Request for Proposal/Information
IT Security Assessment & Penetration Testing Services

Request for Proposal No.: 2013-022

Closing Date: November 1, 2013
Attention: David M. Hart
Network Systems Architect
Information Technology Department
Workers’ Compensation Board of Nova Scotia
5595 Fenwick Street, Suite 200
Halifax, NS B3H 2M2
Phone: 902-491-8725
Fax: 902-491-8720

FAXED RESPONSES ARE NOT ACCEPTABLE
Request for Proposal/Information
IT Security Assessment & Penetration Testing Services

Workers’ Compensation Board of Nova Scotia
Request for Proposal No: 2013-022

Request for Proposal Issue Date: October 15, 2013

Responses to this Request for Proposal must be Received in the ITS Department, Workers’ Compensation Board of Nova Scotia, 5595 Fenwick Street, Suite 200, Halifax, Nova Scotia, B3H 2M2

Not later than
Closing Date and Time: November 1, 2013 at 4:00pm
Public Opening: November 4, 2013 at 1:00pm

Facsimile bids will not be accepted
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Sample contract
1.0 Introduction and Scope

1.1 RFP Terminology

Throughout this RFP, terminology is used as follows:

a) "Must", "mandatory" or "required" means a requirement that must be met in substantially unaltered form in order for the proposal to receive consideration;

b) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this "Request for Proposal";

c) "Successful Proponent" or "winning bidder" means the successful proponent to this Request for Proposal who enters into a written contract with the WCB;

d) "Workers' Compensation Board" or "WCB" means the Workers' Compensation Board of Nova Scotia on whose behalf this Request for Proposal is issued;

e) "Should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

1.2 Mandate

The WCB has as its mandate the provision of a no-fault insurance system for work-related injuries to persons deemed eligible under the Workers' Compensation Act of Nova Scotia.

1.3 Purpose

The Workers' Compensation Board of Nova Scotia (WCBNS) Information Technology Department is soliciting proposals for a multi-year (4 year) contract for the performance of both penetration testing services (black box) as well as a full IT Security Assessment (white box) for website, wi-fi, remote access & other internet facing applications as currently administered by the WCBNS to be conducted annually on an alternating basis.

The goal is to provide WCBNS with an annual report for the duration of the contract identifying areas of weakness that should be addressed.

This RFP will be used to establish a contract for the services necessary to conduct these reviews and generate a detailed report annually. A detailed listing of specific points to be addressed are included in this document. Vendors responding to this RFP agree to maintain confidentiality about this document and their proposal.

1.4 Scope of Work

White Box – IT Security Assessment (Years 1, 3)

1. Assess current network security measures as they compare to security best practices, business objectives and regulatory requirements.

2. Identify, collect and review existing IT security policies, guidelines, standards, practices, processes and procedures.

3. Review technical controls and mechanisms.
4. Develop a DRAFT high level Security Plan that will encompass existing privacy, confidentiality and security policies, guidelines, standards, processes and procedures, and incorporate new policy as needed or required.

5. Conduct external and internal vulnerability testing, wireless security assessment, and threat assessment.

6. Analyze the security assessment findings and prepare documentation in order to provide a detailed analysis of the desired security posture in relation to industry best practices and provide a prioritized action plan;

7. Incorporate results from the Security Assessment and Policy Development into the Security Plan, as necessary.

8. Conduct a collaborative review and obtain feedback from departmental staff members on the draft security plan.


**Black Box – Penetration Test (Years 2,4)**

1. Finalize the penetration testing requirements (scope) for design of test cases.

2. Preparation of testing strategy

3. Develop detailed project schedule for the test effort and develop work plan.

4. Ensure review of test cases by the WCBNS representative within specified time.

5. Define the test data required for testing each test case & execute the tests as per the test cases.

6. Submit the report for penetration testing with details of vulnerabilities found.

7. Obtain final sign-off on the test report by respective WCBNS representative.

8. Prepare recommendations to address vulnerabilities for WCBNS systems.

9. Suggest the best practices to WCBNS application team.

**1.5 WCBNS Responsibilities**

The WCBNS will facilitate the work on the contractor in the following manner:

1. Provide the contractor access to the WCBNS technical staff and any other relevant stakeholders.

2. Provide the contractor access to applicable WCBNS computer systems as appropriate to execute this agreement.

3. Provide the contractor access to applicable information and documentation of current WCBNS security policies, guidelines, practices, processes and procedures.
4. Review the contractor’s draft deliverables within five (5) to seven (7) business days (depending on the size and complexity of the section) and provide issues, comments, and requests for changes;

5. Review the contractor’s final deliverables within ten (10) state business days and provide issues, comments, and requests for changes; and requests for changes.

6. Provide cubicle space for contracted consultant staff on a temporary basis as necessary to complete the contracted work activities only.

1.6 Statement About Work on Production Systems

The work outlined in this RFP is to be undertaken during normal working hours on production systems. It is incumbent on the vender to insure that no disruption of systems affecting the business of the WCB is allowed to occur. It is also the vender’s responsibility to insure that any and all data which may be accessed during the course of this work belonging to the WCB, WCB clients or WCB business partners is treated as strictly confidential.

1.7 WCBNS General Overview

The Workers’ Compensation Board of Nova Scotia is a workplace insurance agency established by the provincial government in 1917 to administer the province's Workers’ Compensation Act. This legislation provides that the WCB administer various financial benefits and rehabilitation services to workers who have been injured on the job. These benefits and services are administered by the WCB on behalf of the employers who finance the system, who are, in turn, protected from legal action by their employees. Presently the WCB covers about 17,000 employers and 250,000 workers. More than 30,000 workers are injured each year on the job in Nova Scotia, and these accidents cost over $120 million per year.

1.8 WCBNS Technical Overview

The WCBNS currently employs approximately 400 employees in two main locations in the south end of Halifax (South and Fenwick) and one regional office in Cape Breton (Sydney). The Halifax offices accommodate approximately 90% of all WCBNS employees with the remainder working in the Sydney office.

Services available to external employers and WCB clients and housed within the WCBNS include MyAccount services (my-account.ns.ca), and the internet websites accessible to the public in the following list:

www.worksafeforlife.ca
www.wcb.ns.ca
www.dayofmourninng.ns.ca
www.mainstayawards.ca
www.wsis.ns.ca
meredithcentennial.ca
2.0 Terms of RFP

2.1 Acknowledgement

Please acknowledge receipt of this document and register your non-binding intent to bid by responding via email to david.hart@wcb.gov.ns.ca in order to accommodate the sharing of questions and answers among all participants in this RFP. Please include the contact information for the person who will be directly responsible for completing the RFP.

2.2 Proposal Deadlines

WCBNS must receive duly completed and signed proposals no later than 4:00 PM AST November 1, 2013. Proposals should be submitted in paper copy in a sealed envelope. Please entitle your response:

“Your company name – IT Security Assessment/Penetration Testing Services”.

Attn. David Hart
WCB of Nova Scotia
Suite 200
5595 Fenwick Street
Halifax, NS, B3H 2M2

Encrypted electronic copies of submittals may additionally be provided and will be accepted at: david.hart@wcb.gov.ns.ca

Proposals received after the time and date specified above may, at WCBNS’s sole discretion, be returned unopened, or destroyed and eliminated from consideration. Please do not send your RFP responses to any other WCBNS employee. Responses sent to any other location other than the above mailing address will not be considered.

2.3 Format of Proposals

Proposals must be submitted in accordance with the instructions contained in the RFP and must include all information and materials requested in the RFP. The vendors are cautioned that proposals that do not follow the form required by, or contain the information requested in, the RFP shall be subject to rejection without review. All pages of any proposal submitted must be typed in the format embedded in this RFP and all responses must follow the numbering of the Sections and Subsections of the RFP. The vendors may include any additional information and material they wish; however, such material (e.g. alternative services and/or features) shall be identified in a separate attachment ("Attachment"). Any such attachment shall identify the applicable RFP Section or Subsection to which it is responsive and shall be incorporated into and be made a part of the proposal. All materials submitted in response to this RFP shall become the property of WCBNS. WCBNS reserves the right to use all ideas presented in any proposal received in response to this RFP. Please identify in your response any criteria required by this proposal that you believe you would be unable to meet.

2.4 Further Inquiries and Questions Regarding RFP

All inquiries that arise regarding the RFP must be submitted in writing (via email) by close of business (4:00pm Atlantic Time) on October 24, 2013. Inquiries must be made only via e-mail and only to david.hart@wcb.gov.ns.ca. Responses to such inquiries will be made via e-mail and
shared with all participants in the bid. No confidential information will be shared. (Please note that email security cannot be guaranteed and refrain from emailing confidential information).

The vendor agrees to designate one point of contact for all RFP and/or proposal communications. This point of contact should be clearly defined in the RFP response, as the single point for questions and clarifications on the RFP response.

2.5 Proposal Evaluation

Proposals submitted will be reviewed and evaluated by any person at the discretion of WCBNS’s internal evaluation & negotiation team, now or in the future for the sole purpose of obtaining evaluations to proposals. The vendors may be asked to further explain or clarify areas of their proposal in writing during the evaluation process. The vendors are expected to submit their best bid in response to the RFP. WCBNS’s internal evaluation team will notify the vendors, following completion of the evaluation process, whether or not the vendors have been awarded a Contract. The only information regarding status of the evaluation of proposals that the team will give to any inquiring vendor shall be whether or not that vendor has been awarded a Contract. WCBNS may, at its sole discretion, inform any inquiring vendor of the reason(s) why it was not awarded the RFP. Vendors may request a debriefing. Also general information such as who bid and what they bid (total price) is public information that will be provided to anyone who requests it.

Scoring of qualifying responses will be as follows:

| Proposed team | 15% |
| Vendor's experience in running and managing similar operations | 15% |
| Approach and methodology | 20% |
| Project Plan (including project schedule and description of deliverables) | 30% |
| Pricing | 20% |

2.6 Terms Binding on the Vendor

Following the date for submission of proposals, and prior to contract award, the RFP shall be binding upon the vendor in all respects for a period of 120 days.

2.7 RFP Schedule

WCBNS reserves the right to modify this timeline at any time. Should the due date for proposals be changed, all prospective respondents shall be notified and the provincial tenders website will be updated. It is respondent’s responsibility to check the website for changes and amendments.

Listed below are the key steps and dates for this RFP process:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released</td>
<td>October 15, 2013</td>
</tr>
<tr>
<td>All Inquiries regarding RFP due by close of business</td>
<td>October 24, 2013</td>
</tr>
<tr>
<td>Deadline for Submitting responses</td>
<td>November 1, 2013</td>
</tr>
<tr>
<td>Opening of Bids - 10:00am</td>
<td>November 4, 2013</td>
</tr>
</tbody>
</table>
Notification of Decision | November 15, 2013
---|---
Contract signing* | December 15, 2013

* Failure to complete negotiations prior to the contract signing deadline will result in disqualification from the tendering process.

2.8 Sub-Contracting

While partnering is permitted, the services offered to be undertaken in response to this RFP shall be provided by the vendor directly employing their employees, and there shall not be any sub-contracting done by the vendor.

2.9 Stated Limitations

WCBNS reserves the right to modify the terms of the RFP at any time at its sole discretion. Subsequent to the submission of proposals, interviews and negotiations may be conducted with one or more vendors, but there will be no obligation to receive further information, whether written or oral, from any vendor or to disclose the nature of any proposal received. This RFP should not be construed as an agreement to purchase products or services. WCBNS is not bound to accept the lowest price or any proposal of those submitted. Proposals will be assessed in accordance with the evaluation criteria.

2.10 Evaluation and Selection

A committee will evaluate proposals against the mandatory criteria as detailed herein. Proposals meeting all the mandatory criteria will then be assessed and scored against the evaluation criteria. Subject to the result of reference checks being satisfactory, it is the intent of WCBNS to enter negotiations with the vendor who has the highest overall ranking.

3.0 PROPOSAL PREPARATION

This section defines the proposal preparation and submission procedures, which are to be followed by all the vendors. The vendors are cautioned to carefully read and follow the procedures required by this RFP. Please note that deviations may be cause for rejection of your proposal.

3.1 Proposal Format

Evaluation of proposals is made easier when the vendors respond in a similar manner. The following format and sequence should be followed in order to provide consistency in the vendor response and ensure each proposal receives full consideration.

a) Title page, showing ‘RFP Response - WCBNS Data Testing Services RFP’, the vendor’s name and address, closing date and time, The vendor’s telephone number, email address and name of contact person. For the electronic version, this information can be included in the body of the email response, or as an attachment.
b) One page letter of introduction which identifies the vendor and is signed by the person (or persons) authorised to sign and bind the vendor to statements made in the proposal. The returned RFP will be referenced as an attachment if/when a contractual agreement is executed. For the electronic version, this information can be included in the body of the email response, or as an attachment.

c) Please follow the sequence and general format of this RFP for proving information requested.

d) Any additional information, brochures, etc., can be provided at the discretion of the vendor and should be clearly labelled and separately attached.

Your proposal should include the following:
- Your Service Delivery model
- Your experience in running and managing similar operations
- Your understanding of our scope of work and requirements
- Approach and methodology
- Pricing :
  - Methodology for rates and pricing
  - Other terms i.e. payment terms, taxes, duties, etc.
- Project Methodology
- Project plan (in terms of on site or off site support etc.)
- Overall timelines for setting up
- Intermediate deliverables and phasing

Vendor information

- Company history and profile including type of organization, e.g. corporation, partnership, sole proprietorship, etc.
- Names of owners, principals, and/or officers
- Insurance information including identification of the contractors general and professional liability carrier(s) and insurance limits.
- What professional licenses or certifications are possessed by any of the contractor’s staff who will be directly involved with this project. Please describe the role each person will take in the project.
- Provide an organization chart for the proposed project team. Submission of a proposal shall constitute a guarantee of the participation of the key personnel identified.
- Describe the organization’s experience conducting security reviews such as the one requested here. Identify at least three reference accounts that can be contacted by WCBNS’ personnel.
- Any other relevant information.

3.2 Notification of Changes

All recipients of this RFP will be notified of any changes if any made to this document prior to the due date of submission of proposals. WCBNS also reserves the rights to cancel the RFP at any stage. In the case of changes the provincial tenders website will be updated. It is respondent’s responsibility to check the website for changes and amendments.
3.3 **Changes to Proposed Wording**

The vendor will not be permitted to change the wording of its proposal after submission to WCBNS. No words or comments will be added to the general conditions or detailed specifications unless requested by WCBNS for the purposes of clarification.

3.4 **The Vendor’s Expenses**

The vendors are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with WCBNS, if any.

3.5 **Completeness of Proposal**

By submission of a proposal, the vendor warrants that all components required to manage the activity have been identified in the proposal or will be provided by the vendor at no charge.

4.0 **Additional Terms and Conditions**

The following criteria form the basis upon which evaluation of proposals will be made for WCBNS’ Contract. Proposals will be assessed and graded against these subjects specifically as it relates against the vendor’s understanding of the requirements as well as against other vendor’s capabilities.

- Completeness of the proposal
- Proposed methodology and analysis
- Industry experience and reputation
- Hard and soft costs of the proposal

4.1 **Eligibility**

Prospective proponents are not eligible to submit a proposal if current or past corporate or other interests may, in the WCB’s opinion, give rise to a conflict of interest in connection with this project.

4.2 **Acceptance of Proposals**

The WCBNS reserves the right to modify the terms of the Request for Proposal at any time its sole discretion.

This Request for Proposal should not be construed as a contract to purchase goods or services. The WCBNS is not bound to accept the lowest priced or any proposal of those submitted. Proposals will be assessed in light of the evaluation criteria only.

Subsequent to the submission of proposals, interviews may be conducted with some of the proponents, but there will be no obligation to receive further information, whether written or oral, from any proponent.
The WCBNS will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an approved proposal.

Neither acceptance of a proposal nor execution of a contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

4.3 Contract

Notice in writing to a proponent of the acceptance of its proposal by the WCBNS and the subsequent full execution of a written contract will constitute a contract for the goods or services, and no proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

The successful proponent, following satisfactory negotiations with the WCB, will be required to enter into a contract with the WCB in the form attached hereto as Appendix “A” (or similar form as negotiated between the parties). All proponents should review Appendix “A” in its entirety. Particular attention should be paid to the sections titled Audit, Confidentiality, Liability and Termination as the final Agreement between the WCB and the successful proponent will contain this language. Failure by the successful proponent to enter into an Agreement with the WCB containing substantially similar language as that contained in Appendix “A” may result in negotiation delay pursuant to section 2.5 of this Request for Proposal.

4.4 Liability for Errors

While the Workers’ Compensation Board has used considerable efforts to ensure an accurate representation of information of this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the Workers’ Compensation Board, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

4.5 Acceptance of Terms

All the terms and conditions of this Request for Proposal are assumed to be accepted by the proponent and incorporated in its proposal. Proponents who have obtained the Request for Proposal electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the proposal.

4.6 Financial Stability

The successful proponent may be required to demonstrate financial stability and may be required to register to conduct business in Nova Scotia.

4.7 Ownership of Proposals, Freedom of Information and Confidentiality of Information
Information pertaining to this competition obtained by the proponent as a result of participation in this project is confidential and must not be disclosed without prior, written authorization from a Manager of the WCBNS.

The WCBNS is bound by the terms of s. 192 of the Workers' Compensation Act, S.N.S., 1994-95, c.10, the Freedom of Information and Protection of Privacy Act, S.N.S. 1993, c. 5, the Personal Information International Disclosure Protection Act, S.N.S. 2006, c. 3 and the Privacy Review Officer Act, S.N.S 2008, c.42 (and other legislation which may be enacted from time to time) with respect to the collection, use and disclosure of personal information, confidential or sensitive information, and other information. To review the provisions of the above noted legislation, please visit: http://www.gov.ns.ca/legislature/legc//index.htm

All documents, including proposals, submitted to the WCBNS become the property of the WCBNS and are subject to the provisions of the above named legislation. By submitting a proposal the proponent thereby agrees to public disclosure of its contents. Any information the proponent considers 'personal information' because of its proprietary nature should be identified as such and marked as "confidential", and will be subject to appropriate consideration as defined within the Nova Scotia Freedom of Information and Protection of Privacy Act.

4.8 Use of Request for Proposal
This document or any portion thereof, will not be used for any purpose other than the submission of proposals.

5.0 Contract Clauses

5.1 Registration with Workers' Compensation Board

The contract may contain a provision that the contractor and any approved subcontractors must be registered with the Workers' Compensation Board (WCB), in which case WCB coverage must be maintained for the duration of the contract. Prior to receiving any payment, the Contractor may be required to submit a WCB Clearance Letter indicating that all WCB assessments have been paid.

5.2 Indemnity

The Contractor will indemnify and save harmless the WCBNS, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the WCBNS at any time or times (either before or after the expiration or sooner termination of this contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officer, director or subcontractor of the Contractor pursuant to the contract.

5.3 Insurance

The contract may contain a provision that the Contractor will without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term, Comprehensive General Liability in an amount not less than $5,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of Nova Scotia and in the forms and amounts acceptable to the WCBNS. All required insurance will be endorsed to provide the
WCBNS with 30 days advance written notice of cancellation or material change. The contractor will, on demand, provide the WCBNS with evidence of the required insurance.

5.4 **Funding**

Notwithstanding any other provision of this Request for Proposal, the contract contemplated by this Request for Proposal and the financial obligations of the WCBNS pursuant to that contract are subject to:

a) There being sufficient monies available in the appropriation, to enable the WCBNS in any fiscal year or part thereof when the payment of money by the province to the Contractor falls due under the contract entered into pursuant to the Request for Proposal to make that payment.

5.5 **Contract Administrator**

A contract administrator will be assigned by the WCBNS to oversee the contract awarded to the successful proponent. In addition, the Contractor will be expected to name a counterpart project manager. The contractor's project manager will be responsible for providing scheduled status reports to the contract administrator or a designate.

5.6 **Payment Holdback or Performance Assurance**

The contract will contain a provision whereby the Workers' Compensation will hold back up to 50% of the total contract price until the requirements of the contract have been met.

5.7 **Compliance with Laws**

The Contractor will give all the notices and obtain all the licenses and permits required performing the work. The contractor will comply with all laws applicable to the work or performance of the contract.

5.8 **Compliance with Provincial Occupational Health and Safety Standards**

The WCBNS requires all contractors and service providers to adhere to the provincial Occupational Health and Safety Standards.

6.0 **ADDITIONAL NOTES**

6.1 **Award of contract**

WCBNS reserves the right to award all or part of this contract, or not to make any award, at its own discretion and for any reason.
6.2 Discussions/Negotiations

WCBNS reserves the right to conduct discussions with respondents, to accept revisions of proposals, and to negotiate price changes at the sole discretion of the WCBNS. During this discussion period, WCBNS will not disclose any information regarding proposal submittals. Post award, the WCBNS will respect any non-disclosure requirements stated in each RFP response.

6.3 Confidentiality of Proposals

Vendor understands and will abide by confidentiality requirements as outlined. This RFP is both confidential and proprietary to WCBNS and is solely for your company’s use in preparation of a proposal. This RFP, as well as any information disclosed by WCBNS to your company, is subject to the terms and restrictions outlined below.

In connection with the RFP, WCBNS is providing you with various operational, personnel, and other information that WCBNS deems proprietary and confidential. Such information is being furnished to you on a confidential basis to be used by you only in connection with your preparation and submission of a proposal in response to this RFP. You agree that such information will be kept confidential and will not, without prior written consent of WCBNS, be disclosed by you in any manner whatsoever, in whole or in part. The information will not be used in any manner other than in connection with the preparation and submission of your proposal to WCBNS. You further agree that you will not solicit or attempt to solicit any office, employee, or representative for any business outside of the submission of your proposal in response to this RFP.

In addition, you will be responsible for any breach of this confidentiality, non-disclosure, and non-solicitation agreement by your agents, employees, and representatives.

Moreover, you agree to transmit the information only to your agents, employees, and representatives who need to know the information for the purpose of preparing and submitting your proposal to WCBNS, and who are informed of the confidential nature of the information. Should WCBNS elect not to do business with you, you will return all materials supplied by WCBNS as soon as possible and in any event, upon request.

This proprietary information and the materials contained herein will not be photocopied, reproduced, or distributed to others at any time without the prior written consent of WCBNS.

The submission of an RFP response expressly indicates that you are in agreement and will comply with the terms stated above. All materials submitted by your company become the property of WCBNS and will not be returned.
APPENDIX “A” – SAMPLE CONTRACT

WORKERS’ COMPENSATION BOARD OF NOVA SCOTIA

This Agreement made effective and entered into this ______ day of ___________, A.D., ______.

BETWEEN:

WORKERS’ COMPENSATION BOARD OF NOVA SCOTIA
(hereinafter referred to as “the Board”)

OF THE FIRST PART

- and -

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(hereinafter referred to as “the Service Provider”)

OF THE SECOND PART

WHEREAS the Board wishes to retain the services of the Service Provider for the purpose of _____________ and the Service Provider is willing to provide those services upon the terms and conditions provided herein and in accordance with the terms and conditions provided in the schedules attached hereto;

WITNESSETH THAT for consideration, including the mutual covenant and Agreements herein contained, the parties hereto covenant and agree with each other as follows:

1. SERVICES

1.1 The Service Provider shall, during the period commencing on the ______ day of ____________, 200__, and ending on the ______ day of ____________, 200__, provide the services outlined herein and in Schedule “A” attached hereto;

1.2 The Service Provider shall provide the service under the direction and always to the satisfaction of the Board.

1.3 The parties may modify any of the terms of this Agreement (including payment) upon the mutual, written consent of both parties obtained in advance. Notwithstanding the foregoing, the Service Provider recognizes that the Board may, from time to time, adopt formal processes or recommendations that may apply to the services provided herein. While this Agreement is in effect, the Board warrants that any approved processes or recommendations which may affect the services provided herein, will immediately be conveyed to the Service
Provider in writing and will form part of this Agreement.

1.4 When any work or services are required to be done under this Agreement by the Board, it may be done by anyone duly authorized to act on the Board’s behalf.

1.5 The work of the Service Provider shall be overseen by the Board’s ___________________________(or designate).

1.6 The Board and the Service Provider recognize this Agreement concerns contracted time-limited work and does not entitle the Service Provider to any of the benefits that are offered to employees of the Board.

1.7 The Service Provider warrants that unless explicitly modified within the body of this Agreement, or in the Schedule(s) or Appendices attached hereto, services shall be delivered in accordance with the Service Provider’s statements and warranties as set out in its Submission in Response to the Board’s Request for Proposal No. 2008-____. The parties acknowledge that copies of both the aforementioned documents are in the possession of each party.

1.8 The parties agree that if issues arise under this Agreement that cannot be resolved by mutual communication, the parties will address such matters in the following manner:

(a) Matters pertaining to the construction of the agreement, amendments, interpretation of the agreement, fees, or termination will be sent to the parties directed to receive notice under section ___ of this Agreement. Within ___ business days of the notice being received, a representative of each party will meet to determine whether a solution can be achieved;

(b) If no resolution to the challenges referred to in (a) above can be reached within ____ business days of the meeting also referenced therein, the parties will direct the matter to the heads of each of their organizations, or their designate, who will direct a representative to meet within ___ business days to further attempt to resolve the issues;

2. **PAYMENT**

2.1 The Service Provider agrees to provide the services outlined herein in accordance with the fee schedule set out in Schedule “B” attached hereto.

2.2 The Service Provider shall invoice the Board on a ____________________ basis (or as otherwise agreed to). The Board agrees to effect payment of approved invoices within thirty (30) days of receipt.

2.3 The Service Provider shall maintain appropriate records for the services provided under this Agreement and shall make available to the Board such records for audit or inspection purposes from time to time as the Board may require (see Audit – Section 6 herein).
2.4 The Service Provider agrees to be solely responsible for all income-related remittances and will indemnify the Board for responsibility for same.

2.5 The Board shall not cover the cost of any expenses incurred by the Service Provider in the delivery of the required services other than those expenses allowed under this Agreement or approved in advance by the Board’s _________________ (or designate).

3. TERM OF AGREEMENT

3.1 Term of this Agreement shall be as defined in Paragraph 1.1 of this Agreement.

3.2 Notwithstanding article 3.1, this Agreement may be terminated before the end of the agreement period.

3.3 Completion by the Service Provider of the services outlined in article 1 or termination of the Agreement by the Board in accordance with article 3.2 shall in no way relieve or be deemed to relieve the Service Provider from any ongoing duties, obligations or liabilities which may arise from this Agreement, including but not restricted to those set forth in articles headed Confidentiality, Liability and Audit.

3.4 The parties hereto may, by mutual consent, extend this Agreement by each giving written notice of an intent to do so on or before the termination date defined in paragraph 1.1 of this Agreement. Specifically, the parties, by written mutual confirmation, may extend the term of this Agreement as set out in paragraph 1.1, for one-year terms, to a maximum of three such extensions. Notwithstanding this power to annually extend the term by mutual consent, nothing in this Agreement shall grant either party the ability to extend the term of this contract beyond five years.

4. CONFIDENTIALITY

4.1 The Service Provider acknowledges that the Board is bound by the terms of s. 192 of the Workers’ Compensation Act, S.N.S., 1994-95, c.10, the Freedom of Information and Protection of Privacy Act, S.N.S. 1993, c. 5, the Personal Information International Disclosure Protection Act, S.N.S. 2006, c. 3 and the Privacy Review Officer Act, S.N.S 2008, c.42 and agrees to abide strictly by the terms of these and any other applicable laws respecting the collection, use and disclosure of personal information, confidential or sensitive information, and other information, including information touching on claims for compensation and claimants' right to privacy, that the Service Provider could become exposed to in the provision of services under this Agreement.

4.2 The Service Provider further agrees that:

(a) no information arising, obtained or compiled in connection with the performance of this Agreement will be released to any third party without the prior written consent of a manager of the Board;
(b) any information arising, obtained or compiled in connection with the performance of this Agreement by the Service Provider shall be used solely for the purpose of performing this Agreement and shall not be used for any other reason whatsoever;

(c) the improper or unauthorized use or release of any information arising, obtained or compiled in connection with the performance of this Agreement, as determined by the Board, by the Service Provider shall be a basis for immediate cancellation of the contract by the Board;

(d) The Service Provider will use adequate safeguards to protect information arising, obtained or compiled in connection with the performance of this Agreement from inadvertent disclosure and will inform the Board immediately of any accidental or unauthorized use or disclosure of personal information;

(e) The Board will immediately be informed of any request to the Service Provider for release of information involving this Agreement;

(f) The Service Provider will notify the Board prior to storage or a request for release of Board information outside of Canada.

5. INDEPENDENT CONTRACTOR

5.1 It is understood and agreed that this Agreement is a contract for the performance of a service and that the Service Provider is engaged as an independent contractor and neither it, its servants or agents are, nor shall be deemed to be employees, servants or agents of the Board.

6. AUDIT

6.1 Upon receipt of a written request from the Board, the Service Provider shall, within five (5) business days, give the Board full access to its premises, files, data, correspondence, books, and other records prepared or obtained in the performance of this Agreement for the purpose of conducting an audit. This information will be made available for up to two (2) years upon expiration or termination of this Agreement.

6.2 In conducting an audit pursuant to this Agreement, the Board acknowledges that the primary purpose of such an audit is to access premises and information related to the provision of services under this Agreement or to any information it may deem necessary to ensure compliance with the provisions of this Agreement.

6.3 The Service Provider acknowledges that the Board has contracted an external service provider for the provision of internal audit services. The Service Provider agrees that if necessary, and as requested by the Board, it will cooperate with the Board’s internal auditor(s) to the extent requested by the Board.

7. LIABILITY
7.1 The Board shall not be liable for any injury or damage (including death) to any person or for the loss of damage to the property of the Service Provider in any manner based upon, occasioned by or in any way attributable to the Service Provider’s services provided under this Agreement unless such injury, loss, or damage is caused solely and directly by the negligence of an officer or servant of the Board while acting within the scope of their employment.

7.2 The Service Provider shall use due care in performing the services contemplated under this Agreement. The Service Provider shall not be liable for any indirect or consequential damages related to the services performed under this Agreement unless such damages caused by the Service Provider’s negligence.

7.3 The Service Provider agrees to indemnify and hold harmless the Board from any and all claims for damages or loss arising in connection with the services performed under this Agreement. The Service Provider agrees to maintain adequate liability insurance and provide the Board with proof of such insurance upon request. Such coverage will be for an amount not less than ______________ which will include coverage for occurrences of bodily harm, personal injury, or property damage. The Service Provider will provide the Board with ten (10) days advance written notice of cancellation or material change to this policy of insurance. The Service Provider agrees the Board shall be listed as certificate holder on this policy of insurance for the duration of service under this Agreement.

7.4 The Service Provider undertakes that it has complied with its obligations under the Occupational Health and Safety Act of Nova Scotia and has a good safety record. The Service Provider agrees to only use subcontractors with the same or higher level of compliance with respect to occupational health and safety standards.

7.5 The Service Provider warrants it has all necessary permits, licenses, designations or the like that may be necessary for the Service Provider to undertake the services herein, and that all such permits, licenses, designations or the like will remain in good standing for the term of the Agreement.

8. PERFORMANCE

8.1 The Service Provider shall faithfully, honestly, and diligently service the Board during the period of this Agreement.

9. TERMINATION OF THE AGREEMENT

9.1 This Agreement may be terminated by either party giving ____ calendar days’ written notice of termination to the other party.

9.2 In the event the Board elects to terminate this Agreement under this provision, the obligations of the Board to make payments to the Service Provider shall continue for services performed up to and including the date of termination but do not continue beyond that time period. The Board will also continue to be obligated to make payment on outstanding invoices for services performed up to and including the date of termination of this Agreement.
9.3 Notwithstanding Articles 9.1 or 9.3, the Board may terminate this Agreement by written notice to the Service Provider to take effect immediately:

   (i) In the event that the Service Provider becomes insolvent or bankrupt or makes an assignment for the benefit creditors or receivers appointed of its business, or voluntary or involuntary petition in bankruptcy is filed or proceedings for the reorganization or winding up of the Service Provider are instituted;

   (ii) On the material breach by the Service Provider of its obligations under this Agreement;

   (iii) On the wilful misconduct or neglect of duty by the Service Provider or any of its servants, agents, or employees.

The above list is not meant to be exhaustive. Certain breaches are explicitly identified throughout this Agreement as being material for the purposes of this clause. The parties agree that failure to explicitly identify a breach as a material breach in this Agreement does not mean or suggest that a breach not explicitly identified as material, is not a material breach.

10. PRODUCTS OR SERVICES TO BE DELIVERED

   10.1 Under this Agreement the Service Provider shall supply the services as referred to in this agreement and in Schedule "A" attached hereto to the Board, and these items shall conform to the format and standards established by the Board during the course of the Agreement and conveyed to the Service Provider by notice.

11. ASSIGNMENT

   11.1 The Service Provider shall not assign or sublet this Agreement or any part thereof without the written permission of the Board obtained in advance.

12. NOTICES

   12.1 All notices under this Agreement shall be deemed duly given: upon delivery, if delivered by hand; or three days after posting if sent by registered mail, receipt is required; to a party hereto at the address set forth herein or to such other address as designated by a party by notice pursuant hereto. Nothing in this section shall prevent notice from being given by any other means. Address for service of notices is:

   The Board:

   Name and Address:

   Tel: 
   Fax:
e-mail:
(or such other person as designated by the Board)

The Service Provider:

Name and Address:

Tel: (902)
Fax: (902)
e-mail:
(or such other person as designated by the Service Provider)

13. **COPIES**

13.1 In the event of termination of this Agreement or of the completion by the Service Provider of the services outlined in article 1, the Service Provider shall deliver to the Board all materials including, but not restricted to, all research, reports, papers, tapes, slides, films, photographs, audio-visual material, and all input data or other information submitted to the Service Provider or developed by the Service Provider in the performance of this Agreement, whether in draft or completed form.

14. **RIGHTS IN DATA**

14.1 All research, data, reports, papers, material, audio-visual material and information forming part of or produced in the performance of this Agreement (and specific to the Board) and all copyrights thereto, and all patents, trademarks and industrial designs arising therefrom, are the property of the Board, and are hereby assigned by the Service Provider to the Board. The parties agree the intellectual property rights in pre-existing materials and information belonging to the Service Provider shall remain with or vest in the Service Provider and shall not be shared with any party by the Board unless prior written consent of the Service Provider is obtained. The Service Provider shall not divulge, release or publish any such research, reports, papers, material, audio-visual material or information which form the final product delivered to the Board, or any part thereof, without first having obtained the written consent of the Board.

14.2 The Board reserves the right to publish or release in whole or in part, to publish an amended version and not to publish or release at all, or to use or not use as the Board may deem fit, any research, reports, material, audio-visual materials, or information produced in the performance of this Agreement which form or are part of the final product delivered to the Board by the Service Provider with the exception of any third party software. The Service Provider, however, upon full and final payment, shall grant to the Board a non-exclusive, royalty-free, worldwide, perpetual, non-transferable license to use, for the Board’s internal
business purposes, any Service Provider technology contained in the final product or information delivered to the Board.

15. **TIME SHALL BE OF THE ESSENCE**

15.1 Time shall be of the essence of this Agreement, provided that any agreed time frame for completing any of the work of the Service Provider, its employees or agents that has been or is likely to be delayed may be extended at the Board’s discretion if the other terms of this contract are satisfied.

16. **FORCE MAJEURE**

16.1 The Service Provider shall not be liable for any delays or failure in performance under this Agreement caused by conditions beyond its reasonable control or without its fault or negligence. Such conditions include the following: acts of God or the public enemy; civil war; insurrections or riots; fires; floods; explosions; earthquakes or serious accidents; unusually severe weather; epidemics or quarantine restrictions; governmental priorities or allocation regulations or orders affecting materials, labour, equipment and facilities; fuel shortages; freight embargoes; strikes or labour troubles causing cessation, slowdown or interruption of work; and other similar events.

17. **TITLE AND ACCEPTANCE**

17.1 Except as otherwise provided in this Agreement, title to the product defined herein and in Schedule “A” attached hereto or any part thereof, shall vest in the Board upon delivery to and acceptance by the Board. Upon any payment being made on account of materials, parts, work in process, or finished work, title to the goods and services so paid for shall vest and remain in the Board, and the Service Provider shall be responsible therefore, it being understood and agreed that such vesting of title in the Board shall not constitute acceptance and shall not relieve the Service Provider of its obligations to perform the work in conformity with the requirements of this Agreement.

18. **ENTIRE AGREEMENT**

18.1 This Agreement and the Schedules attached hereto or referred to herein constitute the whole Agreement between the parties unless otherwise stated herein or duly modified in writing and signed by both parties. No representation or statement not expressly contained herein shall be binding upon either party.

18.2 The Schedules attached hereto form an essential part of this Agreement and should there be any conflict between the general terms and conditions of the Agreement and the Schedules then the Schedules govern the Agreement interpretation.

19. **GOVERNING LAWS**
19.1 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia.

20. CONSENT TO BREACH NOT WAIVER

20.1 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or excuse for any different or subsequent or a continuation of the same breach unless expressly stated.

21. PARTIAL INVALIDITY

21.1 If any term or provision of this Agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement may, at the Board’s option, remain in full force and effect and such term or provision shall be deemed removed from the Agreement and the remaining provisions forming a valid agreement.

22. DEFINITION OF SERVICE PROVIDER

22.1 References to the Service Provider shall include employees, servants and agents of the Service Provider, independent contractors to the Service Provider and employees, servants, agents and independent contractors of assignees if the Agreement or its performance is assigned.

23. SECURITY AND PRIVACY

23.1 The Service Provider shall comply with any applicable security and privacy procedures and policies of the Board as they may be, from time to time, forwarded to the Service Provider.

24. AUTHORITY

24.1 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 the Agreement, understands it, and agrees to be bound by it.

25. NON-SOLICITATION

25.1 The Service Provider shall not hire or attempt to hire any employee(s) of the Board during the term of this Agreement and for a period of 6 (six) months thereafter.

26. WCB PREMISES & SUPERVISION

26.1 The Service Provider agrees that access to any of the Board premises by any of the Service Provider’s employees, agents or subcontractors which is necessary
for the performance of the services under this agreement, shall be granted by the Board only during the normal business hours of the Board’s premises in question, unless otherwise previously authorized by the Board in writing. The Service Provider also agrees to observe all the Board’s security requirements and measures in effect at any Board premises to which access is granted by this agreement which the Board may forward to the Service Provider from time to time.

26.2 The parties agree that the Board has the right to appoint, from time to time, a responsible officer or employee for the purposes of supervising the Service Provider’s employees assigned to perform any services under this agreement.

26.3 The Service Provider also agrees that the Board has the absolute right to terminate the use of and request the Service Provider to replace any employee of the Service Provider assigned to the Board under this agreement who does not, in the sole opinion of the Board, meet the Board’s requirements.

27. EFFECTIVE DATE

27.1 This Agreement shall take effect as it has been executed by both parties on the day of , 200.

28. SPECIAL CONDITIONS

28.1 If applicable, the Service Provider agrees to maintain workers’ compensation coverage throughout the term of this contract for every person in their employ and shall ensure any agents used by them are also covered by workers compensation and to pay all workers’ compensation assessments as they become due.

IN WITNESS WHEREOF the Board and the Service Provider have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

WITNESSED BY:                         DATED AT Halifax, Nova Scotia
                                          this ______ day of ________,
                                          A.D., 200________
                                          ________________________________
                                          Witness
                                          ________________________________
                                          Per:
                                          For the Service Provider

                                          ________________________________
                                          Witness
                                          ________________________________
                                          Per:
                                          Workers’ Compensation Board of
                                          NS

                                          ________________________________
                                          DATED AT ________, Nova Scotia
                                          this ______ day of ________,
                                          A.D., 200________