

**WorkplaceNL
2025-43-P
External Audit Services**



**Request for Proposals: 2025-43-P
External Audit Services**

Issue Date: August 22, 2025

RFP Closing Date: September 12, 2025 before 2:00 p.m. (NL Time)

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SECTION 1 – OVERVIEW AND SCOPE OF SERVICES

1.1 Request for Proposal Summary

The Workplace Health, Safety and Compensation Commission (“WorkplaceNL”) is inviting prospective Applicants to submit proposals for External Audit Services.

WorkplaceNL reserves the right to contract with one provider of services for all regions or to contract with separate providers, as required, to provide the required regional services. The term of the agreement will be for a period of 5 years.

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

1.2 Glossary of Terms

The following terms will apply to this document:

Applicant(s):	An individual, group of individuals or a company that submits, or intends to submit, a proposal in response to this document.
RFP:	Request for Proposal which includes the original Request for Proposals and any and all addenda.
Must/ Shall:	A requirement that is mandatory and if not met will result in rejection of the proposal.
Services:	Includes but is not limited to providing an annual financial statement audit.

1.3 Intent

The purpose of this RFP is to acquire the services of an external audit firm to provide annual financial statement audit services to WorkplaceNL.

1.4 Background

WorkplaceNL provides services to employers, injured workers and their dependents, and the public through the administration of the **Workplace Health, Safety and Compensation Act, 2022** (the “Act”). These services include promoting workplace health and safety in order to prevent and reduce workplace injury and illness. WorkplaceNL strives to ensure injured workers receive the best care possible and the benefits to which

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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).

1.5 Scope of Work

1.5.1 Overview

WorkplaceNL came into effect April 1, 1951. WorkplaceNL is responsible for administering the Act. WorkplaceNL is also responsible for levying and collecting assessment revenues in an amount sufficient to cover the current and future costs of claims. It obtains its revenues from premiums based on assessable payrolls, reimbursements from self-insured employers and from the return on its investment portfolio. Since WorkplaceNL is responsible for administering the payment of benefits to injured workers, its expenses include claims costs, as well as the related administration.

WorkplaceNL is requesting proposals from audit firms to provide audit services starting with the audit for the year ended December 31, 2025.

Governance Structure

The Board of Directors administers the affairs of WorkplaceNL. There are ten (10) part-time directors on the Board, including a Chairperson and three (3) representatives each for: employers, workers and the general public. The Chief Executive Officer (CEO) is an ex-officio member. The Board members are appointed by the Lieutenant Governor in Council. The CEO leads the organization at the operational level. A senior management committee includes the CEO, Vice President, Prevention and Workplace Services, Vice President, Business and Technology Services, the Chief Financial Officer, the General Counsel/Corporate Secretary, Director of People and Culture and Director of Communications and Engagement. The Board of Directors is accountable for the overall performance of WorkplaceNL and for ensuring that the organization fulfills the purposes for which it was created as identified in the legislation. Its focus is on the long-term strategic direction and goals of WorkplaceNL. Responsibility for day-to-day administration

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and programming means of attaining those results is delegated to the Chief Executive Officer.

The Board of Directors has established a number of committees to enable them to fulfill their various governance responsibilities. The committees include Financial, Governance, and Client Service. The purpose of the Financial Services Committee is to enable the Board to fulfill their governance responsibilities regarding the financial services policies, activities and reporting.

Technology and Information Systems

WorkplaceNL currently uses Oracle for its financial systems. Most other systems, including those for the calculation and payment of benefits to injured workers and the recording of assessment revenues were custom developed for WorkplaceNL.

Investment Fund

WorkplaceNL maintains an injury fund that is used to pay benefits awarded to injured workers. An external custodian, holds WorkplaceNL's investment funds in trust. WorkplaceNL utilizes external investment fund managers and an Investment Consultant in the management and oversight of the investments. The compliance of these fund managers with WorkplaceNL's investment policy is monitored by WorkplaceNL on an ongoing basis. The injury fund's asset mix includes both domestic and global equities, fixed income, alternative asset classes including real estate and infrastructure, and private debt.

Benefit Liabilities

Benefit liabilities represent the actuarial present value of all future benefits payments expected to be made for claims, which occurred in the current and fiscal year or in any prior year. It is WorkplaceNL's practice to have an independent consulting actuary complete a valuation of the benefits liabilities. This valuation is conducted every year.

International Financial Reporting Standards (IFRS)

WorkplaceNL has adopted all relevant accounting standards as they are issued, most recently International Financial Reporting Standards (IFRS) 17 Insurance contracts.

1.5.2 Audit of Financial Statements

The primary duty of the auditor will be to attest whether the financial statements are fairly presented in accordance with IFRS.

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The Act requires that WorkplaceNL submit an annual report in accordance with the requirements of the Transparency and Accountability Act. This report, including WorkplaceNL's audited financial statements, is required to be filed by June 1st in the year following its December 31 year end. WorkplaceNL presents its draft financial statements, along with the auditors' report, to the Financial Services Committee between late March to early April of each year.

The approximate timelines of the annual Audit cycle:

- Planning session – September;
- Presentation of audit plan Internal Controls Financial Reporting testing to Financial Services Committee - September;
- Process walkthroughs - interim session in October / November
- Year end audit – Conducted between January to April;
- Presentation of audit results to Financial Services Committee- Late March to early April
- Subsequent review of other information for the annual report between April to June;
- Management letter, audit findings –April.

1.5.3 Assistance Provided to Auditors

A major objective of WorkplaceNL is to ensure a quality audit and services at a reasonable cost. Accordingly, staff are prepared to provide reasonable assistance, as required, by the auditor. Such assistance would include the following:

- (a) Preparation of working papers
- (b) Preparation of financial statements
- (c) Preparation of accounting schedules and reconciliations
- (d) Location of documentation supporting transactions selected for testing
- (e) Key Financial and other staff available to assist during the audit
- (f) Other reasonable assistance as required by the auditor

The above would include meetings with audit staff during the planning and fieldwork stage of the audit.

As well, WorkplaceNL has a Director, Enterprise Risk Management who provides the external auditors with the results of the various internal audits which were conducted during the year.

1.5.4 Non-audit Services

WorkplaceNL may require the successful auditor to provide services of a non-audit nature. The response to this RFP should outline the hourly rates WorkplaceNL would be expected to pay for such services. In the past, non-audit services have

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included advice in the areas of personal income tax, goods and services tax, as well as taxation of potential global infrastructure investments. Services may also include education sessions for ethics and other subject matter relevant to Certified Professional Accounting staff. Non-audit services provided in accordance with 2.4.3 Conflict of Interest.

1.5.5 Dimensions – 2024 (Funding Position Statements)

Revenues	\$429.0 million
Claims cost expenditures	\$255.1 million
Administration and other expenditures	\$ 46.1 million
Investments	\$1,829.3 million
Benefits Liability	\$1,329.2 million
Approximate Number of Employees	375

Further detail on the nature of WorkplaceNL's operations and its financial results are available in the Annual Performance Report for the year ending December 31, 2024. This report includes the annual update on performance against strategic goals, Management's Discussion and Analysis, and the audited Financial Statements.

1.6 Mandatory Criteria

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

- 1.6.1** The successful Firm must be in good standing with the Chartered Professional Accountants Newfoundland and Labrador (CPANL).
- 1.6.2** The successful Firm is licensed pursuant to the Chartered Professional Accountants and Public Accountants Act SNL2014 Chapter C-10.1, as amended.
- 1.6.3** The successful Firm must have a minimum of five (5) years' previous experience with insurance industry and/or worker's compensation industry.

1.7 Negotiation

- 1.7.1** Without limiting any discretion available to WorkplaceNL pursuant to the RFP, WorkplaceNL may, and reserves the right to, enter into direct negotiations with Applicants that meet the minimum required score, as established by the evaluation

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process defined herein. Negotiations may include, but are not limited to, pricing, schedules, and any other deliverables.

- 1.7.2** WorkplaceNL will determine the top-ranked Applicant based on the evaluation process outlined in Section 5 and will send a written invitation to the Applicant to enter negotiations. WorkplaceNL intends to conclude negotiations and execute a binding agreement within 30 days of the date of the written invitation to the Applicant to enter negotiations.
- 1.7.3** If the parties do not execute a binding agreement within the timeframe noted above, WorkplaceNL may, in its sole discretion: (i) extend the time period for negotiating and executing an agreement, (ii) invite the next best ranked Applicant to enter into negotiations, or (iii) cancel the RFP process. Once the above noted timeframe lapses, WorkplaceNL may discontinue negotiations with the top-ranked Applicant. This process shall be repeated until: (i) a binding agreement is executed, (ii) there are no further Applicants that are eligible for negotiations, or (iii) WorkplaceNL cancels the RFP.
- 1.7.4** Any negotiations or written invitation to enter into negotiations will not constitute a legally binding offer to enter into a contract on the part of WorkplaceNL or the Applicant. Negotiations may include requests by WorkplaceNL for supplementary information to clarify the Applicant's submission or to confirm the conclusions reached in the evaluation.

1.8 Agreement

- 1.8.1** WorkplaceNL shall not be obligated to any Applicant until a written agreement has been duly executed related to an approved proposal. Any awards made pursuant to this RFP process are subject to execution of a written agreement which is acceptable to WorkplaceNL.
- 1.8.2** The agreement between WorkplaceNL and the successful Applicant shall include the terms and conditions outlined in Appendix "B" of this RFP. If the Applicant does not agree to the terms and conditions in Appendix "B", the Applicant must indicate their objection in their proposal and suggest alternate terms and conditions. If the Applicant does not object and submit alternate terms and conditions, by submitting a proposal, the Applicant is deemed to agree to the terms and conditions in Appendix "B" of this RFP. WorkplaceNL may accept alternate terms and conditions which WorkplaceNL, in its sole discretion, determines are substantially similar in effect to the terms and conditions in Appendix "B". An invitation to the Applicant to negotiate does not bind WorkplaceNL to the alternate terms and conditions and WorkplaceNL may negotiate the terms and conditions as part of the negotiation process outlined in Section 1.7 of this RFP.

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

SECTION 2 – INSTRUCTIONS TO APPLICANT
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2.1 Electronic Copy of this Document

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

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

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

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

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

2.2 RFP Closing

The RFP CLOSING DATE is:

SEPTEMBER 12, 2025 BEFORE 2:00 PM NEWFOUNDLAND TIME

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

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

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Proposals will be opened publicly immediately following the RFP closing in accordance with the Public Procurement Regulations, as amended. The names of all Applicants will be provided at the public opening. Applicants may email purchasing@workplacenl.ca to request a virtual meeting invite to attend the public opening. Applicants must include their name, email address, and tender number in the request. Meeting requests must be received by WorkplaceNL before 4:00 p.m. Newfoundland Time on Wednesday, September 10, 2025.

2.3 Proposal Instructions

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

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

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

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

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

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

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

2.4 Proposal Conditions

2.4.1 Confidentiality and Ownership of Information

Information pertaining to WorkplaceNL obtained by the Applicant as a result of participation in this RFP, and/or subsequent interviews, presentations, and/or

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negotiations with WorkplaceNL, if any, is confidential and shall not be disclosed without prior written authorization from WorkplaceNL.

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

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

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

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

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

2.4.2 No Claims By Applicant

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

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

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a contract; or if WorkplaceNL is subsequently determined to have accepted a noncompliant proposal or otherwise breached or fundamentally breached the terms of this procurement.

2.4.3 Conflict of Interest

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

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

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

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

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2.5 Questions and Clarification

Any questions related to the RFP must be directed in writing by email to purchasing@workplacenl.ca or through the RFP posting on www.merx.com and received by WorkplaceNL before 4:00 PM Newfoundland Time on September 4, 2025.

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

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

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

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

2.6 Ineligibility of Proposals

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

2.7 Acceptance of Proposal

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

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

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

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

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

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

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

2.8 Estimated Time Frames

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

DESCRIPTION	DATE
RFP issue date	AUGUST 22, 2025
Deadline for questions	SEPTEMBER 4, 2025
Proposals to be received by	SEPTEMBER 12, 2025
Presentation of proposals (tentative - if required)	SEPTEMBER 18, 2025
Date of award (tentative)	OCTOBER 24, 2025

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SECTION 3 – GENERAL TERMS AND CONDITIONS

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

SECTION 4 – RESPONSE REQUIREMENTS

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

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

Response Format

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

Cover Letter

Identify the RFP description. Identify your name and your company's name (if applicable), address, telephone number, fax number and email address. Identify the representative responsible for your proposal. The letter must confirm that you and your company (if applicable) are in compliance with the **Personal Information Protection and Electronic Documents Act**, S.C. 2000, c.5, and Regulations thereto, as amended. The letter must be dated and signed.

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List all topics and associated pages for easy reference.

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Company Profile & Services

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

Conflict of Interest

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

Privacy/Confidentiality

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

Overview

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

The Applicant's overview must demonstrate how the past professional experience of the organization and the education, knowledge, skills and experience of the proposed resources meet the requirements as described in the RFP. The overview must include brief supporting details from relevant projects.

Approach and Methodology

The proposal shall include a detailed description of the approach and methodology which will be utilized in the provision of services.

Describe your ability to provide satisfactory services based on your firm size and firm location.

Describe what measures will be in place to ensure all new staff becomes familiar with WorkplaceNL's operations. To what extent is the partner in charge

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involved with WorkplaceNL audit and will they attend WorkplaceNL's premises on a regular basis.

Describe your approach to examining systems and internal controls and ways of identifying what would be considered critical audit areas. Describe the extent of analytical review procedures to be used. Identify the firm's approach to the audit of claimant and health care benefit payments and liabilities. Describe your intended use of compliance testing, and substantive procedures.

How will disruptions to our normal workflow be minimized? Comment on the coordination with the Director, Enterprise Risk Management and reliance on their work. Identify the communications that will keep executive and management informed of audit progress and aware of material issues on a timely basis. Describe your firm's approach to developing the "management letter" to WorkplaceNL.

IFRS are changed and updated on an annual basis. Describe your approach to auditing the adoption of new and modified accounting standards, including additional billing, if applicable.

WorkplaceNL is required by legislation to submit the annual report to the Minister by June 1, following the end of the fiscal year, December 31, as per Section 1.5.2. How will your firm ensure that the audit is completed within this timeframe with sufficient time for Board approval of the financial statements and printing of the annual report?

Describe your ability to provide satisfactory services under the following:

Investment Expertise

Describe the nature of the audit resources included on your team and the nature of the audit procedures you will undertake with respect to WorkplaceNL's investment portfolio.

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Information Technology Expertise

Describe the nature of the audit resources included on your team and the nature of the audit procedures you will undertake with respect to WorkplaceNL's information systems.

Actuarial Expertise

Describe qualifications and experience of the actuarial resources you intend to engage with respect to your audit of WorkplaceNL's benefit liability.

Non-Audit Services, Resources and Hourly Rates

Describe the non-audit services that your firm can provide and the resources you have on your team.

What is your firm's policy for billing extra and special work? What rates can WorkplaceNL expect to be billed for non-audit services? How are "out of pocket" expenses billed?

Describe the extent to which you propose to use WorkplaceNL's staff, example: internal auditor, if at all, to assist during the audit. Indicate the approximate time requirement and work expected and fee reduction as a result of using WorkplaceNL's staff.

Insurance Industry and Worker's Compensation Experience

What is the extent of the auditing experience in workers' compensation and/or insurance related industries of the resources being proposed for this engagement? Please list any other workers compensation boards and/or insurance agencies that your firm audits.

Does your firm have a management advisory services branch with experience in the workers' compensation industry?

What type of management advisory services have you recently performed for other workers' compensation boards or insurance agencies?

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Professional Staff Complement

Provide a description of the professional staff and resources available. Identify the number, availability, and roles of individuals intended to be assigned to the project and describe how they meet the mandatory criteria as outlined in Section 1 - Overview and Scope of Services above.

Professional Staff Resumes

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

Value-added service

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

Geographical location

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

Quality Assurance

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

Previous Experience

Describe your organization's experience in audit services. Please include the length of time in business and the length of time performing services of a similar size and scope. Describe how the company meets the mandatory criteria as outlined in Section 1 - Overview and Scope of Services above.

References

Applicants **must** provide a minimum of **three (3)** reference letters with appropriate contact information who can provide evidence of previous experience providing similar services. References may be for contracts currently being performed or where work has been completed. References may be contacted as part of the review process. Reference letters **must** answer and fully address the following questions:

1. Were there challenges faced with the services provided with the Applicant and how were they resolved?
2. Was there conflict with the business internal entities and how were they addressed?
3. Did the Applicant provide resources that had relevant knowledge and a skillset relevant to the services that were being provided? Provide details.
4. Did the Applicant maintain clear communication and engagement throughout their service delivery?

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5. Did the Applicant manage timelines and budgets effectively? If so, describe.
6. Describe an event that you would change while working with the Applicant in retrospect; and what steps to change the negative to a positive.

Timelines, Schedules & Fees

The Applicant must outline the fees on a lump sum basis, plus associated costs. The Applicant should prepare a table for the Scope of Services to include:

- Proposed start date and timelines;
- Major expenditure categories (staff, materials, travel, communications, etc.) and their individual costs;
- The H.S.T. amount should be identified as a separate budget item;
- All fees must be quoted in Canadian dollars; and
- Unless otherwise indicated, rates quoted by the Applicant must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

SECTION 5 – EVALUATION PROCESS AND CRITERIA
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5.1 Evaluation

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

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

WorkplaceNL, in its sole discretion, may assess the Applicant(s)' experience and/or ability to provide the services required and described in this RFP by checking the Applicant(s)'

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references. A contract will not be awarded to any Applicant whose references, in the opinion of WorkplaceNL, are found to be unsatisfactory. WorkplaceNL reserves the right to obtain references from sources other than those provided in the proposal. WorkplaceNL reserves the sole discretion to determine whether the Applicant and its professional staff have the appropriate qualifications.

The intent is to enter into an agreement with the Applicant that achieves the top ranked Applicant.

5.2 Selection

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

The following criteria will be used to score Proposals in the final selection:

Criteria	%
Quality of Proposal and understanding of the services	10%
Professional Fees	35%
Experience and Expertise in audit of Insurance industry or workers' compensation and investment portfolios	25%
Organizational Experience and References	15%
Experience and Expertise of Information Technology	15%
Total	100%

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

5.3 Presentation of Proposals

Subsequent to evaluating the proposals, WorkplaceNL may, in its sole discretion, select Applicants to meet with WorkplaceNL evaluation team. This meeting may include both a presentation by the Applicant and/or a question and answer session in support of, and/or to clarify questions arising from the Applicant's proposal. A maximum preparation period of one week will be given to prepare for the presentation. Applicants will be responsible for all expenses incurred in preparing and delivering the presentation.

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5.4 Further Information and Clarification

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

5.5 Provincial Supplier Preference

As required by the Public Procurement Regulations, a ten percent (10%) reduction will be applied to the pricing submitted by provincial suppliers for the purposes of evaluating pricing. A "provincial supplier" is defined in the Public Procurement Regulations as a supplier of goods, services or public works that has a place of business in the province of Newfoundland and Labrador. A "place of business" is defined in the Public Procurement Regulations as an establishment where a supplier regularly conducts its activities on a permanent basis. WorkplaceNL may require an Applicant to provide information and/or documentation to confirm whether it is a provincial supplier, as defined above. In the event of a tie between a provincial and non-provincial supplier, the selected Applicant shall be the provincial supplier.

5.6 Notice of Proposal Results

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

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

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APPENDIX “A”

Electronic Proposal Submission Instructions

1. In order to be accepted, proposals must be submitted through WorkplaceNL’s posting for this opportunity on www.merx.com.
2. Applicants shall create a supplier account and be registered on www.merx.com. This will enable the Applicant to download the bid opportunity, receive addenda/addendum email notifications, download addenda/addendum, and submit their proposal electronically through the MERX website.
3. The timing of the proposal is based on when the proposal is **received** by the bidding system, **not** when the proposal is submitted by the Applicant, as transmission can be delayed by “Internet Traffic” for any number of reasons. WorkplaceNL recommends that Applicants allow for ample time to provide for uploaded proposals to be received prior to the RFP Closing Date. Proposals received after the RFP Closing Date will not be accepted.
4. It is the responsibility of the Applicant to ensure that the proposal is received on time. Once registered, MERX will send a confirmation email to the Applicant if the proposal was submitted successfully. If a confirmation has not been received by the Applicant, the proposal was not uploaded correctly and it is the responsibility of the Applicant to either reload the documents or to contact MERX to resolve any issues regarding their proposal.
5. Response materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size. Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.
6. To ensure receipt of the latest information and updates regarding this opportunity via email, the onus is on the Applicant to register with MERX, create a supplier account, and sign up for notices for this opportunity.
7. Clarifications and questions received for this opportunity electronically can be submitted via the opportunity listing on www.merx.com. Questions can be submitted, and confirmation will be received to the inquiry. Responses will be answered on an individual basis or collectively at the discretion of WorkplaceNL.

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APPENDIX “B”

Terms and Conditions

The Terms and Conditions, in addition to other Terms and Conditions to be negotiated, shall apply to any agreement resulting from this RFP. The successful Applicant will be referred to as “Contractor” in any resulting agreement.

Definitions:

The following words and terms have the meanings set out below:

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

“Personal Information” means information about an identifiable individual that was received, collected or accessible to the Contractor as a result of performing the Services for, or otherwise in the course of its business relationship with, WorkplaceNL and includes personal information as defined in the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015 c. A-1.2, as amended (ATIPPA) and personal health information as defined in the **Personal Health Information Act**, SNL 2008, c. P-7.01, as amended.

“Parties” means WorkplaceNL and the Contractor; and **“Party”** means either one of them.

Confidentiality, Privacy and Security

- 2.1** Each Party will protect all Confidential Information and/or Personal Information of the other Party with the same degree of care as it uses to avoid unauthorized collection, use, disclosure, publication or dissemination of its own Confidential Information and/or Personal Information, and at a minimum, with a reasonable degree of care.
- 2.2** Each Party will not disclose, release, or otherwise make available to any third party, any Confidential Information of the other Party without the other Party's prior written consent. Each Party may disclose the other Party's Confidential Information to its employees, officers, directors, associates and/or approved subcontractors, and its accountants, attorneys, and other agents, (respectively, each Party's “Third Party Recipients”) if reasonably necessary in performing its duties under this Agreement or, for WorkplaceNL, its use and enjoyment of the Services and Deliverables; provided, however, that the Contractor and WorkplaceNL are each responsible for any violation of these confidentiality obligations by its Third Party

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Recipients and will ensure that these individuals or entities are aware of these confidentiality obligations.

- 2.3** The Contractor acknowledges that WorkplaceNL is bound by the terms of the **Workplace Health, Safety and Compensation Act, 2022**, S.N.L. 2022, c. W-11.1, as amended (the “Act”), the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015, c. A-1.2, as amended (“**ATIPPA**”), the **Management of Information Act**, SNL 2005, c. M-1.01, as amended, the **Privacy Act**, R.S.N.L. 1990, c. P-22, as amended, and the **Personal Health Information Act**, S.N.L. 2008, c. P-7.01, as amended, and agrees to abide strictly by the terms of these and any other applicable laws and professional standards respecting the collection, use and disclosure of data or information that the Contractor, its employees, officers, directors, associates, and/or approved subcontractors, could become exposed to directly or indirectly during the performance of Services. WorkplaceNL may be compelled to disclose data or information pursuant to ATIPPA. Any disclosure of any Confidential Information by WorkplaceNL that is required by any law will not be a breach of any of WorkplaceNL’s obligations under the Agreement.
- 2.4** The obligations in the Agreement will not restrict any disclosure of Confidential Information by the receiving Party if such Confidential Information meets one of the following criteria: (a) the Confidential Information was independently developed by the receiving Party prior to receiving it without violating its obligations or any of the disclosing Party’s proprietary rights; (b) the Confidential Information becomes publicly known (other than through unauthorized disclosure by the receiving Party or its employees, officers, directors, associates, and/or subcontractors) , but this exclusion does not apply to WorkplaceNL Personal Information; (c) the Confidential Information was already known to the receiving Party prior to receiving it without any obligation of confidentiality; (d) the Confidential Information is rightfully received by the receiving Party from a third party without any obligation of confidentiality; (e) the receiving Party is required to do so under an order from a court, by subpoena or other legal process, by law or by applicable regulatory or professional standard (provided that the receiving Party provides reasonable prior written notice to the disclosing Party). The burden of proof that Confidential Information meets any one of the criteria will be borne by the Party claiming such exemption.
- 2.5** WorkplaceNL may also disclose Confidential Information (other than information relating to the pricing of the Services) of the Contractor or subcontractors to affiliates and third party service providers (including Other Service Providers) in connection with: (i) the solicitation of proposals from third party service providers (including Other Service Providers) for related or alternative services (including as part of a request for proposals); (ii) the procurement of additional services, hardware, software or systems; or (iii) the planning or implementation of a transition from all or part of the Services to a third party service provider (including Other Service Providers).
- 2.6** When the Agreement expires or terminates, each Party will return to the other Party all Confidential Information and/or Personal Information of the other Party in its possession or control, including all copies, or at the other Party's option, destroy the Confidential

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Information and/or Personal Information and provide to the other Party certificates evidencing the return or destruction. Notwithstanding anything else stated in the Agreement, if the Agreement terminates for any reason, WorkplaceNL (i) may retain one copy of the Contractor's Confidential Information solely for archival, audit, disaster recovery, legal and/or regulatory purposes and (ii) WorkplaceNL will not be required to search archived electronic back-up files of its computer systems for the Contractor's Confidential Information in order to purge the Contractor's Confidential Information from its archived files; provided, however, that WorkplaceNL must (i) maintain its confidentiality under this Agreement as if it were still in effect, and (ii) not use the retained Contractor's Confidential Information for any other purpose.

- 2.7** The Contractor will (a) collect, use, store, deliver, transfer, transmit, disclose, dispose of, provide access to and otherwise handle WorkplaceNL Personal Information in accordance with all Privacy Laws applicable to such information and the relevant jurisdiction; (b) not remove WorkplaceNL Personal Information from the offices of WorkplaceNL or extract it from the information technology systems of WorkplaceNL without the prior express written consent of WorkplaceNL, and (c) protect WorkplaceNL Personal Information, regardless of the format in which it is held, by security safeguards appropriate to the sensitivity of the information and consistent with the industry accepted best practices and standards used or observed by comparable companies in North America. The security safeguards must protect WorkplaceNL Personal Information against loss or theft, as well as unauthorized access, use, disclosure, copying, or modification. The Contractor will not use WorkplaceNL Personal Information for any purpose other than the purpose for which such information was disclosed, or, as otherwise permitted by the Agreement and the Contractor will not disclose or provide access to any WorkplaceNL Personal Information except as permitted by this Agreement.
- 2.8** The Contractor may disclose WorkplaceNL Personal Information to its employees, officers, directors, associates, and/or subcontractors involved in providing the work under the Agreement only where such disclosure is necessary to permit the Parties to perform their duties hereunder. The obligations of the Contractor under this Article shall equally apply to the parties to whom WorkplaceNL Personal Information is disclosed and the Contractor shall advise the parties of these obligations.
- 2.9** The Contractor shall only disclose WorkplaceNL Personal Information to persons other than its employees, officers, directors, associates, and/or subcontractors, with the prior express written consent of WorkplaceNL, and then only to those persons who need to know the information for the purposes consented to by WorkplaceNL and only after confirming that such persons agree to comply with the provisions of this Article, including the requirements set out in Protocols for Security of WorkplaceNL Information on Information Technology Assets.
- 2.10** The Contractor shall:
- (a) Notify WorkplaceNL promptly of any unauthorized possession, use or knowledge of WorkplaceNL Personal Information, or attempt to obtain possession, use or

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knowledge of WorkplaceNL Personal Information, by any person or entity which may become known to Contractor;

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

2.11 The Contractor shall ensure that it has in place and follows appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Personal Information, 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 WorkplaceNL Personal Information to any third party, or to any of its employees, officers, directors, associates and/or approved subcontractors, other than those who are required to have access to properly perform the work under this Agreement;
- (b) Establishing and maintaining current and stringent security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure, loss, theft, copying, modification or disposal of WorkplaceNL Personal Information, including, but not limited to, the use of multi-factor authentication. The security policies, standards and safeguards must be consistent with the industry accepted best practices and standards used or observed by comparable companies in North America;
- (c) Providing appropriate access control methods for areas and information technology systems where WorkplaceNL Personal Information is stored;
- (d) Ensuring all employees, officers, directors, associates, and/or approved subcontractors of the Contractor comply with all policies, standards and safeguards established under this Article;

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- (e) Advising WorkplaceNL of any changes in its security systems, procedures, standards and practices that may negatively impact the protection of WorkplaceNL Personal Information;
- (f) Reporting to WorkplaceNL at least annually, but more often if required by WorkplaceNL, the status of its security measures and any further measures that may be taken to ensure confidentiality is maintained; and
- (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 unless otherwise advised by WorkplaceNL, and this includes: (i) Complying with all alterations or updates of the Protocols for Security of WorkplaceNL Information on Information Technology Assets 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 for Security of WorkplaceNL Information on Information Technology Assets. and this Article.

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

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

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

Limitation of Liability and Warranty

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

- (a) The Contractor has and will have the technology, personnel, and systems necessary to perform its obligations under the Agreement, except as otherwise specified in a Statement of Work. The Contractor warrants that the Services shall be performed in good faith, in a competent, timely and professional manner, in compliance with all due skill, diligence, prudence and foresight which would reasonably be expected from a service provider skilled and experienced in the

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nature of the Services. The Contractor warrants that the Services and all Deliverables shall have been tested, shall conform to an approved Statement of Work, and shall be free from defects for a period of 90 days from the date of acceptance. Furthermore, the Services and all Deliverables and any part thereof shall be fit for the purpose for which they are intended according to an approved Statement of Work.

- (b) All Deliverables shall comply with WorkplaceNL specifications set out in the applicable Statement of Work.
- (c) Each of the Deliverables or any part thereof, and the Contractor's provision and WorkplaceNL's use of the Services, does not and will not infringe or misappropriate any Intellectual Property Rights. The Contractor is and will be the legal and beneficial owner or authorized licensor of all Intellectual Property Rights in the Deliverables and Services and has the full power and authority to grant the rights in the Deliverables and provide the Services as contemplated herein without any consent. The Contractor is not aware of any infringement or misappropriation claims made by any third party in relation to the Deliverables or the Services.
- (d) The Deliverables, or any portion thereof, does not and will not contain any disabling mechanism, harmful code or protection feature designed to prevent its use, that may be used to access, modify, replicate, distort, delete, damage or disable such software, WorkplaceNL software, WorkplaceNL computer systems or other software or hardware; except as specifically designed into the Deliverables and of which WorkplaceNL has prior actual notice.
- (e) During the 90-day period (or such other time period the Parties may agree upon in Statement of Work) following WorkplaceNL Acceptance of a Deliverable, the Contractor shall fix deficiencies or errors in all or any part of a Deliverable at its own expense. The Contractor has no obligation to make corrections, repairs or replacements to a Deliverable that results solely and directly from WorkplaceNL misuse of a Deliverable in contravention of this Agreement or the applicable Statement of Work, unless such use was otherwise authorized by the Contractor.
- (f) The Contractor will and will cause each of its employees, officers, directors, associates and/or approved subcontractors or other third parties who provide or receive products or services for or on behalf of the Contractor for WorkplaceNL to comply with all applicable laws, rules, regulations and industry and governmental standards related to the performance of the Contractor's obligations under this Agreement.

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

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4.3 Subject to **Article 4.4**, the liability of the Contractor or WorkplaceNL for any breach of the Agreement or otherwise from any acts or omissions of its respective employees, officers, directors, associates and/or approved subcontractors will in all circumstances be limited to direct damages and in no event will the Contractor or WorkplaceNL have any liability to the other, whatsoever, for any damages resulting from lost profits, lost uses of products or for special, indirect, exemplary, punitive, incidental or consequential damages whether in contract, tort or otherwise in relation to the Agreement, even if advised of the possibility of such damage. This limitation of liability will apply regardless of the form of action, whether in contract or tort, including negligence.

4.4 **Article 4.3** will not apply to limit:

- (a) the Contractor's exposure to liability on account of the bad faith or intentional misconduct of the Contractor, its employees, officers, directors, associates and/or approved subcontractors, or the liability of the Contractor for a breach of Confidentiality, Privacy and Security and/or the Protocols for Security of WorkplaceNL Information on Information Technology Assets in this Agreement;
- (b) the Contractor's liability for any deliberate and sustained cessation of a material portion of the Services without a bona fide attempt to resume such portion of the Services or to remedy the cause of such cessation; or
- (c) a Party's obligation to defend and/or indemnify the other Party related to a claim brought by a third party.

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

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

Indemnity

5.1 Notwithstanding any other provision of this Agreement (except as explicitly set out in this Agreement), the Contractor agrees to indemnify, defend and hold harmless WorkplaceNL and its employees, officers, directors, associates and/or approved subcontractors (all of whom are third party beneficiaries of this indemnity) (collectively the "**WorkplaceNL Indemnitees**") from and against any and all claims, losses, costs, damages (including enhanced, punitive, (where permitted), and willful), expenses, liabilities, settlement payments, interest, awards, judgment, fines, fees, penalties, and legal defenses fees and costs (including the legal fees and costs incurred by WorkplaceNL to successfully enforce the terms of this indemnity against the Contractor, if necessary) (collectively "**Losses**"), as incurred that may be suffered by WorkplaceNL Indemnitees arising out of, or as result of, or relating to any manner whatsoever to a claim relating to: (a) the Contractor's breach of any of its representations and warranties set forth in this Agreement; (b) the negligence, bad faith or intentional misconduct of the Contractor, its employees, officers, directors,

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associates and/or subcontractors, (c) any breach of a representation, warranty or covenants made by the Contractor as described in Confidentiality, Privacy and Security in this Agreement, or the Protocols for Security of WorkplaceNL Information on Information Technology Assets; (d) any injury to persons (including injuries resulting in death) or loss of or damages to property that may be, or be alleged to be, caused by or suffered as a result of or in connection with the performance of the Contractor or any of its employees, officers, directors, associates and/or approved subcontractors of all or any part of the Contractor's obligations under this Agreement; or (e) any taxes, interest and penalties assessed against WorkplaceNL that are the obligations of the Contractor; (f) any claims arising out of or related to occurrences the Contractor is required to insure against as outlined herein, to the extent of the Contractor's actual coverage under its insurance policies, or in the event the Contractor fails to obtain the acceptable insurance policy, in the nature and to the extent of the coverage required herein; provided; however, that this provision should not limit WorkplaceNL's right to indemnity under this Agreement; (g) any claims arising from any service or systems provided by the Contractor or its subcontractors to a third party.

- 5.2** Notwithstanding any other provision of this Agreement, WorkplaceNL agrees to indemnify, defend and hold harmless the Contractor and its employees, officers, directors, associates and/or approved subcontractors (all of whom are third party beneficiaries of this indemnity) (collectively the "Contractor Indemnitees") from and against any and all Losses as incurred that may be suffered by the Contractor Indemnitees arising out of, or as result of, or relating to any manner whatsoever to a claim relating to: (a) WorkplaceNL's breach of any of its representations and warranties set forth in this Agreement; (b) any injury to persons (including injuries resulting in death) or loss of or damages to property that may be, or be alleged to be, caused by or suffered as a result of or in connection with the performance of WorkplaceNL or any of its employees, officers, directors, associates and/or approved subcontractors of all or any part of WorkplaceNL's obligations in this Agreement; (c) any breach by WorkplaceNL's obligations in Confidentiality, Privacy and Security as described in this Agreement; or (d) any amounts, including taxes, interests and penalties, assessed against the Contractor that are the obligations of WorkplaceNL.

Insurance

- 6.1** The Contractor will procure and maintain in force throughout the Term of this Agreement the following policies of insurance with reputable insurers and in a form reasonably acceptable to WorkplaceNL:
- (a) comprehensive general liability insurance in an amount not less than five million dollars (\$5,000,000) per occurrence which shall name WorkplaceNL and its Affiliates (as defined in this Agreement) as additional insured with respect to work performed by the Contractor pursuant to this Agreement;
 - (b) workers' compensation insurance as required in any province or state for the employees performing the Services,

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- (b) professional liability (errors and omissions) insurance in an amount not less than five million dollars (\$5,000,000), and
- (d) cyber risk insurance in an amount not less than five million dollars (\$5,000,000) which shall name WorkplaceNL as an additional insured.

6.2 Certificates of insurance shall be provided to WorkplaceNL prior to the provision of Services under the Agreement and within thirty (30) days of any insurance renewal. All insurance called for in 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 in this Agreement shall be primary insurance and shall not require the pro rata sharing of any loss by WorkplaceNL or any insurer of WorkplaceNL.

Termination

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

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

- (a) after the commencement of this Agreement, at any time in its sole discretion;
- (b) after the commencement of the Services, immediately upon written notice to Contractor if:
 - (i) WorkplaceNL rejects any Contractor Deliverable or Service three times as contemplated in this Agreement and receiving written notice of such breach from WorkplaceNL;
 - (ii) the Contractor breaches any of its obligations under Confidentiality, Privacy and Security as described herein;
 - (iii) the Contractor breaches any of its other representations and warranties, covenants or obligations of this Agreement and that breach is not cured within 15 days of receipt of written notice of such breach from WorkplaceNL;
 - (iv) after the commencement of the Services, immediately if the Contractor files a voluntary petition in bankruptcy, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a trustee or receiver for its business assets, becomes subject to any proceeding under any bankruptcy or insolvency law that is either consented to or is not dismissed within 60 days, initiates actions to wind up or liquidate its business voluntarily or otherwise, or ceases to do business in the ordinary course; and
 - (v) after the commencement of the Services, without cause, upon 60 days written notice to the Contractor.

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- 7.3** The Contractor's Right to Terminate: Notwithstanding any other provision of this Agreement, the Contractor has the right to terminate the Agreement or a Statement of Work immediately upon written notice to WorkplaceNL if:
- I. WorkplaceNL breaches any of its obligations under Confidentiality, Privacy and Security as described in this Agreement;
 - II. WorkplaceNL files a voluntary petition in bankruptcy, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a trustee or receiver for its business assets, becomes subject to any proceeding under any bankruptcy or insolvency law that is either consented to or is not dismissed within 60 days, initiates actions to wind up or liquidate its business voluntarily or otherwise, or ceases to do business in the ordinary course; and
 - III. WorkplaceNL breaches any of its obligations to pay in accordance with this Agreement and fails to cure such breach within 30 days of receiving written notice of such breach from the Contractor.

**WorkplaceNL
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Schedule “X”

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

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

GENERAL

- Portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Contractors must implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- Confidential Information must be transferred using a secure, encrypted transfer mechanism that is approved by WorkplaceNL.
- Contractors are not permitted to store Confidential Information in cloud services (e.g., Onenote, etc.).
- When accessing WorkplaceNL networks externally, Contractors will use an encrypted multi-factor VPN connection that will be supplied by WorkplaceNL.

USE OF APPROVED DEVICES ON WORKPLACENL NETWORK

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

- The Contractor will permit WorkplaceNL to access and audit the device and all WorkplaceNL records on the device:
 - 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.

- 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@workplacenl.ca or 709.778.1555) if potential harm to the Network or any device is known or suspected.
- There is no reasonable expectation of privacy when using the Network or when accessing Confidential Information. Equipment and resources will be monitored and/or searched, where necessary, by those authorized to do so on behalf of WorkplaceNL or law enforcement agencies.
- Where a determination is made that the Network or Confidential Information on the device could be or has been used for an improper or illegal purpose, WorkplaceNL may forward the device or information to law enforcement agencies for investigation.
- WorkplaceNL is within its rights to deny or sever access to the Network or application if the Contractor is found to be in violation of any protocol outlined herein.
- WorkplaceNL devices must be returned to a manager or direct supervisor upon departure from WorkplaceNL.

USE OF NON-WORKPLACENL DEVICES

- Unless specifically separately authorized by the Contractor's Agreement or otherwise, the Contractor is not permitted to attach non-WorkplaceNL computers or other information technology systems to any WorkplaceNL network. (e.g., plug your computer directly into a Network jack in a WorkplaceNL building).
- To obtain access to the Network, the Contractor must submit a request in writing to WorkplaceNL's Security Manager. If permission is granted, the Contractor must adhere to the terms and conditions of the Security Manager.