

Applicant Response:

[Insert your response here]

WA-TP-02

Req ID	Rank	Requirement	Delivery Method
WA-TP-02	HD	The solution should enable the WorkplaceNL Administrators to review the courses a Training Provider is approved to teach.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

WA-TP-03

Req ID	Rank	Requirement	Delivery Method
WA-TP-03	HD	The solution should enable the WorkplaceNL Administrators to suspend and remove courses a Training Provider is approved to teach.	[Insert your Delivery Method here]

Requirement Note:

A Training Provider may be suspended or removed from one course, but may be approved to teach others, i.e., suspended from fall protection but still approved for traffic control. All Learners who are scheduled for a course for which the Training Provider has been suspended should receive notice that the course has been cancelled. All scheduled courses for which the Training Provider has been suspended from teaching should be removed from the catalogue.

Applicant Response:

[Insert your response here]

WA-TP-04

Req ID	Rank	Requirement	Delivery Method
WA-TP-04	HD	The solution should enable the WorkplaceNL Administrators to inactivate or reactivate a Training Provider network.	[Insert your Delivery Method here]

Requirement Note:

Inactivation should trigger all accounts for the Training Provider and Training Provider administrators to be inactivated. All Learners who are scheduled for a course with that Training Provider should receive notice that the course has been cancelled.

All courses that have been scheduled for that Training Provider should be removed from the catalogue. Reactivation should re-establish the network with only the Training Provider's account. Administrators and courses offerings will not be reactivated.

Applicant Response:

[Insert your response here]

WA-TP-05

Req ID	Rank	Requirement	Delivery Method
WA-TP-05	HD	The solution should enable the WorkplaceNL Administrators to edit a Training Provider network.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

WA-T-01

Req ID	Rank	Requirement	Delivery Method
WA-T-01	D	The solution should enable the WorkplaceNL Administrators to review a Trainer's application and either approve, reject or place the application in pending status.	[Insert your Delivery Method here]

Requirement Note:

If approved, the Trainer account should be created and notice sent to the Trainer. If rejected, notice should be sent to the Trainer that their request has been denied.

Information to create the network should include:
- Name of Trainer
- Contact information (email, telephone) (optional)
- Address information (optional)

Applicant Response:

[Insert your response here]

WA-T-02

Req ID	Rank	Requirement	Delivery Method
WA-T-02	HD	The solution should enable the WorkplaceNL Administrators to review the courses a Trainer is approved to teach.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

WA-T-03

Req ID	Rank	Requirement	Delivery Method
WA-T-03	HD	The solution should enable the WorkplaceNL Administrators to add, suspend and remove the courses a Trainer is approved to teach.	[Insert your Delivery Method here]

Requirement Note:

A Trainer may be suspended or removed from teaching one course, but may be approved to teach for others, i.e., suspended from teaching fall protection but still approved to teach traffic control.

Applicant Response:

[Insert your response here]

WA-T-04

Req ID	Rank	Requirement	Delivery Method
WA-T-04	HD	The solution should enable the WorkplaceNL Administrators to inactivate or reactivate a Trainer.	[Insert your Delivery Method here]

Requirement Note:

Inactivation should trigger all accounts for the Trainer to be inactivated. Reactivation should re-establish the account.

Applicant Response:

[Insert your response here]

WA-T-05

Req ID	Rank	Requirement	Delivery Method
WA-T-05	HD	The solution should enable the WorkplaceNL Administrators to edit a Trainer account.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

WA-L-01

Req ID	Rank	Requirement	Delivery Method
WA-L-01	HD	The solution should enable the WorkplaceNL Administrators and WorkplaceNL Auditors to search Learners.	[Insert your Delivery Method here]

Requirement Note:

Search by first and last name, email address and Learner CTR ID. The WorkplaceNL Administrator should be able to access the Learner's profile and course history from the information presented in the search results.

Applicant Response:

[Insert your response here]

WA-L-02

Req ID	Rank	Requirement	Delivery Method
WA-L-02	HD	The solution should enable the WorkplaceNL Administrators to combine two or more Learners into one record set.	[Insert your Delivery Method here]

Requirement Note:

There may be instances where Learners have multiple accounts using different email addresses. This creates a need to merge the profile and course history into one record set.

Applicant Response:

[Insert your response here]

WA-A-01

Req ID	Rank	Requirement	Delivery Method
WA-A-01	HD	The solution should enable the WorkplaceNL Administrators to create and remove accounts of other WorkplaceNL Administrators or WorkplaceNL Auditors.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

WA-C-01

Req ID	Rank	Requirement	Delivery Method
WA-C-01	HD	The solution should enable the WorkplaceNL Administrators to create, edit and delete educational offerings (webinars, workshops, online courses) to be presented in the CTR catalogue.	[Insert your Delivery Method here]

Requirement Note:

Certificates should be issued for webinars, workshops and online courses. Certificates based on attendance are issued for the webinars and workshops. Certificates for the online courses are based on course completion.

Applicant Response:

[Insert your response here]

WA-C-02

Req ID	Rank	Requirement	Delivery Method
WA-C-02	HD	The solution should enable the WorkplaceNL Administrators with an override option to register a Learner for a recertification course if they do not have the prerequisite courses.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

WA-C-03

Req ID	Rank	Requirement	Delivery Method
WA-C-03	D	The solution should enable the WorkplaceNL Administrators to issue or remove a certificate for a Trainer without completion of a course.	[Insert your Delivery Method here]

Requirement Note:

This feature also includes the WorkplaceNL Administrators ability to update the expiry of the certificate.

Applicant Response:

[Insert your response here]

WA-C-04

Req ID	Rank	Requirement	Delivery Method
WA-C-04	HD	The solution should enable the WorkplaceNL Administrators to search course offerings by numerous search criteria.	[Insert your Delivery Method here]

Requirement Note:

Search criteria should include Training Provider, Trainer, course name, to and from dates, and location. This information should also be able to be saved as a report or exported as a Microsoft Excel CSV file.

Applicant Response:

[Insert your response here]

WA-C-05

Req ID	Rank	Requirement	Delivery Method
WA-C-05	D	The solution should enable the WorkplaceNL Administrators and WorkplaceNL Auditors to search online courses for a specific Learner and course to determine course completion progress.	[Insert your Delivery Method here]

Requirement Note:

As an example, Learner Y is 30% complete for the Harassment Prevention Course.

Applicant Response:

[Insert your response here]

WA-C-06

Req ID	Rank	Requirement	Delivery Method
WA-C-06	HD	The solution should enable the WorkplaceNL Administrators to modify a class record after a Trainer has taken attendance and grades have been assigned.	[Insert your Delivery Method here]

Requirement Note:

The system should update the leaner's record to reflect the changes.

Applicant Response:

[Insert your response here]

WA-C-07

Req ID	Rank	Requirement	Delivery Method
WA-C-07	HD	The solution should enable the WorkplaceNL Administrators to change the Trainer after a Trainer has taken attendance and grades have been assigned.	[Insert your Delivery Method here]

Requirement Note:

The system should update the leaner's record to reflect the changes.

Applicant Response:

[Insert your response here]

WA-R-01

Req ID	Rank	Requirement	Delivery Method
WA-R-01	HD	The solution should enable the WorkplaceNL Administrators to generate a list of registered Learners for a workshop.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include Learner name, email address, mailing address, Employer name (if provided), and telephone number.

Applicant Response:

[Insert your response here]

WA-R-02

Req ID	Rank	Requirement	Delivery Method
WA-R-02	HD	The solution should enable the WorkplaceNL Administrators to run a report for an approved Training Provider by Trainers, by training standard (grouping), by course, and by any combination thereof.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: Training Provider name, Training Provider email address, telephone number, Trainer name, Trainer email address, training standard (grouping) name, and course name. This report does not include the Learners.

Applicant Response:

[Insert your response here]

WA-R-03

Req ID	Rank	Requirement	Delivery Method
WA-R-03	HD	The solution should enable the WorkplaceNL Administrators to run a report for a Trainer by training standard (grouping), by course, and by any combination thereof.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: Training Provider name, Training Provider email address, telephone number, Trainer name, Trainer email address, training standard (grouping) name, and course name. This report does not include the Learners.

Applicant Response:

[Insert your response here]

WA-R-04

Req ID	Rank	Requirement	Delivery Method
WA-R-04	HD	The solution should enable the WorkplaceNL Administrators to run a course report by Training Provider and Trainer.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include Learner name, Learner email address, Employer name (if provided), training standard (grouping) name, course name, course status (attended, pass/fail result), Training Provider name, and Trainer name, by date range.

This report is to include situations where the courses equal zero.
Applicant Response:

[Insert your response here]

WA-R-05

Req ID	Rank	Requirement	Delivery Method
WA-R-05	HD	The solution should enable the WorkplaceNL Administrators to run online course completion reports.	[Insert your Delivery Method here]

Requirement Note:

Information on this report to include Learner name, Learner email address, Employer name (if provided), training standard (grouping) name, course name, course status (attended, pass/fail result), Training Provider name, and Trainer name, by date range.

This report should to include situations where the courses equal zero.

Applicant Response:

[Insert your response here]

WA-R-06

Req ID	Rank	Requirement	Delivery Method
WA-R-06	HD	The solution should enable the WorkplaceNL Administrators to run an Employer network report.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include Employer name, date network established, names of Learners linked to network, training standard (grouping) name, course names completed by Learners linked, expiry of standard and courses (if applicable).

Applicant Response:

[Insert your response here]

10. Learning Management System

The solution should contain a complete Learning Management System (LMS) in addition to the Certification Training Registry. The LMS should enable the development,

launch, and completion of online, self-paced courses and the issuance of certificates for completed courses.

LMS-CM-01

Req ID	Rank	Requirement	Delivery Method
LMS-CM-01	HD	The solution should enable the development and launch of online self-paced courses.	[Insert your Delivery Method here]

Requirement Note:

This should include the ability to develop the course using the solution as well as publishing it to the LMS for access. Versioning of courses is a desired feature. If course creation cannot be completed within the LMS, please comment on the solution's ability to interface with Articulate.

Articulate is an e-learning platform used to create online learning courses. The courses include audio and video components as well as other interactive content. Currently, WorkplaceNL uses Articulate to develop LMS based courses using the Articulate desktop software. The Articulate files are exported as SCORM files which are used by the CTR/LMS to launch the LMS courses. Certificates of competition are issued in the CTR/LMS.

Applicant Response:

[Insert your response here]

LMS-CM-02

Req ID	Rank	Requirement	Delivery Method
LMS-CM-02	D	The solution should enable the classification of a course as public or private.	[Insert your Delivery Method here]

Requirement Note:

Private LMS courses should only be available to WorkplaceNL staff and therefore should only be seen by WorkplaceNL staff. Private courses would be restricted to the Learners within the WorkplaceNL network.

Applicant Response:

[Insert your response here]

LMS-CM-03

Req ID	Rank	Requirement	Delivery Method
LMS-CM-03	HD	The solution should enable the Learner to view courses for which they can register.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

LMS-CM-04

Req ID	Rank	Requirement	Delivery Method
LMS-CM-04	HD	The solution should enable the Learner to pause and resume the course at a later date, picking up from where they left off.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

LMS-CM-05

Req ID	Rank	Requirement	Delivery Method
LMS-CM-05	HD	The solution should enable the Learner's dashboard to show courses completed, those in progress and those registered for but not started.	[Insert your Delivery Method here]

Requirement Note:

Information displayed in this list should include course name, course description, start date, completion date, and certificate expiry date (if applicable).

Applicant Response:

[Insert your response here]

LMS-CM-06

Req ID	Rank	Requirement	Delivery Method
LMS-CM-06	HD	The solution should enable the Learner's dashboard to show the certificates received as well as enable the ability to download the certificate.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

LMS-R-01

Req ID	Rank	Requirement	Delivery Method
LMS-R-01	HD	The solution should enable the WorkplaceNL Administrators to run a report showing the number of Learners who have registered for a course for a specified date range.	[Insert your Delivery Method here]

Requirement Note:

Information displayed on the report should list the registered Learners for the course and their course status displayed by course with header details which include: the course name, total number of registrations, in-progress, registered but not started, and completed. This report should be run using to and from date parameters.

Applicant Response:

[Insert your response here]

11. Reports

In addition to any report listed with other sections of the RFP, these are the report requirements.

R-RW-01

Req ID	Rank	Requirement	Delivery Method
R-RW-01	D	The solution should include a report writer that will allow WorkplaceNL to create additional reports on demand.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

R-RD-01

Req ID	Rank	Requirement	Delivery Method
R-RD-01	HD	The solution should allow any out-of-the box data fields as well as any custom fields to be utilized on any report.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

R-TP-01

Req ID	Rank	Requirement	Delivery Method
R-TP-01	HD	The solution should enable the WorkplaceNL Administrators to run a report showing Training Provider by status.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include status (approved or rejected and active or inactive), Training Provider name, user ID, username and user email address; by date range.

Applicant Response:

[Insert your response here]

R-TP-02

Req ID	Rank	Requirement	Delivery Method
R-TP-02	HD	The solution should enable the WorkplaceNL Administrators to run a report showing the Training Provider by training standard and course approved to teach.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: Training Provider name, email address, address, training standard name and course name; by date range.

Applicant Response:

[Insert your response here]

R-TP-03

Req ID	Rank	Requirement	Delivery Method
R-TP-03	HD	The solution should enable the WorkplaceNL Administrators to run a course report by Training Provider.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: Training Provider name, email address, training standard name, course name, name of Learner, and total number of Learners in a course; by date range. All courses approved to be taught should be shown on this report even if the course was not taught during the specified date range.

Applicant Response:

[Insert your response here]

R-T-01

Req ID	Rank	Requirement	Delivery Method
R-T-01	HD	The solution should enable the WorkplaceNL Administrators to run a report showing Trainers by status.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: Trainer status (approved or rejected and active or inactive), Trainer name, user ID, and email address; by date range.

Applicant Response:

[Insert your response here]

R-T-02

Req ID	Rank	Requirement	Delivery Method
R-T-02	HD	The solution should enable the WorkplaceNL Administrators to run a report showing the Trainer by training standard and course approved to teach.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: Trainer name, Trainer email address, training standard name, and course name; by date range. All courses approved to be taught should be shown on this report even if the course was not taught during the specified date range.

Applicant Response:

[Insert your response here]

R-T-03

Req ID	Rank	Requirement	Delivery Method
R-T-03	HD	The solution should enable the WorkplaceNL Administrators to run a course report by Trainer for a specified date range.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: Trainer name, Trainer email address, training standard name, course name, name of Learner, and total number of Learners in the course; by date range. All courses approved to be taught should be shown on this report even if the course was not taught during the specified date range.

Applicant Response:

[Insert your response here]

R-C-01

Req ID	Rank	Requirement	Delivery Method
R-C-01	HD	The solution should enable the WorkplaceNL Administrators to run a course report for a specified date range.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: training standard name, course name, course scheduled date, Training Provider name, Training Provider email address, Trainer name, and Trainer email address; by date range.

Applicant Response:

[Insert your response here]

R-C-02

Req ID	Rank	Requirement	Delivery Method
R-C-02	HD	The solution should enable the WorkplaceNL Administrators to run a report of courses for a specified date range for which attendance has not been taken.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: training standard name, course name, course scheduled date, Training Provider name, Trainer name, and Trainer email address; by date range.

Applicant Response:

[Insert your response here]

R-UA-01

Req ID	Rank	Requirement	Delivery Method
R-UA-01	HD	The solution should enable the WorkplaceNL Administrators to run a report for a specified date range of all user accounts by type.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: username, email address, address, and user account type (Learner, Employer, Training Provider, Trainer, Administrator); by date range.

Applicant Response:

[Insert your response here]

R-AU-02

Req ID	Rank	Requirement	Delivery Method
R-AU-02	HD	The solution should enable the WorkplaceNL Administrators to run a report for a specified date range of new user accounts created.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: username, email address, and address; by date range.

Applicant Response:

[Insert your response here]

R-AU-03

Req ID	Rank	Requirement	Delivery Method
R-AU-03	HD	The solution should enable the WorkplaceNL Administrators to run a report for a specified date range of user accounts created but not activated.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: username, email address, and address; by date range.

Applicant Response:

[Insert your response here]

R-AU-04

Req ID	Rank	Requirement	Delivery Method
R-AU-04	HD	The solution should enable the WorkplaceNL Administrators to run a report that identifies the WorkplaceNL privileged accounts and WorkplaceNL Auditor accounts within the solution.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

R-UA-05

Req ID	Rank	Requirement	Delivery Method
R-UA-05	HD	The solution should enable the WorkplaceNL Administrators to run a report of administrators who have been added to the Employer's Network.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: the administrator's name and email address for each Employer. All Employers should be on the list whether or not they have assigned administrators.

Applicant Response:

[Insert your response here]

R-UA-06

Req ID	Rank	Requirement	Delivery Method
R-UA-06	HD	The solution should enable the WorkplaceNL Administrators to run a report of administrators who have been added to the Training Provider's Network.	[Insert your Delivery Method here]

Requirement Note:

Information on this report should include: the administrator's name and email address for each Training Provider. All Training Providers should be on the report whether or not they have assigned administrators.

Applicant Response:

[Insert your response here]

12. Interfaces

The interfaces included are a mix of data exchanges between WorkplaceNL solutions and our 3ʳᵈ party partners / vendors.

I-C-01

Req ID	Rank	Requirement	Delivery Method
I-C-01	M	The solution must enable a daily extract of Learner data for use by WorkplaceNL internal systems from the solution via an API or file import process.	[Insert your Delivery Method here]

Requirement Note:

The following data fields must be included in the daily transfer:

- Learning record ID
- Completion status (complete/incomplete)
- Course Result (passed/failed)
- Course completed date
- Employer ID
- Learner ID
- Learner first name

- Learner last name
- Year of birth
- Trainee type
- Learner email
- Learner telephone number
- Learner created date
- Learner confirmed date
- Course ID
- Training Standard ID
- Training Standard name
- Expiration date
- Class ID
- Class start date
- Class location street address
- Class city/town
- Class location postal code
- Training provider ID
- Training provider name
- Training provider city/town
- Trainer ID
- Trainer first name
- Trainer last name
- Trainer email
- Trainer city/town
- Employer training ID

Applicant Response:

[Insert your response here]

I-C-02

Req ID	Rank	Requirement	Delivery Method
I-C-02	D	The solution should enable an interface from a third-party Training Provider application for course completion data via an API or file import process.	[Insert your Delivery Method here]

Requirement Note:

The information that should be transferred includes:
- Completion status (complete/incomplete)
- Course Result (passed/failed)

- Course completed date
- Learner first name
- Learner last name
- Year of birth
- Trainee type
- Learner email
- Learner telephone number
- Learner created date
- Learner confirmed date
- Course ID
- Training Standard ID
- Training Standard name
- Expiration date
- Class start date
- Class location street address
- Class city/town
- Class location postal code
- Training provider name
- Training provider city/town
- Trainer first name
- Trainer last name
- Trainer email
- Trainer city/town

Applicant Response:

[Insert your response here]

I-ED-01

Req ID	Rank	Requirement	Delivery Method
I-ED-01	M	The solution must enable a daily upload of Employer data from WorkplaceNL internal systems to the solution.	[Insert your Delivery Method here]

Requirement Note:

The following data fields must be included in the daily transfer:
- Training ID
- Trade Name
- Company Name
- Address 1
- Address 2

- Address 3
- City/Town
- Country
- Province
- Postal Code
- Telephone
- Fax
- Civic Address
- Training Number Employer Identifier
- Master Firm Training Number
- Training Employer Invoice #1 Hashed
- Training Employer Invoice #2 Hashed
- User Created
- Date Created
- Time Created
- User Updated
- Date Updated
- Time Updated

WorkplaceNL will create the upload file based on the agreed upon process selected with the successful Applicant and the Applicant will process the file into the solution.

Applicant Response:

[Insert your response here]

I-LD-01

Req ID	Rank	Requirement	Delivery Method
I-LD-01	M	The solution must enable transfer of Learner registration data for webinars from GoToWebinar as registrations occur.	[Insert your Delivery Method here]

Requirement Note:

The information to be transferred must include:
- First Name
- Last Name
- Email
- Registration Date
- Country
- Address
- Telephone

- City
- State/Province
- Organization
- Zip/Postal Code

GoToWebinar is a web-based platform that enables WorkplaceNL to deliver virtual education and training in live or pre-recorded formats. Learners can be engaged with polls, surveys, videos and live Q&A. Education offerings are created in GoToWebinar and the registration URL from GoToWebinar is added to the CTR/LMS, through configuration, to allow learner registration. Once the education session is complete the attendance report is downloaded from GoToWebinar and this attendance report is used to create a certificate of attendance for the learner's profile in the CTR/LMS.

Applicant Response:

[Insert your response here]

13. Security

The requirements defined in this section apply to the security requirements.

S-MF-01

Req ID	Rank	Requirement	Delivery Method
S-MF-01	M	The solution must enable multi-factor authentication during login.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

S-E-01

Req ID	Rank	Requirement	Delivery Method
S-E-01	M	The solution must enable encryption at rest and in transit.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

S-P-01

Req ID	Rank	Requirement	Delivery Method
S-P-01	M	The solution must enable a forced password change at set intervals.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

S-P-02

Req ID	Rank	Requirement	Delivery Method
S-P-02	M	The solution must enable the password length to be at least 12 characters, containing at least 1 capital letter, one small letter and one special character.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

S-P-03

Req ID	Rank	Requirement	Delivery Method
S-P-03	M	The solution must enable accounts to be locked after a number of incorrect login attempts.	[Insert your Delivery Method here]

Requirement Note:

The value used for the number of attempts to trigger this must be changeable by WorkplaceNL Administrators.

Applicant Response:

[Insert your response here]

S-P-04

Req ID	Rank	Requirement	Delivery Method
S-P-04	M	The solution must enable automatic account lockout to be reset based on set interval.	[Insert your Delivery Method here]

Requirement Note:

The reset must allow a user to retry to login after a set time. The interval must be changeable by WorkplaceNL Administrators.

Applicant Response:

[Insert your response here]

S-SL-01

Req ID	Rank	Requirement	Delivery Method
S-SL-01	HD	The solution should enable hosting and storage of data, including backups, within Canada. The preferred hosting and storage location of data residency, including backups, is Canada, but other countries will be considered.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

14. Solution – Non-Functional

The requirements defined in this section apply to the non-functional requirements.

SP-UG-01

Req ID	Rank	Requirement	Delivery Method
SP-UG-01	M	The Applicant must ensure that they provide user and training guides for all elements and features of the solution.	[Insert your Delivery Method here]

Requirement Note:

User and training guides ideally are available via the solution but, at a minimum, maybe delivered to WorkplaceNL as electronic documents.

Applicant Response:

[Insert your response here]

SP-FAQ-01

Req ID	Rank	Requirement	Delivery Method
SP-FAQ-01	V	The solution should include an online FAQs for users.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

SP-TM-01

Req ID	Rank	Requirement	Delivery Method
SP-TM-01	M	The Applicant must ensure that they provide training material for all components of the solution.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

SP-T-01

Req ID	Rank	Requirement	Delivery Method
SP-T-01	M	The Applicant must ensure that they conduct train-the-trainer sessions to WorkplaceNL staff for all aspects of the solution.	[Insert your Delivery Method here]

Requirement Note:

The number of WorkplaceNL staff expected to be trained as trainers is 15.

Applicant Response:

[Insert your response here]

SP-H-01

Req ID	Rank	Requirement	Delivery Method
SP-H-01	M	The Applicant must ensure that the provided solution components are hosted within a cloud hosted infrastructure.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

SP-H-02

Req ID	Rank	Requirement	Delivery Method
SP-H-02	M	The Applicant must ensure they are able to provide a development and testing environment along with the production environment.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

SP-DM-01

Req ID	Rank	Requirement	Delivery Method
SP-DM-01	M	The solution must ensure that, if and where needed, a streamlined data migration can be performed, and that migrated / converted records can be validated.	[Insert your Delivery Method here]

Requirement Note:

This must be a part of the configuration of the solution.

Applicant Response:

[Insert your response here]

SP-BR-01

Req ID	Rank	Requirement	Delivery Method
SP-BR-01	M	The solution must include scheduled backup processes and well documented processes to restore the solution to a point in time, if required.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

SP-PM-01

Req ID	Rank	Requirement	Delivery Method
SP-PM-01	D	The solution should include the distribution of the upcoming patch management updates to WorkplaceNL prior to implementation.	[Insert your Delivery Method here]

Requirement Note:

If standard maintenance windows exist, please identify this in your response.

Applicant Response:

[Insert your response here]

SP-SV-01

Req ID	Rank	Requirement	Delivery Method
SP-SV-01	D	The solution should include the distribution of upcoming minor or major solution version release note updates to WorkplaceNL prior to implementation.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

15. Support

The requirements defined in this section apply to the support requirements.

S-T2-01

Req ID	Rank	Requirement	Delivery Method
S-T2-01	M	The Applicant must provide Tier 2 support via a hosted service desk ticketing application as described in sections 1.5.4, 1.5.5, 1.5.6 and 1.5.7 of the RFP.	[Insert your Delivery Method here]

Requirement Note:

In addition to describing the Tier 2 support process, please include as an optional item your ability to provide Tier 1 support (direct support from users).

Tier 1 support should provide technical support to WorkplaceNL, Employers, Learners, Training Providers and Trainers when problems are encountered.

Applicant Response:

[Insert your response here]

S-OLR-01

Req ID	Rank	Requirement	Delivery Method
S-OLR-01	D	The solution should provide an online self-serve repository to allow WorkplaceNL to search for common issues and resolution processes.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

S-IR-01

Req ID	Rank	Requirement	Delivery Method
S-IR-01	M	The solution must provide a ticket classification scheme to enable WorkplaceNL to set the priority for the ticket along with a resolution timeframe for that classification.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

S-RE-01

Req ID	Rank	Requirement	Delivery Method
S-RE-01	M	The Applicant must ensure that they have an escalation resolution processes to allow focused and speedy resolution to issues raised.	[Insert your Delivery Method here]

Applicant Response:

[Insert your response here]

S-RP-01

Req ID	Rank	Requirement	Delivery Method
S-RP-01	M	The Applicant must ensure that they have an incidence response plan to address security breaches, ransomware, etc.	[Insert your Delivery Method here]

Requirement Note:

Please provide sufficient detail to allow WorkplaceNL to understand the depth of your plan.

Applicant Response:

[Insert your response here]

APPENDIX "E" – Evaluation Criteria Ratings and Process

Each evaluation committee member shall determine which of the four ratings in **Table 17** apply to the **Phase Two** and **Phase Three** Evaluation Criteria.

For the purpose of this document, the word Evaluation criteria refer to the items listed in **Table 13** and **Table 16**.

A – Evaluation Criteria

Table 17 – Evaluation Criteria Ratings

Rating	Description
Clearly Meets	The Applicant provided complete information for a given criterion that demonstrates a high degree of understanding of what was requested.
Satisfactorily Meets	The Applicant provided information for a given criterion that exhibited or included most of what was requested.
Partially Meets	The Applicant provided information for a given criterion that exhibited or included some of what was requested.
Does Not Meet	The Applicant provided information that did not meet the criterion or did not provide any information for the criterion.

Evaluation Criteria Score Calculation

The ratings for the Evaluation Criteria in **Table 13** and **Table 16** in the RFP will use the corresponding multiplier factor in **Table 18** against the evaluation percentage.

Table 18 – Assessment of Response to Evaluation Criteria

Rating	Multiplier Factor
Clearly Meets	1.0
Satisfactorily Meets	.75
Partially Meets	.3
Does Not Meet	0

B - Evaluation Requirements Response

This section describes the weighting factors for Functional and Non-Functional Requirements in **Appendix D** and how a final score for a single requirement is obtained.

Each evaluation committee member shall determine which of the four ratings in **Table 19** apply to the Functional and Non-Functional requirements outlined in **Appendix D**.

Table 19 – Requirements Response Ratings (Appendix D)

Rating	Description
Clearly Meets	The Applicant provided information for a requirement that described specifically how the requirement can be met in such a manner that exhibited compliance for the stated requirement as identified.
Satisfactorily Meets	The Applicant provided information for a requirement that described specifically how the requirement can be met in such a manner that exhibited or included most of what was being asked for (satisfactorily meets) for the stated requirement as identified.
Partially Meets	The Applicant provided information for a requirement that described specifically how the requirement can be met in such a manner that exhibited or included a limited description of what was being asked for (partially meets) for the stated requirement as identified.
Does Not Meet	The Applicant failed to provide any information for the requirement response or did not comply with what was being requested or the Applicant identified that the option was not available within their solution.

The Functional and Non-Functional requirements will be evaluated using the rating scale and the associated requirement baseline points identified in **Table 20** along with a predetermined and fixed weighting factor set for each requirement. The requirement weighting factors being utilized are identified in **Table 21**.

Table 20 – Functional and Non-Functional Requirement Score Calculation

Rating	Requirement Baseline Points
Clearly Meets	10
Satisfactorily Meets	7.5

Rating	Requirement Baseline Points
Partially Meets	3
Does Not Meet	0

Table 21 – Requirement Weighting Factors

Requirement Weighting Factors
1
2
3
5

The final points awarded for a requirement are determined by multiplying the **Table 20** baseline points awarded by the weighting factor for the requirement as identified in **Appendix D**.

Examples:

Example #	Requirement Weighting Factor	Evaluator Rating	Points Awarded
1	3	Clearly Meets	30 (3 x 10)
2	3	Satisfactorily Meets	22.5 (3 x 7.5)
3	3	Partially Meets	9 (3 x 3)
4	3	Does Not Meet	0

APPENDIX "F" – Terms and Conditions

The following Terms and Conditions, in addition to other Terms and Conditions to be negotiated, shall apply to any agreement resulting from this RFP. The successful Applicant is referred to as "Contractor" in this Appendix.

Definitions:

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 Contractor as a result of 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 Act, 2015,** SNL 2015 c. A-1.2, as amended (ATIPPA**)** and personal health information as defined in the **Personal Health Information Act,** SNL 2008, c. P-7.01, as amended.

"Parties" means WorkplaceNL and the Contractor; and, **"Party"** means either one of them.

Confidentiality, Privacy and Security

1. Each Party will protect all Confidential Information and/or Personal Information of the other Party with the same degree of care as it uses to avoid unauthorized collection, use, disclosure, publication or dissemination of its own Confidential Information and/or Personal Information, and at a minimum, with a reasonable degree of care.

2. Each Party will not collect, use, disclose, release, or otherwise make available to any third party, any Confidential Information or Personal Information of the other Party without the other Party's prior written consent. Each Party may disclose the other Party's Confidential Information and Personal Information to its employees, officers, directors, associates, subcontractors, accountants, attorneys, and 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 the Contractor 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 and agree to comply with these confidentiality obligations.

3. The Contractor acknowledges that WorkplaceNL is bound by the terms of the **Workplace Health, Safety and Compensation Act**, **2022**, S.N.L. 2022, c. W-11.1, 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 the Contractor, its employees, officers, directors, associates, and/or approved subcontractors, could become exposed to directly or indirectly during the performance of Services. WorkplaceNL may be compelled to disclose data or information pursuant to ATIPPA.

4. The obligations in the Agreement will not restrict any disclosure of Confidential Information by the receiving Party if such Confidential Information meets one of the following criteria: (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, officers, directors, associates, and/or subcontractors), but this exclusion does not apply to WorkplaceNL Personal Information; (iii) the Confidential Information was already known to the receiving Party prior to receiving it without any obligation of confidentiality; (iv) the Confidential Information is rightfully received by the receiving Party from a third party without any obligation of confidentiality; (v) the receiving Party is required to do so under an order from a court, by subpoena or other legal process, by law or by applicable regulatory or professional standard (provided that the receiving Party provides reasonable prior written notice to the disclosing Party). The burden of proof that Confidential Information meets any one of the criteria will be borne by the Party claiming such exemption.

5. WorkplaceNL may also disclose Confidential Information (other than information relating to the pricing of the Services) of the Contractor 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 proposals); (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. When the Agreement expires or terminates, each Party will return to the other Party all Confidential Information and/or Personal Information of the other Party in its possession or control, including all copies, or at the other Party's option, destroy the Confidential Information and/or Personal Information and provide to the other Party certificates evidencing the return or destruction. Notwithstanding anything else stated in the Agreement, if the Agreement terminates for any reason, WorkplaceNL (i) may retain one copy of the Contractor'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 Contractor's Confidential Information in order to purge the Contractor'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 Contractor's Confidential Information for any other purpose.

7. The Contractor shall:

   (i) Notify WorkplaceNL promptly of any unauthorized possession, use or knowledge of WorkplaceNL Personal Information, or attempt to obtain possession, use or knowledge of WorkplaceNL Personal Information, by any person or entity which may become known to Contractor;

   (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;

   (iv) Promptly use all reasonable efforts to mitigate the damages related to the unauthorized use, possession, or knowledge and to prevent a recurrence of any such unauthorized use, possession, 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.

8. The Contractor shall ensure that it has in place and follows appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Personal Information, which are acceptable to WorkplaceNL and consistent with all applicable privacy legislation, including but not restricted to the following:

    (i)   At a minimum, using the same level of physical and electronic security as the Contractor employs to avoid disclosure or dissemination of the Contractor's own confidential information, to prevent the disclosure of any of the WorkplaceNL Personal Information to any third party, or to any of its employees, officers, directors, associates and/or approved subcontractors, 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, loss, theft, copying, modification or disposal of WorkplaceNL Personal Information, including, but not limited to, the use of multi-factor authentication. The security policies, standards and safeguards must be consistent with the industry accepted best practices and standards used or observed by comparable companies in North America;

    (iii) Providing appropriate access control methods for areas and information technology systems where WorkplaceNL Personal Information is stored;

    (iv) Advising WorkplaceNL of any changes in its security systems, procedures, practices, policies and standards that may negatively impact the protection of WorkplaceNL Personal Information;

    (v)   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

    (vi) Satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in WorkplaceNL's Protocols for Security of WorkplaceNL Information on Information Technology Assets, unless otherwise advised by WorkplaceNL, and this includes:

        (1) Complying with all alterations or updates of the Protocols as may be provided to the Contractor 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 the Protocols and in this Article.

9. The Contractor shall comply with the provisions of WorkplaceNL's Declaration of Confidentiality/Conflict of Interest and is fully and solely responsible to ensure compliance with the said Declaration and with this Article by the Contractor and its Third-Party Recipients. The Contractor shall provide to WorkplaceNL the said Declaration of Confidentiality/Conflict of Interest which has been executed by the Contractor or an officer or director of the Contractor.

10. Without limiting the generality of the foregoing, the Contractor acknowledges that WorkplaceNL has the right to obtain injunctive relief for violation of the terms of this Article. All those carrying out this Agreement on the Contractor's behalf are subject to this Agreement and may be liable to suit by WorkplaceNL for breaching this Article.

WorkplaceNL's Protocols for Security of WorkplaceNL Information on Information Technology Assets

11. The Contractor shall comply with WorkplaceNL's Protocols for Security of WorkplaceNL Information on Information Technology Assets attached to this Agreement as **Appendix G**. Breech of the said Protocols may, in WorkplaceNL's sole discretion, result in the immediate termination of this Agreement. The Contractor shall ensure that the Contractor's employees, officers, directors, associates, and/or subcontractors comply with WorkplaceNL's Protocols for Security of WorkplaceNL Information on Information Technology.

Limitation of Liability and Warranty

12. The Contractor represents, warrants and covenants to WorkplaceNL as follows:

    (i)   The Contractor has and will have the technology, personnel, and systems necessary to perform its obligations under the Agreement, except as otherwise specified in a Statement of Work. The Contractor 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 reasonably be expected from a service provider skilled and experienced in the nature of the Services. The Contractor warrants that the Services and all Deliverables shall have been tested, shall conform to an approved Statement of Work, and shall be free from defects for a period of 90 days from the date of acceptance. 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 Statement of Work.

    (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, and the Contractor's provision and WorkplaceNL's use of the Services, does not and will not infringe or misappropriate any Intellectual Property Rights. The Contractor 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 any consent. The Contractor is not aware of any infringement or misappropriation claims made by any third party in relation to the Deliverables or the Services.

(iv) The Deliverables, or any portion thereof, do not and will not contain any disabling mechanism, harmful code or protection feature designed to prevent its use, that may be used to access, modify, replicate, distort, delete, damage 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 90-day period (or such other time period the Parties may agree upon in Statement of Work) following WorkplaceNL Acceptance of a Deliverable, the Contractor shall fix deficiencies or errors in all or any part of a Deliverable at its own expense. The Contractor has no obligation to make corrections, repairs or replacements to a Deliverable that results solely and directly from WorkplaceNL misuse of a Deliverable in contravention of the Agreement or the applicable Statement of Work, unless such use was otherwise authorized by the Contractor.

(vi) The Contractor will and will cause each of its employees, officers, directors, associates and/or subcontractors or other third parties who provide or receive products or services for or on behalf of the Contractor for WorkplaceNL to comply with all applicable laws, rules, regulations and industry and governmental standards related to the performance of the Contractor's obligations under the Agreement.

13. The representations and warranties of the Contractor expressly set out in the Agreement are in lieu of all other representations and warranties pertaining to the Services, either expressed or implied, including but not limited to, warranties of merchantability and fitness for a particular purpose.

14. Subject to Paragraph 15, the liability of the Contractor or WorkplaceNL for any breach of the Agreement or otherwise from any acts or omissions of its respective employees, officers, directors, associates and/or subcontractors will in all circumstances be limited to direct damages and in no event will the Contractor 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.

15. Paragraph 14 will not apply to limit:

(i) the Contractor's liability on account of the bad faith or intentional misconduct of the Contractor, its employees, officers, directors, associates and/or subcontractors;

(ii) the Contractor's liability for a breach of the obligation of Confidentiality, Privacy and Security and/or the WorkplaceNL Protocols for Security of WorkplaceNL Information on Information Technology Assets, as described herein;

(iii) the Contractor'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.

16. Each Party has a duty to mitigate damages for which the other Party is responsible.

Indemnity

17. Notwithstanding any other provision of this Agreement (except as explicitly set out in this Agreement), the Contractor agrees to indemnify, defend and hold harmless WorkplaceNL and its employees, officers, directors, associates and/or subcontractors (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 Contractor, 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 Contractor's breach of any of its representations and warranties set forth in the Agreement; (b) the negligence, bad faith or intentional misconduct of the Contractor, its employees, officers, directors, associates and/or subcontractors, (c) any breach of the Contractor's obligations of Confidentiality, Privacy and Security, and/or the WorkplaceNL Protocols for Security of WorkplaceNL Information on Information Technology Assets, as described herein; (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 Contractor or any of its employees, officers, directors, associates and/or subcontractors of all or any part of the Contractor's obligations under the Agreement; or (e) any taxes, interest and penalties assessed against WorkplaceNL that are the obligations of the Contractor; (f) any claims arising

out of or related to occurrences the Contractor is required to insure against as outlined herein, to the extent of the Contractor's actual coverage under its insurance policies, or in the event the Contractor fails to have an acceptable insurance policy, in the nature and to the extent of the coverage required herein; provided; however, that this provision should not limit WorkplaceNL's right to indemnity under any provision of this Article; and (g) any claims arising from any service or systems provided by the Contractor or its subcontractors to a third party.

18. Notwithstanding any other provision of this Agreement, WorkplaceNL agrees to indemnify, defend and hold harmless the Contractor and its employees, officers, directors, associates and/or approved subcontractors (all of whom are third party beneficiaries of this indemnity) (collectively the **"Contractor Indemnitees"**) from and against any and all Losses as incurred that may be suffered by the Contractor 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 employees, officers, directors, associates and/or approved subcontractors of all or any part of WorkplaceNL's obligations under the Agreement; (c) any breach of WorkplaceNL's obligations of Confidentiality, Privacy and Security, as described herein; or (d) any amounts, including taxes, interests and penalties, assessed against the Contractor that are the obligations of WorkplaceNL.

Insurance

19. The Contractor shall, at its own expense and without limiting its liability herein, 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:

   (i) 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 Contractor pursuant to this Agreement;
   (ii) workers' compensation insurance as required in any province or state for the employees performing the Services,
   (iii) professional liability (errors and omissions) insurance in an amount not less than five million dollars ($5,000,000), and
   (iv) cyber risk insurance in an amount not less than five million dollars ($5,000,000) which shall name WorkplaceNL as an additional insured.

20. Certificates of insurance shall be provided to WorkplaceNL prior to the provision of Services under the Agreement and within 30 days of any insurance renewal. All insurance called for under the Agreement shall be endorsed to provide WorkplaceNL with 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 14 working days of the request. All insurance called for under the Agreement shall be primary insurance and shall not require the pro rata sharing of any loss by WorkplaceNL or any insurer of WorkplaceNL.

Termination

21. This Agreement may be terminated at any time by the mutual consent of the Parties.

22. WorkplaceNL's Right to Terminate: Notwithstanding any other provision of this Agreement, WorkplaceNL may, in addition to and not in lieu of any other right or remedy available, at law or in equity, terminate all or any part of this Agreement or a Statement of Work, at any time, without compensation to the Contactor for any such termination:

    (i)   immediately upon written notice to Contractor if: (i) WorkplaceNL rejects any Contractor Deliverable or Service three times as contemplated in this Agreement and provides written notice of such rejection to the Contractor, or (ii) the Contractor breaches any of its obligations of Confidentiality, Privacy and Security as described herein, or (iii) the Contractor breaches WorkplaceNL's Protocols for Security of WorkplaceNL Information on Information Technology Assets;
    (ii) the Contractor breaches any provision of this Agreement and that breach is not cured within 15 days of receipt of written notice of such breach from WorkplaceNL;
    (iii) immediately if the Contractor files a voluntary petition in bankruptcy, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a trustee or receiver for its business assets, becomes subject to any proceeding under any bankruptcy or insolvency law that is either consented to or is not dismissed within 60 days, initiates actions to wind up or liquidate its business voluntarily or otherwise, or ceases to do business in the ordinary course; and
    (iv) without cause, upon 60 days written notice to the Contractor.

23. The Contractor's Right to Terminate: Notwithstanding any other provision of this Agreement, the Contractor may, in addition to and not in lieu of any other right or remedy available, at law or in equity, terminate all or any part of this Agreement or a Statement of Work, at any time, immediately upon written notice to WorkplaceNL if:

   (i)   WorkplaceNL breaches any of its obligations of Confidentiality, Privacy and Security as described herein;

   (ii) WorkplaceNL files a voluntary petition in bankruptcy, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a trustee or receiver for its business assets, becomes subject to any proceeding under any bankruptcy or insolvency law that is either consented to or is not dismissed within 60 days, initiates actions to wind up or liquidate its business voluntarily or otherwise, or ceases to do business in the ordinary course; and

   (iii) WorkplaceNL breaches any of its obligations to pay in accordance with this Agreement and that breach is not cured within 30 days of receipt of written notice of such breach from the Contractor.

APPENDIX "G" – Protocols for Security of WorkplaceNL Information on Information Technology Assets

These requirements apply to the Contractor and all employees, officers, associates, and/or approved sub-contractors of the Contractor, and it is the responsibility of the Contractor to ensure that all such employees, officers, associates, and/or approved sub-contractors are aware of these restrictions and are in compliance herewith.

GENERAL

- Portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Contractors must implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- Confidential Information must be transferred using a secure, encrypted transfer mechanism that is approved by WorkplaceNL.

- Contractors are not permitted to store Confidential Information in cloud services (e.g., Onenote, etc.).

- When accessing WorkplaceNL networks externally, Contractors will use an encrypted multi-factor VPN connection that will be supplied by WorkplaceNL.

USE OF APPROVED DEVICES ON WORKPLACENL NETWORK

The following protocols apply to computing devices (desktop, laptop, mobile or other device) that have been approved for use on the WorkplaceNL network (Network). This may be a WorkplaceNL-issued device.

- The Contractor will permit WorkplaceNL to access and audit the device and all WorkplaceNL records on the device:
  - o to validate the security of the device or for maintenance or security of the Network.
  - o to add, remove, update and/or block any content, technical or otherwise, necessary for the maintenance or security of the Network or Confidential Information.
  - o to determine if the device or inappropriate use of the device had adversely impacted the Network or Confidential Information.
  - o to respond to an Access to Information and Protection of Privacy or legal discovery request.
- It is not permissible to:
  - o use the Network or device for illegal purposes, for personal gain or to contravene legislation, policies, directives or standards.
  - o 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.
  - o share personal computer drives or folders on a computer accessing the network.
  - o access the network remotely, either through wired or wireless connections, except through the use of a WorkplaceNL provisioned VPN connection with multi-factor authentication.

Contractor Initials:_____

- o copy or transfer personal 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 personal or 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.

- The Contractor must:
  - o securely manage and protect Network and device usernames and passwords.
  - o take reasonable precautions to prevent the introduction of viruses, SPAM or other malicious content.
  - o immediately notify the IT Service Desk (service.desk@workplacenl.ca or 709.778.1555) if potential harm to the Network or any device is known or suspected.

- There is 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 or Confidential Information on the device could be or has been used for an improper or illegal 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 the Contractor is found to be in violation of any protocol outlined herein.

- WorkplaceNL devices must be returned to a manager or direct supervisor upon departure from WorkplaceNL.

USE OF NON-WORKPLACENL DEVICES

- Unless specifically separately authorized by the Contractor's Agreement or otherwise, the Contractor is not permitted to attach non-WorkplaceNL computers or other information technology systems to any WorkplaceNL network. (e.g., plug your computer directly into a Network jack in a WorkplaceNL building).

- To obtain access to the Network, the Contractor must submit a request in writing to WorkplaceNL's Security Manager. If permission is granted, the Contractor must adhere to the terms and conditions of the Security Manager.

Contractor Initials:_____

DECLARATION OF CONFIDENTIALITY/CONFLICT OF INTEREST

As a Contractor to WorkplaceNL, _____, its employees, officers, directors, associates and/or approved sub-contractors (collectively, the "Company") will perform Services pursuant to the Agreement between the Contractor and WorkplaceNL. All information of or concerning WorkplaceNL, WorkplaceNL clients, or of third parties to whom WorkplaceNL owes a duty of confidence, that is received or obtained by the Company in the course of performing the Services, either directly or indirectly, is Confidential Information.

As a Contractor, I _____, (name), an officer or director of the Company, hereby swear (or affirm) on behalf of the Company:

1. I have read and understand the following documents and shall comply with all terms and conditions outlined therein:
   - WorkplaceNL Policy GP-01, Information Protection, Access and Disclosure;
   - WorkplaceNL Terms and Conditions which form Appendix "F" of the Request for Proposals: 2024-11-P; and
   - WorkplaceNL Protocols for Security of WorkplaceNL Information on Information Technology Assets.

2. I will comply with all professional standards and all obligations imposed under any applicable privacy laws, which may include 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**, RSNL 1990, c. P-22, as amended, and the **Personal Health Information Act**, SNL 2008, c. P-7.01, as amended ("**PHIA**").

3. I shall not collect, use, or retain, or disclose any Confidential Information whatsoever except to the extent necessary to perform Services, which shall be limited to the minimum amount of information necessary to accomplish the purpose. Further, I acknowledge and agree that these obligations continue indefinitely, beyond the completion of the Agreement.

4. When required, I shall return to WorkplaceNL any and all Confidential Information obtained in the course of performing Services. Upon termination of the Company's relationship with any employees, officers, directors, associates, and/or approved sub-contractors, or when required, I will ensure the return to the Company of any and all Confidential Information obtained in the course of performing Services. I will retain copies of Confidential Information only to the extent required by law and applicable professional standards.

5. I will immediately notify WorkplaceNL if the Company becomes aware of a breach or possible breach of confidentiality, whether the awareness of the breach is by an employee, officer, director, associate, and/or approved sub-contractor or any other party that the Company may engage to assist in any part of the performance of Services.

6. I will communicate WorkplaceNL's confidentiality and conflict of interest requirements to the Company's employees, officers, directors, associates, and/or approved sub-contractors and I will bind them to comply with those requirements and sign an oath which addresses the principles of confidentiality contained therein. I acknowledge and agree that the Company is fully and solely responsible for the actions of the Company and its employees, officers, directors, associates, and/or approved sub-contractors to ensure compliance with WorkplaceNL's confidentiality and conflict of interest requirements.

7. I will not permit any actual, possible or perceived conflict of interest between the interests of WorkplaceNL and/or its clients and the interests of the Company, and will immediately disclose any such conflict to WorkplaceNL in writing.

8. In particular, the Company is aware of its obligation:
   - to comply with the requirements of applicable legislation to protect the confidentiality of Confidential Information and the privacy of the individuals who are the subject of that information;
   - to protect the confidentiality of the information that is in the Company's custody or control and the privacy of any individual who is the subject of that information;
   - to provide for the secure storage, retention and disposal of Confidential Information to minimize the risk of unauthorized access to or disclosure of the Confidential Information.

SWORN/AFFIRMED at _____,
in the Province of _____, this
_____ day of _____, 20___, before me: _____
                                                                        Signature of Individual

_____
Commissioner of Oaths   _____
                                                                        Print Name