

**WorkplaceNL**  
**2024-23-T**  
**Security Services St. John's Office 146-148 Forest Road**

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**Tender: 2024-23-T**

**Security Services St. John's Office 146-148 Forest Road**

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**Issue Date: Monday October 21, 2024**

**Tender Closing Date: Monday November 4, 2024 before 2:00 p.m. (NL Time)**

**MANDATORY SITE VISIT REQUIRED on Thursday October 24, 2024**

<b>SECTION 1 – SCOPE OF WORK AND SPECIFICATIONS</b>
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## **1.1 INTENT**

The Workplace Health, Safety and Compensation Commission (WorkplaceNL) invites submission on the tender call for Security Services for WorkplaceNL's building located at 146-148 Forest Road, St. John's, NL, for a two (2) year period commencing January 1, 2025 to December 31, 2026, with an option to extend for an additional one (1) year until December 31, 2027 on the same terms and conditions. Should WorkplaceNL identify needs or if conditions change during the initial term of the Agreement, the said needs and/or conditions may be addressed in an Extension Agreement but pricing for the Services herein will remain firm.

## **1.2 OVERVIEW**

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**. 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).

## **1.3 SCOPE OF WORK**

The successful Bidder will provide Security Services for WorkplaceNL's property located on 146-148 Forest Road, St. John's, NL. The service shall consist of the supply and management of fully trained, licensed and bonded personnel to provide Security Services. The duties of the security guards shall include, but not to be limited to:

- 1.3.1** Occupy the security desk at the front entrance of the building at all times except while performing security checks of the premises as specified in paragraph 1.3.2 below.

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- 1.3.2** Perform three (3) security checks of the premises and grounds on each workday at, or as near as possible to, 7:15 AM, 1:00 PM, and 6:45 PM local time. The checks must also be carried out as per any standing orders or through verbal direction of the Manager, Purchasing and Facilities or designate.
- 1.3.3** Perform surveillance during the security checks which shall include, but is not limited to:
- Perform building opening procedure at the 7:15 AM security check;
  - Check and ensure all outside doors are locked;
  - Check and ensure that all staff vehicles parked in the parking lot are secured;
  - Check for and report to Facilities Management staff any observed environmental and safety hazardous both inside the facility and outside in the parking lot areas;
  - Check for improperly parked vehicles in the parking lot and building perimeter;
  - Check the property for any unauthorized visitors;
  - Ensure that stoves, kettles, coffeemakers and other related appliances are turned off in unoccupied areas;
  - Perform building closing procedure at the 6:45 PM security check
- 1.3.4** Observe for fire and safety problems and immediately report any suspicious activity to the Building Operations Coordinator II and/or the Building Operations Coordinator I.
- 1.3.5** Check doors, windows, alarms and lights as directed by WorkplaceNL.
- 1.3.6** Maintain and initial a log of after hour's contractors (for example, cleaning contractors) and ensure such contractors are provided with the necessary access for locked offices and rooms and that any keys provided are returned prior to leaving at the end of their shift.
- 1.3.7** Monitor and log temporary access cards assigned to employees and visitors during business hours and ensure the temporary access cards are returned to the security desk at the end of each business day.
- 1.3.8** Inform visitors of WorkplaceNL's reverse parking practice.
- 1.3.9** Provide the first point of contact for visitors to the building, verify the nature of the visit, provide appropriate direction to all visitors, (for example, direct to waiting area, inform visitors the building is closed, etc.) and provide appropriate assistance to persons with a disability.
- 1.3.10** Help ensure the safety and security of WorkplaceNL employees by monitoring interview room usage, maintaining awareness of escalating situations and triggering emergency response protocols as required.

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- 1.3.11** Help ensure safety and security of WorkplaceNL employees and buildings through knowledge and understanding of WorkplaceNL emergency response policies and procedures, including the role of security services during emergency events.
- 1.3.12** Participate in WorkplaceNL-provided, mandatory emergency response-related training.
- 1.3.13** Participate in quarterly security review meetings with WorkplaceNL.
- 1.3.14** Control traffic and parking and monitor and advise Facilities Management staff of illegally parked vehicles.
- 1.3.15** Ensure that all unoccupied areas of the building are adequately secured.
- 1.3.16** Make an announcement at 6:30 PM and again at 6:45 PM to remind all remaining staff that the building is closing and they are required to leave the premises for the day.
- 1.3.17** Ensure that the parking lot gate is unlocked daily at the start of shift at 7:00 AM and locked daily at the end of shift at 7:00 PM.
- 1.3.18** Ensure that the intrusion alarm system is disarmed daily at the start of shift at 7:00 AM and armed daily at the end of shift at 7:00 PM.
- 1.3.19** Ensure that lights are extinguished in unoccupied areas of the building after cleaners have completed their work and as part of the end of day building closure procedure.
- 1.3.20** In the event there is a full or partial power outage, the security guard must immediately notify the Building Operations Coordinator II and/or the Building Operations Coordinator I.
- 1.3.21** Check that all doors fitted with security access devices are functioning and locked at all times.
- 1.3.22** Ensure that stairwell doors remain closed at all times and immediately report any issues to the Building Operations Coordinator II and/or the Building Operations Coordinator I.
- 1.3.23** Keep close check on areas of high risk, e.g. computer room, storage vault and other such areas as may be required by WorkplaceNL.
- 1.3.24** Monitor surveillance camera system, including Grand Falls and Corner Brook offices, and report any suspicious or concerning activity such as thefts, vandalism, disturbances, accidents, fire or other hazards and, where appropriate, report to the appropriate law enforcement officials. Notification must also be provided to the

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Building Operations Coordinator II and/or the Building Operations Coordinator I. All incidents and related circumstances are to be documented.

- 1.3.25** Assist in management of emergency situations until relieved by appropriate personnel; for example, conflict diffusion, control of flooding, removal of ice/snow from blocked entrances, etc.
- 1.3.26** Carry out specific procedures in the event of fire or disaster as directed by WorkplaceNL.
- 1.3.27** Perform other related duties as may be required.

#### **1.4 SAFETY**

- 1.4.1** The successful Bidder is responsible for the safety of its employees while on the job site and must abide by WorkplaceNL's safety procedures as well as the requirements of the **Occupational Health and Safety Act**, RSNL 1990, c. O-3, and the Regulations thereto, as amended.
- 1.4.2** The successful Bidder must submit its Safety Policy Manual to WorkplaceNL within fourteen (14) days of award. The Safety Policy Manual must be acceptable to WorkplaceNL.
- 1.4.3** The successful Bidder and all persons assigned to perform services shall attend a safety meeting held by the Building Operations Coordinator II or his designate and shall complete WorkplaceNL's contractor orientation prior to the commencement of the services.
- 1.4.4** All safety measures prescribed by the authorities having jurisdiction respecting fire hazards and personnel shall be observed at all times. The security guards must become familiar with the use of fire extinguishers, fire hoses and fire alarms and their locations. They must understand the fire protection systems and must be able to assist in the fire prevention programs, the building evacuation as per WorkplaceNL's Emergency Procedure (Procedure: HR-15-10) and the fire emergency plan.
- 1.4.5** In the event of threats to the building or employees (for example, hostage situation and the building is on lock down), the security guard will assist the emergency response team in accordance with WorkplaceNL's policy.
- 1.4.6** The successful Bidder must ensure that all security guards are fully aware of the regulatory requirements of working alone as set out in Working Alone Safely Guidelines for Employers and Employees in conjunction with the **Occupational Health and Safety Act**, RSNL 1990, c. O-3, and the Regulations thereto, as amended.

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- 1.4.7** The security guard must always possess a fully charged cell phone when they leave the front desk area.
- 1.4.8** The successful Bidder will be instructed and must comply with WorkplaceNL's On Site Contractors Occupational Health and Safety Procedure (Procedure: HR 15-12). Failure to abide by this procedure may result in termination of the Agreement and the successful Bidder's personnel being required to leave the site.

**1.5 SERVICE SCHEDULES**

- 1.5.1** The successful Bidder shall supply approved security guards to provide security services for daily 12 hours shifts from Monday to Friday, 7:00 AM to 7:00 PM, excluding statutory holidays. (One (1) security guard per shift). An alternative schedule may be approved in WorkplaceNL's sole discretion.

Security services shall not be required on the following holidays:

- New Year's Day
- St. Patrick's Day
- Good Friday
- St. George's Day
- Victoria Day
- June Holiday
- Memorial (Canada) Day
- Orangeman's Day
- Civic Holiday (Regatta Day)
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Armistice (Remembrance) Day
- Christmas Day
- Boxing Day

In the event security services are required outside of the regular working schedule noted above, for example during overnight, weekend or statutory holidays; WorkplaceNL will provide advance notice to the successful Bidder of the requirement. These services will be paid at the applicable hourly rate as quoted on the **Appendix "B"**, Bid Form.

- 1.5.2** The successful Bidder shall designate a supervisor for security services who will be responsible for all security guards assigned for duty and provide the name and contact information for the supervisor to WorkplaceNL's representative.

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- 1.5.3** The successful Bidder shall supply personnel to maintain full security services regardless of holidays, sick leave or any other reason.
- 1.5.4** WorkplaceNL may require the provision of additional security personnel for various events, such as News Conferences, Media Events, etc. Bidders are requested to provide hourly rates for additional services.
- 1.5.5** The successful Bidder shall pay all security staff, which are working pursuant to the Agreement between the successful Bidder and WorkplaceNL, at least \$1.50 above the Newfoundland and Labrador statutory minimum hourly wage and provide satisfactory proof to establish that all employees are being paid accordingly within fourteen (14) days of award. Failure to meet this requirement will be cause for immediate termination of the Agreement. Any increases in the Newfoundland and Labrador statutory minimum hourly wage rate will be automatically incorporated into the security staff wages for the duration of the Agreement immediately upon the effective date of the statutory minimum wage increase.

If the Newfoundland and Labrador statutory minimum wage rate increases during the term of the Agreement, the hourly rates in the Agreement will increase by the amount of the minimum wage increase plus the increase in any associated mandatory payroll benefits. Prior to the effective date of the wage increase, the Successful Applicant must provide WorkplaceNL with notice of the wage increase and calculations regarding the increase in any associated mandatory payroll benefits. Notice provided to WorkplaceNL after the effective date will only be applied as effective on the date that the notice is received by WorkplaceNL and new rates will only be applied on purchase orders as of the date the new rates are accepted by WorkplaceNL.

## **1.6 REPORTING**

- 1.6.1** All incidents, accidents, etc. must be reported immediately in writing to WorkplaceNL.
- 1.6.2** The dismissal of any security guards from their duties for any reason will be immediately brought to the attention of WorkplaceNL's representative. Requirements respecting original personnel will apply to the new staff.

## **1.7 PERSONNEL**

- 1.7.1** All security guards performing services under the Agreement shall be qualified for the service and shall be properly trained for security duties in accordance with the **Private Investigation and Security Services Act**, RSNL 1990, c. P-24 as amended. The security guards shall hold a valid Agent License issued by Service NL – Consumer Affairs Branch. Proof of the security license numbers shall be provided in writing by the successful bidder to WorkplaceNL within fourteen (14) days of

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acceptance of the bid, and prior to the performance of services for any new security guard approved in accordance with Article 3 of the Standard Terms and Conditions.

- 1.7.2** All security guards must have a valid First Aid (emergency or standard) Certificate which includes CPR and Automated External Defibrillator (AED) training. Copies of the certificates must be submitted to WorkplaceNL within fourteen (14) days of acceptance of the bid.
- 1.7.3** The successful Bidder shall provide all security guards and the supervisor with a matching uniform at the successful bidder's own cost and ensure the uniforms are maintained in good condition. Uniforms shall consist of:
- Pants and shirt;
  - Black leather belt and buckle;
  - Tunic or patrol jacket with identification on both shoulders;
  - Nametag;
  - Black CSA approved safety work boots;
  - Black leather gloves;
  - Uniform cap;
  - Uniform winter parka with identification on both shoulders;
- 1.7.4** All security guards must have their photo taken by a Human Resources staff member. Each security guard will be provided with an identification card which they will be required to carry at all times.
- 1.7.5** All security guards shall have the ability to clearly, efficiently and effectively communicate orally and in writing.
- 1.7.6** All security guards shall present a clean, neat and orderly appearance at all times. They shall conform to all rules and regulations and ensure that high standards of tact, courtesy and discretion are maintained in all phases of their service.
- 1.7.7** WorkplaceNL may, in its sole discretion, participate in the selection process of supervisors and security guards who perform services pursuant to the Agreement. At the request of WorkplaceNL, the successful Bidder shall supply employment records of all security guards assigned to WorkplaceNL's site within five (5) business days of such request.

**1.8 CALL-IN SECURITY SERVICE**

The successful Bidder shall provide timely call-in services at the request of WorkplaceNL. Periodically, situations may arise that requires the presence of an additional security guard for limited time periods. These services will be paid at the applicable hourly rate as quoted on the **Appendix "B", Bid Form**.

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## **1.9 CHANGES AND EXTRA WORK**

WorkplaceNL may, at any time, without invalidating the agreement, make changes in the scope of work and may require the successful Bidder to perform changes and/or extra services. Changes may also include reduced servicing due to floor plan changes and/or period of renovation, and/or changes made due to technology innovations as determined by WorkplaceNL. Before any changes in the scope of work is instituted, such changes and/or extra work shall be authorized by a written change order specifying the basis of compensation to be paid to the successful Bidder. The value of any changes shall be determined in one or more of the following ways:

- i. by the successful Bidder's estimate in lump sum subject to acceptance by WorkplaceNL;
- ii. by unit prices agreed upon; or
- iii. by cost and percentages or by cost and a fixed sum as agreed between WorkplaceNL and the successful Bidder.

## **1.10 PERFORMANCE BOND AND FAILURE TO COMPLETE WORK**

**1.10.1** The successful Bidder shall, within fourteen (14) days from the receipt of notification of acceptance of the contract, furnish at its expense:

- A twenty-five thousand (\$25,000.00) Performance Bond (see **Schedule "C", Performance Bond of the Standard Form Agreement**); or
- An irrevocable Letter of Credit from a chartered Canadian bank, in a form acceptable to WorkplaceNL, for an amount of not less than twenty-five thousand dollars (\$25,000). Such Letter of Credit shall expire forty-five (45) days following the date set herein for completion of the agreement and drafts drawn upon the Letter of Credit shall be exercised by advice to the Royal Bank of Canada, Main Branch, Water Street, St. John's, Newfoundland, Canada.

**1.10.2** The Performance Security in the form of a letter of credit, subject to any adjustments as provided for in this document will be returned to the successful Bidder immediately following satisfactory completion of the agreement.

**1.10.3** Where, in the opinion of WorkplaceNL, the successful Bidder has failed to perform its duties and obligations under the agreement, WorkplaceNL, shall use the Performance Security to provide for completion of the work, to the limits of the Performance Security as follows:

- Where, the Performance Security has been provided in the form of a Performance Bond, the work shall be completed in accordance with the terms and conditions stipulated in the Bond.

- Where the Performance Security has been provided in the form of a letter of credit, WorkplaceNL shall use sufficient funds obtained from the Performance Security to the limit of the Performance Security, to complete the work, including for any other costs and damages that WorkplaceNL may suffer.
- Any use of the Performance Security in the form of a letter of credit to secure completion of the work shall not invalidate any recourse WorkplaceNL may have under the agreement for damages for failure of the successful Bidder to perform under the agreement.

## **SECTION 2 – INSTRUCTIONS TO BIDDERS**

### **2.1 MANDATORY SITE ASSESSMENT/EXAMINATION**

Bidders must visit the project site at **9:00 am on Thursday, October 24, 2024** and become familiar with the surroundings and scope of work prior to submitting a Bid. Upon arrival for site assessment, please ask for the Manager, Purchasing and Facilities. A “Declaration of Confidentiality/Conflict of Interest” in the form attached hereto must be completed upon visit to the site for the assessment/examination.

### **2.2 QUALIFICATIONS AND EXPERIENCE**

The successful Bidder must meet the mandatory criteria and possess the necessary knowledge, skills and experience to supply the Security Services. The mandatory criteria are as follows:

- The successful Bidder must have a proven record of providing the services tendered with a minimum of five (5) years’ experience.
- Bidders must possess and provide confirmation of a valid agency license under the **Private Investigation and Security Services Act**, RSNL 1990, c. P-24 as amended, for the provision of the services of security guards. The agency license must be valid throughout the duration of the Agreement.

### **2.3 ELECTRONIC COPY OF DOCUMENT**

**2.3.1** WorkplaceNL reserves the right to modify the terms of the Tender by issuance of addenda at any time prior to the Tender Closing Date. It is the responsibility of the Bidder to monitor WorkplaceNL’s website (<http://www.workplacnl.ca>) or the Tender posting at [www.merx.com](http://www.merx.com) for any addendum to the Tender issued up to and including the Tender Closing Date.

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- 2.3.2** It is the Bidder's responsibility to ensure that they have received a complete set of documents. By submitting a Bid, the Bidder verifies that they have received a complete set of Tender documents including any and all addenda. All terms, conditions, and/or specifications stated or referenced in the Tender are assumed to be accepted by the Bidder and incorporated in the Bid.
- 2.3.3** Bidders who have obtained the Tender electronically must not alter any portion of the document, with the exception of applying any addendum issued by WorkplaceNL.

## **2.4 QUESTIONS AND CLARIFICATION**

- 2.4.1** All questions related to this Tender must be directed in writing by email to [purchasing@workplacenl.ca](mailto:purchasing@workplacenl.ca) or through the Tender posting on [www.merx.com](http://www.merx.com) and received by WorkplaceNL before 4:30 PM Newfoundland Time on **Monday, October 28, 2024**.
- 2.4.2** All questions should include the Bidder'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 Tender in question. All email questions must include the Tender number and title in the email subject line.
- 2.4.3** To the extent that WorkplaceNL considers that the answer to the question may assist in the preparation of a Bid, WorkplaceNL will post an addendum on its website and through the Tender posting on [www.merx.com](http://www.merx.com) which will be part of the Tender. WorkplaceNL may not answer a question where WorkplaceNL considers the information requested is not required to prepare a Bid, or where the answer to the question posed may be found in the Tender. No responses shall be binding upon WorkplaceNL unless made in writing. Information obtained from any other source is not official and may be inaccurate and it is not binding.

## **2.5 CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- 2.5.1** Information pertaining to WorkplaceNL obtained by the Bidder as a result of participation in this Tender and/or negotiations with WorkplaceNL, if any, is confidential and shall not be disclosed without prior written authorization from WorkplaceNL.
- 2.5.2** The Tender and any supplementary document or portion thereof is proprietary information, and must not be used by the Bidder without the permission of WorkplaceNL, other than for the submission of Bids.

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- 2.5.3** All Bids submitted become the property of WorkplaceNL. By submitting a Bid, the Bidder hereby grants WorkplaceNL a license to distribute, copy, print, or translate the Bid for the purposes of the Tender. Any attempt to limit WorkplaceNL's right in this area may result in rejection of the Bid.
- 2.5.4** 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 Bidder's Bid package may be subject to disclosure under the **ATIPPA**. By submitting a Bid, the Bidder 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 Bid after the Tender Closing Date. WorkplaceNL shall not be liable to any Bidder 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 Bidder as a result of disclosure pursuant to the **ATIPPA**.
- 2.5.5** By submitting a bid, the Bidder agrees that it has identified any specific information in its bid 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 Bidder, 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.
- 2.5.6** The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.

**2.6 NO CLAIMS BY BIDDER**

- 2.6.1** By participating in the process outlined in this Tender document, the Bidder consents to the procedures as described in this Tender.
- 2.6.2** By submitting a Bid, each Bidder 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 Bid 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 bid or otherwise breached or fundamentally breached the terms of this procurement.

## **2.7 CONFLICT OF INTEREST**

- 2.7.1** For the purposes of this Tender, the term “conflict of interest” includes, but is not limited to, any situation or circumstance where:
- in relation to the Tender process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
    - (i) having or having access to confidential information of WorkplaceNL in the preparation of its response that is not available to other Bidders;
    - (ii) having been involved in the development of the Tender, including having provided advice or assistance in the development of the Tender;
    - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the Tender;
    - (iv) communicating with any person with a view to influencing preferred treatment in the Tender process (including but not limited to the lobbying of decision makers involved in the Tender process); or
    - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Tender process or render that process non-competitive or unfair;
  - in relation to the performance of its contractual obligations under an agreement for services, the Bidder'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.
- 2.7.2** The Bidder, its employees, officers, directors, associates and/or approved sub-contractors shall not and will not have any conflict of interest (actual or potential) in submitting its Bid or, if selected, in providing services under the agreement. Where applicable, the Bidder must declare in its Bid any situation that may be a conflict of interest in submitting its Bid or, if selected, with the contractual obligations under the agreement.
- 2.7.3** If, at the sole and absolute discretion of WorkplaceNL, the Bidder, its employees, officers, directors, associates and/or approved sub-contractors is found by WorkplaceNL to be in an actual or perceived conflict of interest either during the Tender or after award of the contract, WorkplaceNL may, in addition to any other remedies available at law or in equity, disqualify the Bid submitted by the Bidder or terminate the agreement.
- 2.7.4** 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 Tender will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the Tender.

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## **2.8 AGREEMENT**

- 2.8.1** WorkplaceNL shall not be obligated to any Bidder until a written agreement has been duly executed related to an approved Bid. Any awards made pursuant to this Tender process are subject to execution of a written agreement which is acceptable to WorkplaceNL.
- 2.8.2** To be eligible to provide services to WorkplaceNL, the successful Bidder shall execute a written agreement with WorkplaceNL to perform the services which is acceptable to WorkplaceNL with terms and conditions as outlined in the Standard Form Agreement in **Appendix "D"** within the time frame established by WorkplaceNL. The successful Bidder shall be responsible for compliance with the terms and conditions outlined in the Standard Form Agreement in **Appendix "D"**.
- 2.8.3** Claims made by the Bidder in the Bid will constitute Contractual warranties. Any provision in the Bid may, in WorkplaceNL's sole discretion, be included as a provision of the agreement between WorkplaceNL and the successful Bidder. In the case of conflict between the written agreement between WorkplaceNL and the successful Bidder and the Tender and Bid, the terms of the said written agreement shall prevail.

## **2.9 TENDER CLOSING**

- 2.9.1** Bids must be received in their entirety before **2:00 p.m.** Newfoundland Time on **Monday, November 4, 2024** ("Tender Closing Date"). Bids, or any portion thereof, received after the Tender Closing Date will not be accepted.
- 2.9.2** Bidders are solely responsible to ensure receipt of their Bid by WorkplaceNL in its entirety, in the manner and time prescribed. Bidders must submit their Bid via [www.merx.com](http://www.merx.com) (see Appendix "C" – Electronic Bid Submission Instructions). Hard copy paper bids or bids submitted by facsimile or email will not be accepted.

## **2.10 BID INSTRUCTIONS**

- 2.10.1** The Bidder must submit the Bid and related documentation, including **Appendix "A", Check List**.
- 2.10.2** The Bidder must submit the attached **Appendix "B"**, Bid Form, which must be signed by the Bidder or an authorized representative of the Bidder. If the Bidder is a corporation, the Bid must be signed by the authorized signing officer of the corporation.
- 2.10.3** It is essential that the Bid is complete and thoroughly addresses each requirement identified in the Tender, as incomplete Bids may be declared "non-responsive". Bids

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that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid.

- 2.10.4** The Bid must include a written statement of the company history, including, but not limited to, the length of time in business, and the length of time providing security services of a similar size and scope and describing how the Bidder meets the mandatory criteria listed in paragraph 2.2.
- 2.10.5** The Bid shall be accompanied by a list with a minimum of three (3) client references with appropriate contact information who can provide evidence of previous experience providing similar services with comparable scope and tender value. This list shall include the name of a contact person for reference purposes. References may be contacted as part of the review process. The list of references should exclude any potential references from WorkplaceNL.
- 2.10.6** The successful Bidder must provide bonded employees and Dishonesty coverage in the amount of \$10,000 for each employee. Proof of bonding must be provided to WorkplaceNL for any and all employees working under the agreement within 14 days from the receipt of notification of acceptance of its tender. Notice of cancellation of bonding must be immediately provided to WorkplaceNL.
- 2.10.7** The Bidder must acknowledge that they have read and understood any and all addenda in both the **Appendix "A", Check List** and the **Appendix "B", Bid Form**.
- 2.10.8** Travel costs are not to be included in the bid. WorkplaceNL will discuss travel arrangements with the successful Bidder prior to scheduling work. Unless otherwise specified in writing, all travel must be pre-approved by WorkplaceNL. The Contractor shall comply with WorkplaceNL's Procedure 100.00: "Travel Procedures" for all travel expenses. The requirement for approval of out of province travel by the Chief Executive Officer and the Chair of the Board of Directors does not apply to the Contractor.
- 2.10.9** By submitting a Bid, the Bidder guarantees that, unless the Tender specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Bid, or will be provided at no additional charge to WorkplaceNL.
- 2.10.10** While WorkplaceNL has tried to ensure the accuracy of the Tender, it is not guaranteed or warranted by WorkplaceNL to be accurate, nor is it necessarily comprehensive or exhaustive. WorkplaceNL will assume that all Bidders have resolved any questions they might have about the Tender and have informed themselves as to the existing conditions and limitations, site restrictions, etc. before submitting their Bids. Nothing in the invitation is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Tender.

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**2.10.11** Any error in the Bid is the responsibility of the Bidder.

**2.10.12** A Bid cannot be withdrawn, altered or changed in any way after the Tender Closing Date.

## **2.11 BID EVALUATION**

**2.11.1** Tender evaluation and award of contract will be done in accordance with the **Public Procurement Act**, SNL 2016, c. P-41.001, as amended, and WorkplaceNL's procedures.

**2.11.2** Tenders will be opened publicly immediately following the Tender closing in accordance with the Public Procurement Regulations, as amended. The names of all Bidders will be provided at the public opening. Applicants may email [purchasing@workplacnl.ca](mailto:purchasing@workplacnl.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 **4:30 p.m.** Newfoundland Time on **Thursday October 31, 2024**.

**2.11.3** The Bid shall remain open for acceptance and is irrevocable for a period of ninety (90) days after the Tender closing date.

**2.11.4** WorkplaceNL reserves the right to non-disclosure of pricing submitted by Bidders during the public opening. All Bidders will be notified electronically of the bidder names and bid prices within two (2) business days of the public opening. This information is for reference purposes only, and a full bid evaluation will be conducted to determine the preferred supplier.

**2.11.5** 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 Bid is accepted or rejected.

**2.11.6** WorkplaceNL, in its sole discretion, reserves the right to cancel the Tender without award. WorkplaceNL reserves the right to accept or reject any or all Bids in whole or in part. WorkplaceNL is not bound to accept the lowest or any Bid.

**2.11.7** The Bidder may be required to demonstrate financial stability, authorization to provide the good/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Bidder's capability to satisfy the Tender requirements. WorkplaceNL reserves the right to reject Bids from any Bidder that it feels is incapable of providing the necessary labour, materials, equipment, financing

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or management resources to perform the work or supply the goods in a satisfactory and timely manner.

- 2.11.8** WorkplaceNL, in its sole discretion, may assess the Bidders' experience and/or ability to provide the goods and/or services required and described in this Tender by checking the Bidders' references. A contract will not be awarded to any Bidder 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 Bid. WorkplaceNL reserves the sole discretion to determine whether the Bidder and its professional staff have the appropriate qualifications.
- 2.11.9** WorkplaceNL reserves the right to disqualify any Bidder if the Bidder has either breached an agreement and/or failed to provide satisfactory service and/or deliveries under any prior agreement with WorkplaceNL, in the sole opinion of WorkplaceNL.
- 2.11.10** Upon acceptance by WorkplaceNL, a written Bid acceptance will be forwarded to the successful Bidder prior to signing the agreement.
- 2.11.11** In the event that the selected Bid(s) is higher than the budget approved by WorkplaceNL's Board of Directors, any awards made pursuant to this Tender 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 Tender without award should the Board of Directors not approve the award.

<b>SECTION 3: GENERAL</b>
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- 3.1** Payment of invoices will be through direct deposit. The successful Bidder is required to meet WorkplaceNL's billing and accounting requirements. The successful Bidder shall invoice WorkplaceNL electronically on a monthly basis. Invoices must be legible and clearly labeled with the successful Bidder's invoice number. The Bidder must acknowledge in the Appendix "B", Bid Form that the Bidder agrees to direct deposit and electronic invoicing.
- 3.2** This Tender, all Bids, and any agreement will be construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador.
- 3.3** The Bidder shall not use WorkplaceNL's name or logo or make reference to this Tender in any advertising copy or other promotional materials or messages without WorkplaceNL's prior written consent.

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- 3.4** WorkplaceNL reserves the right to tender any services by invited tender or public tender, as deemed necessary.

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**APPENDIX "A"**

**Check List**

**Check Box to be completed and included with submission**

Mandatory Site visit completed (2.1)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Tender documents are completely read and understood	YES <input type="checkbox"/>	NO <input type="checkbox"/>
All addenda (if applicable) are completely read and understood	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Bid form completed as required ( <b>Appendix "B"</b> )	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Checklist completed and included ( <b>Appendix "A"</b> )	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Written Statement of Company History included (2.10.4)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
List of references included (2.10.5)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**The Successful Bidder must provide the following within fourteen (14) days of award:**

- A list of employees, officers, directors, associates and approved sub-contractor assigned to perform the services, including their job titles and qualifications as per Article 3 of WorkplaceNL Standard Terms and Conditions;
- Certificates of insurance as per **Article 14** of WorkplaceNL Standard Terms and Conditions;
- Performance Bond as per **Article 4** of the Agreement;
- Criminal Records Screening Certificate which is acceptable to WorkplaceNL as per Article 4.0 of the agreement;
- Declarations of Confidentiality/Conflict of Interest signed by the Contractor or an officer or director of the Contractor as per Article 9 of WorkplaceNL Standard Terms and Conditions;
- First Aid (emergency or standard) Certificate, which includes CPR and Automated External Defibrillator (AED) training for each security guard assigned to perform services under the Agreement (1.7.2);
- Proof of bonding for each security guard assigned to perform service as per Article 4 of the Agreement;
- A list of names and security license numbers for each security guard assigned to perform services under the Agreement (1.7.1);
- Safety Policy Manual (1.4.2);
- Proof that the security staff will be paid at least \$1.50 above the Newfoundland and Labrador statutory minimum hourly wage as per section 1.5.5; and
- Signed agreement in the form provided by WorkplaceNL.

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**APPENDIX "B"**

**Bid Form**

**Name of Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Dated at:** \_\_\_\_\_ **this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2024**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Authorized Name (Printed)**

\_\_\_\_\_  
**Witness Name (Printed)**

**HST No.:** \_\_\_\_\_

**Annual Pricing:**

Total Dollars Year 1 of Contract (\$) ) in Canadian Funds, **EXCLUDING** HST.  
Total Dollars Year 2 of Contract (\$) ) in Canadian Funds, **EXCLUDING** HST.  
Total Dollars Year 1 of Extension (\$) ) in Canadian Funds, **EXCLUDING** HST.

**Hourly Rate for Additional Services – Call-in Rate, if required:**

Hourly Rate Year 1 of Contract (\$) ) in Canadian Funds, **EXCLUDING** HST.  
Hourly Rate Year 2 of Contract (\$) ) in Canadian Funds, **EXCLUDING** HST.  
Hourly Rate Year 1 of Extension (\$) ) in Canadian Funds, **EXCLUDING** HST.

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**Hourly Rate for Additional Services – Afterhours, Weekend, Statutory Holiday Rate, if required:**

Hourly Rate Year 1 of Contract (\$) ) in Canadian Funds, **EXCLUDING** HST.  
Hourly Rate Year 2 of Contract (\$) ) in Canadian Funds, **EXCLUDING** HST.  
Hourly Rate Year 1 of Extension (\$) ) in Canadian Funds, **EXCLUDING** HST.

**Direct Deposit** Agree \_\_\_\_\_

**Electronic Invoicing** Agree \_\_\_\_\_

**Price Protection Period for 90 days** Agree \_\_\_\_\_

**I hereby acknowledge that I have read and understand any and all addenda** Agree \_\_\_\_\_

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**APPENDIX "C"**

**Electronic Bid Submission Instructions**

1. In order to be accepted, Bids must be submitted through WorkplaceNL's posting for this opportunity on [www.merx.com](http://www.merx.com).
2. Bidders shall create a supplier account and be registered on [www.merx.com](http://www.merx.com). This will enable the Bidder to download the bid opportunity, receive addenda/addendum email notifications, download addenda/addendum, and submit their Bid electronically through the MERX website.
3. The timing of the Bid is based on when the Bid is received by the bidding system, not when the Bid is submitted by the Bidder, as transmission can be delayed by "Internet Traffic" for any number of reasons. WorkplaceNL recommends that Bidder allow for ample time to provide for uploaded Bids to be received prior to the Tender Closing Date. Bids received after the Tender Closing Date will not be accepted.
4. It is the responsibility of the Bidder to ensure that the Bid is received on time. Once registered, MERX will send a confirmation email to the Bidder if the Bid was submitted successfully. If a confirmation has not been received by the Bidder, the Bid was not uploaded correctly and it is the responsibility of the Bidder to either reload the documents or to contact MERX to resolve any issues regarding their Bid.
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 Bidder 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](http://www.merx.com). Questions can be submitted, and confirmation will be received to the inquiry. Responses will be answered on an individual basis or collectively at the discretion of WorkplaceNL.

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**APPENDIX "D"**

**Standard Form Agreement**

**THIS AGREEMENT** made in the Province of Newfoundland and Labrador, this day of \_\_\_\_\_, 2024.

**BETWEEN:**           **WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION**, a statutory corporation established under the **Workplace Health, Safety and Compensation Act, 2022**, SNL 2022, c. W-11.1, as amended (the “**Act**”)  
  
(hereinafter called “**WorkplaceNL**”)

OF THE FIRST PART

**AND:**                   **<ENTER CONTRACTOR’S NAME>**  
  
(hereinafter called the “**Contractor**”)

OF THE SECOND PART

(hereinafter jointly referred to as the “**Parties**”)

**WHEREAS** WorkplaceNL wishes to retain the Contractor for the purpose of providing certain security guard services and the Contractor agrees to provide those services upon the terms and conditions provided herein;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements herein contained, the Parties hereto covenant and agree with each other as follows:

**1.0    Services**

1.1    WorkplaceNL shall engage the Contractor to provide and the Contractor shall provide to WorkplaceNL the certain services listed in Schedule “A” (the “**Services**”) (which is attached hereto and forms part and parcel of the within

Agreement). The Parties shall observe their respective obligations as specified in the within Agreement.

- 1.2 The WorkplaceNL Standard Terms and Conditions with the Declaration of Confidentiality/Conflict of Interest and the WorkplaceNL Confidentiality Schedule are attached hereto and form part and parcel of the within Agreement.
- 1.3 The Contractor agrees not to communicate with Injured Workers in any manner with respect to WorkplaceNL's policies, procedures, and practices, except as expressly put forth in this Agreement. The Contractor agrees to refer Injured Workers who have questions or concerns beyond the scope of this Agreement to WorkplaceNL for information.

## **2.0 Payment and Reports**

- 2.1 The Contractor shall invoice WorkplaceNL on a monthly basis in accordance with Schedule "B" which is attached hereto and forms part and parcel of the within Agreement.
- 2.2 As requested by WorkplaceNL, the Contractor shall furnish written reports providing details of Services provided under the Agreement and its progress in a format as specified by WorkplaceNL.

## **3.0 Term**

- 3.1 This Agreement is for a two (2) year period commencing on January 1, 2025, and ending on December 31, 2026, unless terminated prior to this date in accordance with Article 23 of the WorkplaceNL Standard Terms and Conditions and/or Article 5.0 herein.

- 3.2 WorkplaceNL, at its sole discretion, has the right to renew the Agreement for a further one (1) year term on the same terms and conditions. Should WorkplaceNL identify needs or if conditions change during the initial term of this Agreement, the said needs and/or conditions may be addressed in an Extension Agreement but pricing for the Services herein will remain firm.

#### **4.0 Insurance and Bonding**

- 4.1 The Contractor hereby warrants that it shall provide only Bonded employees and shall have Dishonesty coverage in the amount of \$10,000 for each employee. The Contractor shall provide satisfactory written confirmation of such bonding throughout the term of this Agreement upon request by WorkplaceNL.
- 4.2 Prior to commencing performance of this Agreement and annually thereafter, the Contractor shall supply a Criminal Records Screening Certificate, which is acceptable to WorkplaceNL, in relation to all of the Contractor's employees, officers, directors, associates, and/or approved sub-contractors who will perform Services under the within Agreement from the Royal Newfoundland Constabulary and any other police force having jurisdiction over the area(s) in which the said employees, officers, directors, associates, and/or approved sub-contractors have resided in the past 5 years.
- 4.3 The Contractor shall, throughout the term of this Agreement, furnish at its expense one of the following:
- (a) A twenty-five thousand-dollar (\$25,000.00) Performance Bond (see Schedule "C" for an acceptable form); or
  - (b) An irrevocable Letter of Credit from a chartered Canadian bank, in a form acceptable to WorkplaceNL, for an amount of not less than than

twenty-five thousand dollars (\$25,000). Such Letter of Credit shall expire forty-five (45) days following the date set herein for completion of the Agreement and any extensions thereof and drafts drawn upon the Letter of Credit shall be exercised by advice to the Royal Bank of Canada, Main Branch, Water Street, St. John's, Newfoundland, Canada.

## **5.0 Termination**

5.1 Where, in the opinion of WorkplaceNL, the Contractor has failed to perform its duties and obligations under the Agreement, WorkplaceNL may, in its sole discretion, use the Performance Security to provide for completion of the Services, to the limits of the Performance Security as follows:

- (a) Where the Performance Security has been provided in the form of a Performance Bond, the Services shall be completed in accordance with the terms and conditions stipulated in the Bond.
- (b) Where the Performance Security has been provided in the form of a Letter of Credit, WorkplaceNL shall use sufficient funds obtained from the Performance Security to the limit of the Performance Security, to complete the Services, including for any other costs and damages as WorkplaceNL may suffer.
- (c) Any use of the Performance Security in the form of a Letter of Credit to secure completion of the Services shall not invalidate any recourse WorkplaceNL may have under the Agreement or otherwise for damages for failure of the Contractor to perform under the Agreement and shall be in addition to and not in lieu of any other right or remedy available, at law or in equity.

## **6.0 General**

6.1 All schedules and appendices attached hereto form part of this Agreement.

- 6.2 Any unresolved disputes to this Agreement shall be referred to the arbitration of a single arbitrator, if the Parties agree upon one. If the Parties fail to reach agreement on a single arbitrator the dispute shall be submitted to the arbitration of three arbitrators, one to be nominated by each party and the third to be appointed by the two arbitrators nominated. The decision of any two of the arbitrators shall be binding. The cost of arbitration shall be borne equally by the Parties. The **Arbitration Act**, RSNL 1990, c. A-14, as amended, shall be applicable to any arbitrations in relation to the within Agreement.
- 6.3 The Parties will from time to time execute and deliver all such further documents and do all acts and things as the party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- 6.4 The following clauses and articles shall survive the termination of this Agreement, however caused:
- 2.0 Payment and Reports
  - 5.0 Termination
  - 6.0 General
- 6.5 WorkplaceNL hereby designates the Director of Finance or another who the Director may appoint from time to time, to administer this Agreement.
- 6.6 For the purposes of day to day contact throughout the term of this Agreement, the Contractor shall deal through the Manager of Finance, or another who the Director may appoint from time to time.
- 6.7 The signatories of this Agreement hereby personally warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf

of each has been properly authorized and empowered. Each party further acknowledges that it has read this Agreement, understands, and is bound by it.

- 6.8 This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.
- 6.9 Any notice required to be given by either party under this Agreement, unless otherwise specified herein, shall be effectively given and deemed to have been received as follows:
- (a) if delivered personally, on the day of delivery;
  - (b) if sent by ordinary, certified or registered mail, on the seventh day after mailing; and
  - (c) if faxed to the other party on the next business day.

In the event of an actual or threatened postal strike or interruption, service shall be by personal delivery or fax only. The names and addresses of the authorized representatives of the Parties are as follows:

to WorkplaceNL:	Director of Finance WorkplaceNL 146-148 Forest Road P.O. Box 9000 St. John's, NL A1A 3B8 t 709.778.1106 f 709.778.1596
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to the Contractor:

< >  
< >  
t 709< >  
f 709< >

WorkplaceNL and the Contractor have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

**WORKPLACE HEALTH, SAFETY  
AND COMPENSATION COMMISSION**

\_\_\_\_\_

\_\_\_\_\_  
**Date of Signature**

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\_\_\_\_\_

\_\_\_\_\_  
**Date of Signature**

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

## SCHEDULE "A"

### Scope of Work

- A.01 The Contractor shall supply security guards (hereinafter the "Security Guards") to perform the Services for WorkplaceNL's property located at 146-148 Forest Road, St. John's, Newfoundland and Labrador. The Contractor is responsible for ensuring the complete compliance of the Security Guards with all terms and conditions of this Agreement. The Security Guards assigned to perform Services shall not change except with prior written consent of WorkplaceNL.
- A.02 The Contractor warrants that:
- (a) it has a minimum of five (5) years' experience in providing security guard services; and
  - (b) during the term of this agreement, it shall possess a valid agency license under the **Private Investigation and Security Services Act**, RSNL 1990, c. P-24 as amended, for the provision of the services of Security Guards.
- A.03 The Contractor warrants that the Security Guards who perform Services under this Agreement shall, during the term of this agreement:
- (a) hold a valid Agent License issued by Service NL – Consumer Affairs Branch which must be provided to WorkplaceNL prior to the commencement of the provision of Services under this Agreement by any Security Guard.
  - (b) be qualified for the service and shall be properly trained for security duties in accordance with the **Private Investigation and Security Services Act**, RSNL 1990, c. P-24 as amended, and
  - (c) hold a valid First Aid (emergency or standard) Certificate which includes CPR and Automated External Defibrillator (AED) training which Certificates must be provided to WorkplaceNL prior to the commencement of the provision of Services under this Agreement by any Security Guard.
- A.04 The Contractor shall ensure that all security officers:
- Wear a suitable uniform while on duty.
  - Have their photo taken by a Human Resources staff member and carry their WorkplaceNL supplied identification card with them at all times.
  - Have the ability to clearly, efficiently and effectively communicate orally and in writing.
  - Present a clean, neat and orderly appearance at all times and conform to all rules and regulations and ensure that high standards of tact, courtesy and discretion are maintained in all phases of their service.

- A.05 WorkplaceNL may, in its sole discretion, participate in the selection process of supervisors and Security Guards who perform Services. At the request of WorkplaceNL, the Contractor shall supply employment records of all Security Guards assigned to Services within five (5) business days of such request.
- A.06 The Contractor shall provide all Security Guards and the supervisor with a matching uniform at the Contractor's own cost and ensure the uniforms are maintained in good condition. Uniforms shall consist of:
- Pants and shirt;
  - Black leather belt and buckle;
  - Tunic or patrol jacket with identification on both shoulders;
  - Nametag;
  - Black CSA approved safety work boots;
  - Black leather gloves;
  - Uniform cap; and
  - Uniform winter parka with identification on both shoulders;
- A.07 The Contractor shall pay all Security Guards that are performing Service, at least \$1.50 above the Newfoundland and Labrador statutory minimum hourly wage and provide satisfactory proof to establish that all employees are being paid accordingly. Failure to meet this requirement will be cause for immediate termination of this Agreement. Any increases in the Newfoundland and Labrador statutory minimum hourly wage rate will be automatically incorporated into the Security Guard's wages for the duration of the Agreement immediately upon the effective date of the statutory minimum wage increase.
- A.08 If the Newfoundland and Labrador statutory minimum wage rate increases during the term of the Agreement, the hourly rates in the Agreement will increase by the amount of the minimum wage increase plus the increase in any associated mandatory payroll benefits. Prior to the effective date of the wage increase, the Contractor must provide WorkplaceNL with notice of the wage increase and calculations regarding the increase in any associated mandatory payroll benefits. Notice provided to WorkplaceNL after the effective date will only be applied as effective on the date that the notice is received by WorkplaceNL and new rates will only be applied on purchase orders as of the date the new rates are accepted by WorkplaceNL.

**SERVICES**

A.09 The Contactor shall supply and manage fully trained, licensed and bonded Security Guard(s) to provide Services. The duties of the Security Guard(s) shall include, but not to be limited to:

(a) Occupy the security desk at the front entrance of the building at all times except while performing security checks of the premises as specified herein.

(b) Perform three (3) security checks of the premises and grounds on each workday at, or as near as possible to, 7:15 a.m., 1:00 p.m., and 6:45 p.m. local time. The checks must also be carried out as per any standing orders or through verbal direction of the Manager, Purchasing and Facilities or designate.

(c) Perform surveillance during the security checks which shall include, but is not limited to:

- Perform building opening procedure at the 7:15 a.m. security check;
- Check and ensure all outside doors are locked;
- Check and ensure that all staff vehicles parked in the parking lot are secured;
- Check for and report to Facilities Management staff any observed environmental and safety hazardous both inside the facility and outside in the parking lot areas;
- Check for improperly parked vehicles in the parking lot and building perimeter;
- Check the property for any unauthorized visitors;
- Ensure that stoves, kettles, coffeemakers and other related appliances are turned off in unoccupied areas; and
- Perform building closing procedure at the 6:45 p.m. security check

(d) Observe for fire and safety problems and immediately report any suspicious activity to the Building Operations Coordinator II and/or the Building Operations Coordinator I.

(e) Check doors, windows, alarms and lights as directed by WorkplaceNL.

(f) Maintain and initial a log of after hour's contractors (for example, cleaning contractors) and ensure such contractors are provided with the necessary access for locked offices and rooms and that any keys provided are returned prior to leaving at the end of their shift.

- (g) Monitor and log temporary access cards assigned to employees and visitors during business hours and ensure the temporary access cards are returned to the security desk at the end of each business day.
- (h) Inform visitors of WorkplaceNL's reverse parking practice.
- (i) Provide the first point of contact for visitors to the building, verify the nature of the visit, provide appropriate direction to all visitors, (for example, direct to waiting area, inform visitors the building is closed, etc.) and provide appropriate assistance to persons with a disability.
- (j) Help ensure the safety and security of WorkplaceNL employees by monitoring interview room usage, maintaining awareness of escalating situations and triggering emergency response protocols as required.
- (k) Help ensure safety and security of WorkplaceNL employees and buildings through knowledge and understanding of WorkplaceNL emergency response policies and procedures, including the role of security services during emergency events.
- (l) Participate in WorkplaceNL-provided, mandatory emergency response-related training.
- (m) Participate in quarterly security review meetings with WorkplaceNL.
- (n) Control traffic and parking and monitor and advise Facilities Management staff of illegally parked vehicles.
- (o) Ensure that all unoccupied areas of the building are adequately secured.
- (p) Make an announcement at 6:30 p.m. and again at 6:45 p.m. to remind all remaining staff that the building is closing and they are required to leave the premises for the day.
- (q) Ensure that the parking lot gate is unlocked daily at the start of shift at 7:00 a.m. and locked daily at the end of shift at 7:00 p.m.
- (r) Ensure that the intrusion alarm system is disarmed daily at the start of shift at 7:00 a.m. and armed daily at the end of shift at 7:00 p.m.
- (s) Ensure that lights are extinguished in unoccupied areas of the building after cleaners have completed their work and as part of the end of day building closure procedure.

- (t) In the event there is a full or partial power outage, the security guard must immediately notify the Building Operations Coordinator II and/or the Building Operations Coordinator I.
- (u) Check that all doors fitted with security access devices are functioning and locked at all times.
- (v) Ensure that stairwell doors remain closed at all times and immediately report any issues to the Building Operations Coordinator II and/or the Building Operations Coordinator I.
- (w) Keep close check on areas of high risk, e.g. computer room, storage vault and other such areas as may be required by WorkplaceNL.
- (x) Monitor surveillance camera system, including Grand Falls and Corner Brook offices, and report any suspicious or concerning activity such as thefts, vandalism, disturbances, accidents, fire or other hazards and, where appropriate, report to the appropriate law enforcement officials. Notification must also be provided to the Building Operations Coordinator II and/or the Building Operations Coordinator I. All incidents and related circumstances are to be documented.
- (y) Assist in management of emergency situations until relieved by appropriate personnel; for example, conflict diffusion, control of flooding, removal of ice/snow from blocked entrances, etc...
- (z) Carry out specific procedures in the event of fire or disaster as directed by WorkplaceNL.
- (aa) Perform other related duties as may be required.

## **SAFETY**

- A.10 The Contractor is responsible for the safety of its employees while on the job site and must abide by WorkplaceNL's safety procedures as well as the requirements of the **Occupational Health and Safety Act**, RSNL 1990, c. O-3, and the Regulations thereto, as amended.
- A.11 The Contractor must submit its Safety Policy Manual to WorkplaceNL prior to the commencement of any work under this Agreement. The Safety Policy Manual must be acceptable to WorkplaceNL.
- A.12 The Contractor and all persons assigned to perform services shall attend a safety meeting held by the Building Superintendent or his designate and shall complete WorkplaceNL's contractor orientation prior to the commencement of the services.

- A.13 All safety measures prescribed by the authorities having jurisdiction respecting fire hazards and personnel shall be observed at all times. The Security Guards must become familiar with the use of fire extinguishers, fire hoses and fire alarms and their locations. They must understand the fire protection systems and must be able to assist in the fire prevention programs, the building evacuation as per WorkplaceNL's Emergency Procedure (Procedure: HR-15-10) and the fire emergency plan.
- A.14 In the event of threats to the building or employees (for example, hostage situation and the building is on lock down), the Security Guard will assist the emergency response team in accordance with WorkplaceNL's policy.
- A.15 The Contractor must ensure that all Security Guards are fully aware of the regulatory requirements of working alone as set out in Working Alone Safely Guidelines for Employers and Employees in conjunction with the **Occupational Health and Safety Act**, RSNL 1990, c. O-3, and the Regulations thereto, as amended.
- A.16 The Security Guard must always possess a fully charged cell phone when they leave the front desk area.
- A.17 The Contractor will be instructed and must comply with WorkplaceNL's On Site Contractors Occupational Health and Safety Procedure (Procedure: HR 15-12). Failure to abide by this procedure may result in termination of this Agreement and the Contractor's personnel being required to leave the site.

## **SERVICE SCHEDULES**

- A.18 The Contractor shall supply approved Security Guards to provide security services for daily 12 hours shifts from Monday to Friday, 7:00 a.m. to 7:00 p.m., excluding statutory holidays. (One (1) Security Guard per shift). An alternative schedule may be approved in WorkplaceNL's sole discretion.

Services shall not be required on the following holidays:

- New Year's Day
- St. Patrick's Day
- Good Friday
- St. George's Day
- Victoria Day
- June Holiday
- Memorial (Canada) Day
- Orangeman's Day

- Civic Holiday (Regatta Day)
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Armistice (Remembrance) Day
- Christmas Day
- Boxing Day

In the event Services are required outside of the regular working schedule noted above, for example during overnight, weekend or statutory holidays; WorkplaceNL will provide advance notice to the Contractor of the requirement. The Contractor will be paid by WorkplaceNL for the additional services at the applicable hourly rate in Schedule "B".

- A.19 The Contractor shall designate a supervisor who will be responsible for all Security Guards assigned for duty and provide the name and contact information for the supervisor to WorkplaceNL's representative.
- A.20 The Contractor shall supply personnel to maintain Services as described herein regardless of holidays, sick leave or any other reason.
- A.21 WorkplaceNL may require the provision of additional Security Guards for various events, such as News Conferences, Media Events, etc. The Contractor shall supply Security Guards at such events at the request of WorkplaceNL. The Contractor will be paid by WorkplaceNL for the additional services at the applicable hourly rate in Schedule "B".

## **REPORTING**

- A.22 The Contractor shall report all incidents, accidents, etc. immediately and in writing to WorkplaceNL.
- A.23 The Contractor shall immediately notify WorkplaceNL of the dismissal of any Security Guards from their duties for any reason. Requirements respecting original personnel will apply to the new staff.

## **CALL-IN SECURITY SERVICE**

- A.24 The Contractor shall provide timely call-in services at the request of WorkplaceNL. Periodically, situations may arise that require the presence of an additional security officer for limited periods. The Contractor will be paid by WorkplaceNL for the additional services at the applicable hourly rate in Schedule "B".

**CHANGES**

- A.25 WorkplaceNL may at any time, without invalidating the Agreement, make changes in the Services and may require the Contractor to perform changes and/or extra services. Changes may include reduced servicing due to floor plan changes, periods of renovation, and/or changes made due to technology innovations as determined by WorkplaceNL. Before any change in Services is instituted, such changes and/or extra work shall be authorized by a written Agreement specifying the basis of compensation to be paid to the Contractor. The value of any changes shall be determined in one or more of the following ways:
- (a) by the Contractor's estimate in lump sum subject to acceptance by WorkplaceNL;
  - (b) by unit prices agreed upon; or
  - (c) by cost and percentages or by cost and a fixed sum as agreed between WorkplaceNL and the Contractor.
- A.26 The Contractor shall adhere to the following service delivery standards:



## SCHEDULE "C"

### Form of Performance Bond

No. \_\_\_\_\_

**\$25,000.00**

### KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_, hereinafter called "**PRINCIPAL**" and \_\_\_\_\_ a corporations created and existing under the laws of \_\_\_\_\_ and duly authorized to transact the business of Surety ship in \_\_\_\_\_, hereinafter called "**SURETY**", are held and firmly bound unto Workplace Health, Safety and Compensation Commission, Hereinafter canned "**OBLIGEE**", in the amount of **Twenty-five thousand dollars (\$25,0500.00)** lawful money of Canada, for the payment of which sum, well and truly to be made, **PRINCIPAL** and **SURETY**, jointly and severally, bind themselves and each of them and their and each of their heirs, executors, administrators, successors and assigns firmly by these presents.

**WHEREAS, PRINCIPAL** has submitted a written Agreement to **OBLIGEE**, dated the \_\_\_\_\_ day of \_\_\_\_\_, which is by reference made part hereof and hereinafter referred to as the Agreement.

**NOW, THEREFORE, THE CONDITION OF THE OBLIGATION** is such that if **PRINCIPAL** shall promptly and faithfully perform the Agreement then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever **PRINCIPAL** shall be, and declared by **OBLIGEE** to be, in default under the Contract, **OBLIGEE** having performed **OBLIGEE's** obligations up to the time of default thereunder, **SURETY** may promptly remedy the default of shall promptly:

- a. Complete the Agreement in accordance with its terms and conditions; or
- b. Obtain a bid or bids for submission to **OBLIGEE** for completing the Agreement in accordance with its terms and conditions, and upon determination by **OBLIGEE** and **SURETY** of the lowest responsible bidder, arrange for an Agreement between such bidder and **OBLIGEE** and make available as work progresses (even though there should be a default, or a succession of defaults, under the Agreement or Agreement of completion, arranged under this paragraph) sufficient funds to pay for the cost of completion less the balance of the Agreement price; but not exceeding, including other costs and damages for which **SURETY** may be liable hereunder, the amount herein before set forth. The term "balance of Agreement price", as used in this paragraph, shall mean the total amount payable by **OBLIGEE** to **PRINCIPAL** under the Agreement, less the amount properly paid by **OBLIGEE** to **PRINCIPAL**,

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Agreement is due.

**SURETY** shall not be liable for a greater sum than the specified amount of this Bond.

No right of action shall accrue on this Bond to, or for the use of, any person or corporation other than **OBLIGEE** named herein, or the heirs, executors, administrators, or successors of **OBLIGEE**.

**PROVIDED, HOWEVER**, that no variation or alteration which may be made in the Agreement, or in the extent, nature, or method of performance of the Services to be performed thereunder, and no extension of time given by **OBLIGEE** for the performance of the Agreement, nor any waiver,

forbearance or forgiveness on the part of either **PRINCIPAL** or **OBLIGEE** to the other shall in any way release **PRINCIPAL** and **SURETY**, or either of them, or their heirs, executors, administrators, successors and assigns from their liability hereunder, notice to **SURETY** of such variation, alteration, extension, waiver, forbearance or forgiveness being hereby expressly waived.

**AND IT IS HEREBY DECLARED AND AGREED** that **SURETY** shall be liable under this obligation as fully as if it were **PRINCIPAL** and that nothing of any kind or nature whatsoever that will not discharge **PRINCIPAL** shall operate as a discharge or a release of liability to **SURETY**, any law, rule or usage relating to the liability of sureties to the contrary notwithstanding.

**IN TESTIMONY, WHEREOF, PRINCIPAL** has hereto set its hand and affixed its seal, and **SURETY** has caused its corporate seal to be affixed hereto, in accordance with its regulations and in the presence of its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE COMMON SEAL of PRINCIPAL**  
was hereon affixed in the presence of:

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Principal** (seal)

**THE COMMON SEAL of SURETY**  
was hereon affixed in the presence of:

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Surety** (seal)

## STANDARD TERMS AND CONDITIONS

**1. Agreement** - This Agreement includes the following documents and any conflict between the documents shall be resolved by giving priority to the documents in the order as they appear:

- (a) executed agreement between WorkplaceNL and the Contractor to which this document is appended (if applicable);
- (b) WorkplaceNL Confidentiality Schedule (if applicable);
- (c) WorkplaceNL Standard Terms and Conditions;
- (d) Declaration(s) of Confidentiality/Conflict of Interest;
- (e) procurement documents (including purchase orders) issued by WorkplaceNL; and
- (f) Contractor's bid, proposal or quote.

This Agreement constitutes the whole agreement of the parties relative to the purchase of Services from the Contractor by WorkplaceNL and supersedes all prior negotiations, representations, or agreements, either written or oral.

**2. Services** – Services means all goods, materials and/or services required under this Agreement.

The Contractor shall provide the Services. WorkplaceNL is responsible for the evaluation of the scope and suitability of the Services provided by the Contractor.

**3. Independent Contractor Status** - The Contractor is an independent contractor as to all Services. Neither the Contractor, its employees, officers, directors, associates nor approved sub-contractors, if any, are to be construed as constituting employees, agents, or representatives of WorkplaceNL. As an independent contractor, the Contractor assumes all legal and contractual obligations arising out of the performance of the Services.

The Contractor shall not enter into any contract or commitment in the name of or on behalf of WorkplaceNL, or bind WorkplaceNL in any respect or make statements or representations of any kind or take any other actions that would be binding on WorkplaceNL except as specifically provided in this Agreement.

The Contractor shall be fully responsible for any and all employee benefits to be provided to the Contractor's employees. Neither the Contractor nor its employees, officers, directors, associates or approved sub-contractors shall be entitled to participate in or receive any benefits whatsoever from WorkplaceNL as a result of performing Services. The Contractor is solely responsible for deducting the appropriate withholdings from the Contractor and its employees' pay cheques and for the remittance of such withholdings to the appropriate regulatory body as required by law.

Prior to commencing provision of Services, the Contractor shall provide to WorkplaceNL a list of employees, officers, directors, associates and approved sub-contractors assigned to perform the Services including their job titles and qualifications for the provision of Services. The employees, officers, directors, associates and sub-contractors assigned to perform Services shall not change except with prior written consent of WorkplaceNL.

WorkplaceNL may, in its sole discretion, request that any employee, officer, director, associate or approved sub-contractor of the Contractor be prohibited from the performance of Service and/or from access to any files and/or to WorkplaceNL's premises, and the Contractor shall immediately comply with this request. The Contractor hereby releases and forever discharges and holds harmless WorkplaceNL from any costs, claims, losses, and damages of any kind whatsoever based on negligence, defamation, wrongful discharge/dismissal or otherwise which the Contractor may suffer, sustain, pay or incur as a result of any actions under this paragraph and will indemnify, defend and hold harmless WorkplaceNL against any third party claims based on actions hereunder.

**4. Sub-Contractor** - Without the prior written consent of WorkplaceNL, the Contractor shall not sub-contract any part of the Services, assign or transfer any interest, or delegate any responsibility arising out of this Agreement, to anyone other than the approved employees, officers, directors, associates,

or sub-contractors of the Contractor in accordance with the provisions of this Agreement. Prior to approval of a sub-contractor, the Contractor must establish to the satisfaction of WorkplaceNL, that the sub-contractor also meets the requirements of this Agreement.

**5. Payment** - Provided the Contractor has complied with all terms, conditions and provisions of this Agreement, WorkplaceNL shall make payments to the Contractor of those fees as set forth in this Agreement, following appropriate invoicing by the Contractor. WorkplaceNL shall not be liable to the Contractor for any other costs or expenses, unless such costs or expenses are approved in advance and in writing by WorkplaceNL, or are specifically set out in this Agreement. The Contractor shall submit expense claims in a format acceptable to WorkplaceNL.

WorkplaceNL shall effect payment of invoices within thirty (30) days of receipt of an acceptable invoice by WorkplaceNL provided that the amounts so billed are correct and properly payable under this Agreement. All invoices shall include the Contractor's registration number for Harmonized Sales Tax (HST) and shall separately identify the amounts of such tax. Payment of invoices may be delayed through failure of the Contractor to identify the registration number and the amount of HST. The Contractor shall maintain records sufficient to verify invoices submitted to WorkplaceNL and WorkplaceNL shall not be responsible for reconciliation and/or review of incorrect bookkeeping by the Contractor.

WorkplaceNL will not pay interest on late or overdue accounts.

Payment for Services shall be made by direct deposit. The Contractor shall supply the necessary banking information to WorkplaceNL within seven (7) working days of awarding the contract.

Purchase orders and notices of payments will be forwarded to the Contractor from WorkplaceNL. The Contractor shall supply facsimile information to WorkplaceNL within seven (7) working days of awarding the contract.

Services which have been performed prior to the issuance of a purchase order shall not be invoiced to WorkplaceNL. Only Services rendered within the date range delineated on the purchase order will be paid by WorkplaceNL.

The Contractor shall only submit an invoice for payment once. If the Contractor has not received payment for an invoice, the Contractor may contact the Accounts Payable Department of WorkplaceNL but it shall not resubmit the invoice unless expressly requested by WorkplaceNL. If the Contractor sends a Statement of Account, it shall be clearly marked "Statement of Account" at the top of the page.

**6. Set-Off** - At its sole option and without notice to the Contractor, WorkplaceNL shall have the right to set-off any amount due to WorkplaceNL by the Contractor under this Agreement or otherwise against any amount due and owing by WorkplaceNL to the Contractor under this Agreement.

**7. Non-exclusive** - This Agreement does not create an exclusive relationship between the Contractor and WorkplaceNL. WorkplaceNL may also, at any time, retain other contractors to perform work in relation to the Services or any changes or additions to such Services. The Contractor is free to, and it is anticipated that the Contractor will, engage with other clientele in addition to its engagement herein with WorkplaceNL.

**8. Conflict of Interest** – Conflict of interest includes, but is not limited to, any situation or circumstance where in relation to the Services, the Contractor's other commitments, relationships, 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. The Contractor shall not provide Services if the Contractor is in a conflict of interest. The Contractor shall not permit any actual, possible or perceived conflict of interest between the interest of WorkplaceNL and/or its clients and the interest of the Contractor.

## STANDARD TERMS AND CONDITIONS

The Contractor shall immediately disclose any such conflict of interest to WorkplaceNL in writing. WorkplaceNL shall, in its sole discretion, determine if an actual, possible or perceived conflict of interest exists and determine the appropriate course of action to be taken by WorkplaceNL and/or the Contractor. WorkplaceNL's decision in this regard shall be final and conclusive.

The Contractor:

- (a) shall conduct all duties related to this Agreement with impartiality;
- (b) shall not influence, seek to influence, or otherwise take part in a decision of WorkplaceNL and/or WorkplaceNL's client, knowing that the decision might further its private interests;
- (c) shall not offer, solicit, receive or accept any communication, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any Services, that causes, or would appear to cause, a conflict of interest; and
- (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any Services.

**9. Confidentiality** - All data and information of or concerning WorkplaceNL, WorkplaceNL clients, or of third parties to whom WorkplaceNL owes a duty of confidence, obtained by the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors, is:

- (a) to be treated as confidential;
- (b) to be used only to supply or perform Services to WorkplaceNL pursuant to this Agreement;
- (c) not to be reproduced or disclosed to anyone other than WorkplaceNL personnel as required in the performance of this Agreement;
- (d) not to be removed from the offices of WorkplaceNL without prior written consent of WorkplaceNL;
- (e) to be delivered to WorkplaceNL without cost forthwith upon demand, including all copies and records of same; and
- (f) to be protected by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.

Nothing in the Agreement will prohibit or limit either Party's use or disclosure of information (including, but not limited to, ideas, concepts, knowledge, techniques, and methodologies) which is:

- (a) previously known to it without an obligation of confidence;
- (b) independently developed by or for it;
- (c) acquired by it from a third party which is not under an obligation of confidence with respect to such information; or
- (d) required by law. In the case of a disclosure required by law, the Contractor shall notify WorkplaceNL in writing prior to the disclosure to provide an opportunity to restrain the disclosure.

The Contractor will notify WorkplaceNL both verbally and in writing in the event of any unauthorized access to or disclosure of data or information.

The Contractor acknowledges that WorkplaceNL is bound by the terms of the **Workplace Health, Safety and Compensation Act, 2022**, SNL 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**, RSNL 1990, c. P-22, as amended, and the **Personal Health Information Act**, SNL 2008, c. P-7.01, as amended ("**PHIA**"), 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 sub-contractors, could become exposed to directly or indirectly during the performance of Services. WorkplaceNL may be compelled to disclose data or information pursuant to **ATIPPA**.

The Contractor shall observe all requirements, standards and protocols of WorkplaceNL, relating to confidentiality, conflict of interest, and collection, storage, transfer, copying, modification, use, disclosure and disposition of

information. The Contractor shall comply with the provisions of the attached "Declaration of Confidentiality/Conflict of Interest" and shall ensure compliance of the Contractor's employees, officers, directors, associates, and/or approved sub-contractors with the provisions of the said Declaration of Confidentiality/Conflict of Interest. 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.

Without limiting the generality of the foregoing, the Contractor acknowledges that WorkplaceNL shall have the right to obtain injunctive relief for violation of the terms of the clause. 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 clause.

When deemed appropriate by WorkplaceNL, in its sole discretion, WorkplaceNL may also require the Contractor and its employees, officers, directors, associates, and/or approved sub-contractors to comply with the WorkplaceNL Confidentiality Schedule. The Contractor must initial the WorkplaceNL Confidentiality Schedule which will form part and parcel of this Agreement.

**10. Ownership of Information** - All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Contractor in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of WorkplaceNL and the contents thereof are privileged and confidential. Nothing in the Agreement shall give the Contractor a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Contractor pursuant to the terms of the Agreement. The Contractor acknowledges that WorkplaceNL's right to this information shall at all times be paramount to any rights of the Contractor, at law or in equity, and that the Contractor's remedies against WorkplaceNL for WorkplaceNL's breaches under the Agreement do not include the right to deprive WorkplaceNL of access to WorkplaceNL's information in the Contractor's possession.

**11. Access to Information** - WorkplaceNL is subject to the **ATIPPA** and consequently the public has a right of access to WorkplaceNL's records. WorkplaceNL shall not be liable for any claims, costs, losses or damages experienced by the Contractor as a result of WorkplaceNL's release of information to another party pursuant to the provisions of **ATIPPA** or due to any other legal requirements.

**12. Warranty and Liability** - The Contractor represents, warrants and covenants that:

- (a) the information contained in its bid, proposal or quote is true and accurate;
- (b) all equipment supplied meets and is operated in accordance with the manufacturer's specifications and applicable regulatory requirements;
- (c) all Services provided are free from any defects in design, materials and workmanship, and that the Services fully comply with specifications and are suitable and fit for its intended purpose;
- (d) the supply of Services will not infringe any patent, trademark or copyright;
- (e) the Contractor provides good and clear title to the Services to WorkplaceNL;
- (f) the Contractor, its employees, officers, directors, associates and approved sub-contractors have the necessary skills, expertise, materials and experience, are qualified in the safe work procedures and operations of equipment, and shall provide and perform the Services in accordance with the provisions of this Agreement;
- (g) the Contractor shall provide and perform the Services in accordance with all applicable law and professional standards, and in a skilful, safe, efficient and professional manner satisfactory to WorkplaceNL;

## STANDARD TERMS AND CONDITIONS

- (h) the Contractor, its employees, officers, directors, associates and approved sub-contractors shall comply with all safety and security rules and workplace policies and procedures in effect from time to time while using or accessing WorkplaceNL's premises, assets, and/or resources;
- (i) the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors will not commence work while under the influence of alcohol, marijuana or illegal drugs;
- (j) the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors shall comply with the **Occupational Health and Safety Act**, RSNL 1990, c. O-3, and the Regulations thereto, as amended; and
- (k) if the Contractor is carrying on an undertaking in the Province of Newfoundland and Labrador, the Contractor will during the term of this Agreement continue to be registered and authorized to carry on business in compliance with the laws of the Province of Newfoundland and Labrador.

The Contractor shall supply all labour, materials, and supervision to complete the Services in accordance with the Agreement. The Contractor shall obtain all permits and licences, pay such fees, and give all notices necessary for the lawful performance of the Services. Except as otherwise specifically stated in this Agreement, all facilities and equipment required for the provision of the Services shall be provided by the Contractor and shall remain the property and responsibility of the Contractor.

The Contractor is fully and solely responsible for the actions of the Contractor and its employees, officers, directors, associates, and/or approved sub-contractors in performance of the Services and to ensure compliance with this Agreement. WorkplaceNL's approval of employees, officers, directors, associates, or sub-contractors does not relieve the Contractor of the Contractor's responsibilities under this Agreement.

**13. Indemnity** - The Contractor shall indemnify and hold harmless WorkplaceNL from and against all claims, actions, losses, expenses, costs and direct damages of every nature and kind whatsoever which WorkplaceNL or its employees, officers, directors, associates, or agents may suffer where the same are based upon or arise out of anything done or omitted to be done by the Contractor or its employees, officers, directors, associates, and/or approved sub-contractors.

**14. Insurance** - The Contractor shall, at its own expense and without limiting its liability herein, insure its operations under a contract of General Liability Insurance, with an insurer licensed in Newfoundland and Labrador, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual general aggregate, if any, of not less than Four Million Dollars (\$4,000,000) for each of its locations, insuring against any and all bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability and shall be in effect for the duration of the Agreement and any extensions or renewals. The deductibles applicable to the insurance required shall not exceed Five Thousand Dollars (\$5,000) per occurrence.

Certificates of insurance shall be provided to WorkplaceNL prior to the provision of Services under this Agreement and within thirty (30) days of any insurance renewal. All insurance called for under this Agreement shall be endorsed to provide WorkplaceNL with thirty (30) days advance written notice of cancellation, failure to renew or material change (material defined as any change restricting or reducing required coverage). WorkplaceNL may, at any time, request certified true copies of the policies and they shall be provided within fourteen (14) working days of the request. All insurance called for under this Agreement shall be primary insurance and shall not require the pro rata sharing of any loss by WorkplaceNL or any insurer of WorkplaceNL.

**15. Good Standing and Safety** – If the Contractor is engaged in, about or in connection with an industry in the province of Newfoundland and Labrador under the **Act**, prior to commencing provision of Services and during the term of this Agreement, the Contractor and any approved sub-contractors must be registered as an employer or have independent operator coverage under the

**Act**, must be in good standing with WorkplaceNL, and shall comply with the **Act** and the Regulations thereto, as amended. The Contractor authorizes WorkplaceNL to obtain confirmation of the same.

### **16. Performance Standards**

Time is of the essence in the performance of the Agreement.

WorkplaceNL may notify the Contractor of any deficiencies, and in the event that the Contractor has failed to rectify the deficiencies within the time allocated by WorkplaceNL, WorkplaceNL may, at its discretion, obtain the Services, complete the work or rectify the deficiencies to its satisfaction and shall be entitled to deduct and set-off the costs of such work or rectification from any moneys due to the Contractor.

WorkplaceNL shall not be obligated to make any payments for Services rendered by the Contractor to remedy errors or omissions for which, in the reasonable opinion of WorkplaceNL, the Contractor is responsible.

**17. Inspection** – All Services are subject to final inspection and acceptance by WorkplaceNL. Services failing to conform to the specifications of this Agreement will be held at the Contractor's risk and may be returned to the Contractor. If so returned, all related costs are the responsibility of the Contractor. Services failing to conform to specifications of the Agreement may result in WorkplaceNL making adjustments to invoices.

**18. Non-waiver** – Mere acceptance of shipment of the Services specified and any inspection thereto by WorkplaceNL, shall not alter, limit or affect the obligations of the Contractor or the rights of WorkplaceNL herein or at law.

**19. Title and Risk** - Title to Services shall not pass to WorkplaceNL until delivered to a WorkplaceNL location and until such time shall be at the sole risk of the Contractor.

**20. Canadian Standards Association (CSA) Approval** – The Contractor shall ensure that all electrical, materials, hardware and assemblies supplied under the Agreement are fully CSA approved.

**21. Workplace Hazardous Materials Information System (WHIMIS)** – When dealing with materials designated as hazardous, the Contractor shall ensure all goods and materials are provided with appropriate labels and material safety data sheets where required by WHIMIS legislation.

**22. Changes** – WorkplaceNL, without invalidating the Agreement, may alter, add to or delete from the work, the Agreement sum being adjusted accordingly provided the Contractor has agreed to the same in writing. All such changes shall be governed by the conditions of the original Agreement. Any changes and unforeseen extras must be documented by change orders and approved by WorkplaceNL prior to proceeding. Supplementary invoices not supported by change orders will not be honored. The Contractor must notify WorkplaceNL of changes in the Contractor's policy or organization that affects its ability to meet its obligations outlined in the Agreement.

**23. Termination** - This Agreement may be terminated at any time by the mutual consent of the Parties.

WorkplaceNL may terminate this Agreement at any time, without cause, by giving thirty (30) calendar days written notice to the Contractor. WorkplaceNL shall not be subject to a claim for damages by the Contractor for any such termination.

WorkplaceNL may, in addition to and not in lieu of any other right or remedy available, at law or in equity, on the terms outlined in this paragraph terminate this Agreement at any time without notice, for cause and without compensation to the Contractor should:

- (a) the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors be in breach of any provision of this Agreement;
- (b) WorkplaceNL determine, in its sole discretion, that the Services are being provided in a manner inconsistent with this Agreement;

## STANDARD TERMS AND CONDITIONS

- (c) the Contractor fail to make adequate progress in the performance of the Agreement, or alternatively, an indication by the Contractor that they cannot or will not meet any or all of the requirements of the Agreement;
- (d) WorkplaceNL determines, in its sole discretion, that the invoicing practices of the Contractor are unsatisfactory or improper; or
- (e) the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or receivers appointed of its business, or a voluntarily or involuntary petition in bankruptcy is filed, or proceedings for the reorganization or winding up of the Contractor is instituted.

WorkplaceNL may terminate the Agreement immediately or may provide the Contractor with written notice of the above noted default and provide the Contractor an opportunity to rectify the said default within 72 hours. If the default is not rectified to the satisfaction of WorkplaceNL within 72 hours, then WorkplaceNL can proceed to terminate this Agreement, for cause, without further notice.

Where this Agreement is terminated, either by mutual consent or otherwise, the Contractor shall, without any further fee or cost whatsoever to WorkplaceNL:

- (a) upon the effective date of termination of this Agreement cause all Services being provided under this Agreement to be discontinued, unless WorkplaceNL has provided its express, written consent to the continuation of Services; and
- (b) within thirty (30) working days of the effective date of termination, provide all work product and all final invoices for Services completed to the date of termination pursuant to this Agreement. The obligations of WorkplaceNL to make payment to the Contractor shall continue for Services performed up to and including the date of termination but do not continue beyond that time period. If the Agreement stipulates a lump sum payment, any such payment for Services performed shall be valued proportionately to the value of the contract.

The Contractor shall not be entitled to any other payment in respect of such termination including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

**24. Force Majeure** – Neither the Contractor nor WorkplaceNL shall be deemed to be in default of its obligations under this Agreement, if, and for as long as, any delay or non-performance is directly or indirectly caused by or results from events of Force Majeure beyond the reasonable control of that party. These events shall include, but not be limited to, strikes or other labour disturbance, riots, civil disturbances, wars, fires, explosions, floods, acts of God, epidemics, pandemics and acts of any government or branch or agency thereof. The performance of this Agreement shall resume as soon as practicable after force majeure has ceased.

Force Majeure shall not include the following:

- (a) late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; and
- (b) late performance by a sub-contractor(s) unless the delay arises out of a Force Majeure occurrence in accordance with this clause.

**25. Records and Audit** - The Contractor shall maintain appropriate records and files in relation to the Services provided under this Agreement for seven (7) years, at which time the Contractor will destroy any and all copies and versions of the said records and files. The Contractor will retain copies of the records and files only to the extent required by law and applicable professional standards. The Contractor shall provide a copy of the said records and files within seven (7) working days of receipt of a written request from WorkplaceNL.

In addition to any other rights of inspection or audit that WorkplaceNL may have under this Agreement or under statute, WorkplaceNL or a person

authorized by WorkplaceNL, may, at any reasonable time and upon reasonable notice to the Contractor, inspect, audit and evaluate the Contractor's compliance with the terms of this Agreement, including but not limited to compliance with Service and invoice obligations, privacy, security and information management, under this Agreement through any means including but not limited to the following means:

- (a) on-site visit and examination of records and files, and inspection of electronic devices upon WorkplaceNL's request;
- (b) observation of the performance of the Services in progress;
- (c) full access to records and files and the ability to make copies of the record; and
- (d) oral or written communication pertaining to Services with any clients, employees, associates, directors, officers, agents and approved sub-contractors of the Contractor.

Notwithstanding any other provision of this Agreement, WorkplaceNL shall not be responsible for the Contractor's costs or fees associated with compliance with this section.

**26. General** - The paragraph headings shall not be considered in interpreting the text.

**27. Invalid or Unenforceable Provision** - If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, notwithstanding this Agreement may, at WorkplaceNL's option, remain in full force and effect and such term or provision shall be deemed removed from this Agreement and the remaining provisions form a valid agreement.

**28. Waiver** - Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. Failure on the part of any party to exercise, and/or delay in exercising, any right under this Agreement shall not operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

**29. Governing Law** - This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador, and the forum for all disputes shall be the Courts of the Province of Newfoundland and Labrador.

**30. Survival of Obligations** – All the obligations of the Contractor under this Agreement, including but not limited to independent contractor status, confidentiality, warranty and liability, records and audit, termination, indemnification and insurance provisions, shall survive the termination or completion of this Agreement.

**31. Promotion** - The Contractor shall not associate WorkplaceNL in any advertising or other promotional materials or messages associated with it without WorkplaceNL's prior written consent. The Contractor, its employees, officers, directors, associates and/or approved sub-contractors shall not approach WorkplaceNL personnel, to in any way promote the business of the Contractor.

**32. Enurement** – Subject to the express limitations set out in the Agreement, this Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Parties.

**33. Agreement Amendment** - The Agreement may only be modified by a written agreement signed by persons duly authorized by the Contractor and WorkplaceNL.

# STANDARD TERMS AND CONDITIONS

## 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 Standard Terms and Conditions; and
  - WorkplaceNL Confidentiality Schedule (if attached to the Agreement).
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:

\_\_\_\_\_  
Commissioner of Oaths

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Print Name

## CONFIDENTIALITY SCHEDULE

1. For the purposes of this Schedule, references to Contractor(s) shall include the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors and employees, officers, directors, and associates of approved sub-contractors.
2. For the purposes of this Agreement "Confidential Information" means:
  - (a) all communications and instructions from WorkplaceNL respecting the Services;
  - (b) all information acquired by the Contractor respecting policy development, consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of WorkplaceNL;
  - (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning WorkplaceNL, WorkplaceNL employees, injured workers or employers, disclosed directly or indirectly to the Contractor during the performance of the Services or in any way related thereto;
  - (d) all personal information, as defined under the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015, c. A-1.2, as amended, ("**ATIPPA**") and the **Personal Health Information Act**, SNL 2008, c. P-7.01, as amended, ("**PHIA**") which is, directly or indirectly, disclosed to or collected by the Contractor during the performance of the Services or in any way related thereto;
  - (e) all information that is developed based upon Confidential Information including the work product of the Contractor; and
  - (f) Confidential Information shall not include any information which:
    - (i) at the time such information was provided to the Contractor was or thereafter became part of the public domain through no act or omission of the Contractor or its representatives; or
    - (ii) is information which the Contractor can show possession of prior to the date of the Agreement and which was received or developed by the Contractor free of obligations of confidentiality to WorkplaceNL.
3. The Contractor shall not directly or indirectly collect Confidential Information in the performance of the Services unless the collection is necessary to carry out the duties associated with the Agreement.
4. The Contractor shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Agreement, and shall not permit the use of the Confidential Information for any other purposes.
5. The Contractor shall treat all Confidential Information acquired by the Contractor in the performance of the Services as privileged and confidential and shall not directly or indirectly disclose the same to any person or persons at any time without the express written approval of WorkplaceNL, unless required to do so by law. In the event that such disclosure is required, the Contractor shall notify WorkplaceNL prior to the disclosure to provide an opportunity to restrain the disclosure.
6. Upon request by WorkplaceNL, the Contractor shall provide to WorkplaceNL and solely to WorkplaceNL all Confidential Information acquired during the performance of the Services, or shall, at the request of WorkplaceNL, destroy any and all copies and versions of the Confidential Information in the possession and/or control of the Contractor and shall certify the destruction of same to WorkplaceNL. The Contractor shall retain copies of Confidential Information only to the extent required by law and applicable professional standards.
7. To assist and further ensure compliance with the Agreement, the Contractor shall have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, which are acceptable to WorkplaceNL and consistent with all applicable privacy legislation, including but not restricted to the following:
  - (a) 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 Confidential Information to any third party, or to any of its employees, officers, directors, associates, and/or approved sub-contractors other than those who are required to have access to properly perform the Services under the Agreement;
  - (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
  - (c) prior to execution of the agreement, provide to WorkplaceNL copies of its policies and standards in relation to confidentiality, conflict of interest, and collection, storage, transfer, copying, modification, use, disclosure, disposition, and access of information;
  - (d) advise WorkplaceNL of any changes in its security systems, procedures, practices, policies and standards that may affect the Confidential Information and seek WorkplaceNL's written consent prior to such changes;
  - (e) complete training relating to **PHIA** which WorkplaceNL deems necessary, in WorkplaceNL's sole discretion;
  - (f) report 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
  - (g) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in the Protocols for Security of WorkplaceNL Information on Information Technology Assets ("Protocols") which forms part and parcel of this Schedule, unless otherwise advised by WorkplaceNL, and this includes:
    - (i) complying with all alterations or updates of the Protocols as may be provided to the Contractor from time to time; and
    - (ii) adhering to any additional instructions (including oral instructions) from WorkplaceNL as it relates to the subject matter contained in the Protocols and this Schedule.
8. The Contractor shall only disclose Confidential Information to persons other than its approved employees, officers, directors, associates, and/or sub-contractors with the prior written consent of WorkplaceNL, and then only to those persons who need to know the information in order to carry out the duties associated with the Agreement and only after confirming that such persons agree to comply with the provisions of the Agreement including the requirements set out in the Protocol by requiring such persons to execute the Declaration of Confidentiality/Conflict of Interest attached to the Agreement.
9. The Contractor shall:
  - (a) notify WorkplaceNL promptly of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information in the possession of the Contractor, including but not limited to data processing files, transmission messages or other Confidential Information by any person or entity which may become known to the Contractor;
  - (b) promptly furnish to WorkplaceNL full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist WorkplaceNL in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
  - (c) use reasonable efforts to cooperate with WorkplaceNL in any litigation and investigation against third parties deemed necessary by WorkplaceNL;
  - (d) 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 possession, use or knowledge of Confidential Information; and
  - (e) follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach as per the **ATIPPA** website: [www.gov.nl.ca/atipp/](http://www.gov.nl.ca/atipp/)

## CONFIDENTIALITY SCHEDULE

### Protocols for Security of WorkplaceNL Information on Information Technology Assets

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These requirements apply to the Contractor and all employees, officers, directors, associates, and/or approved sub-contractors of the Contractor, and it is the responsibility of the Contractor to ensure that all such employees, officers, directors, 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:
  - to validate the security of the device or for maintenance or security of the Network.
  - to add, remove, update and/or block any content, technical or otherwise, necessary for the maintenance or security of the Network or Confidential Information.
  - to determine if the device or inappropriate use of the device had adversely impacted the Network or Confidential Information.
  - to respond to an Access to Information and Protection of Privacy or legal discovery request.
- It is not permissible to:
  - use the Network or device for illegal purposes, for personal gain or to contravene legislation, policies, directives or standards.
  - attempt to gain unauthorized access to the Network or to initiate or participate in any activity that negatively impacts the Network's security or performance.
  - share personal computer drives or folders on a computer accessing the network.
  - access the network remotely, either through wired or wireless connections, except through the use of a WorkplaceNL provisioned VPN connection with multi-factor authentication.

## CONFIDENTIALITY SCHEDULE

- 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:
  - securely manage and protect Network and device usernames and passwords.
  - take reasonable precautions to prevent the introduction of viruses, SPAM or other malicious content.
  - immediately notify the IT Service Desk (service.desk@workplacnl.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.