



FISHERIES AND MARINE INSTITUTE

OPEN CALL FOR BIDS

FOR

Cloud Server and Virtual

Desktop Environment

Request for Open Call Number: TMI1318

Issued: February 13, 2025

Submission Deadline: Tuesday, March 4, 2025
@ 10:00AM NL Time

REQUEST FOR OPEN CALL FOR BIDS INFORMATION SHEET

Request for Open Call			
Title:	CLOUD SERVER AND VIRTUAL DESKTOP ENVIRONMENT		
Open Call #:	TMI1318	Issue Date:	DATE: FEBRUARY 13, 2025
Deadline for Questions:	72 hours prior to close time	Submission Deadline Closing Date & Time:	Tuesday, March 4, 2025 @ 10:00 AM NST Time
		Bid Submission Format:	Mlopencalls@mi.mun.ca
		Opening Date, Time & Location:	Tuesday, March 4, 2025 @ 11:00 am NST Time Phone lines will be open 5 minutes before opening. Join the meeting now Meeting ID: 284 172 027 444 Passcode: mK3WF3E8
Bids Irrevocable Period after Submission Deadline:			90 days
Bid Submission: Responses to this solicitation must be submitted by email to Mlopencalls@mi.mun.ca Email subject line must read: BID SUBMISSION: Open Call number and name. For example: “<u>BID SUBMISSION: TMI1318 - CLOUD SERVER AND VIRTUAL DESKTOP ENVIRONMENT</u>”			
Inquiries and Communication:			
<p>Inquiries and communication: Fisheries and Marine Institute, Memorial University of Newfoundland, Finance and Contracts Office, Purchasing Officer, Mlopencalls@mi.mun.ca Inquiries accepted only via email. No phone calls will be accepted. Please reference Open Call number and “TMI1318 - CLOUD SERVER AND VIRTUAL DESKTOP ENVIRONMENT” in subject line. Emails not containing this requirement information in the subject line will NOT be responded to.</p> <p><u><i>Bids submitted by fax, mail, courier, drop off or by any other means of delivery other than by email stated above shall not be accepted.</i></u></p>			

DEFINITIONS

“Agreement”	means a Purchase Order and/or a formal contract between the Marine Institute and the successful bidder;
“best value”	includes the best balance of cost, quality, performance and support, as achieved through a transparent, efficient and competitive procurement process using clear and fair evaluation and selection criteria;
“bid”:	means an offer from a supplier, submitted in response to a call for bids, to supply goods or services;
“bidder”	means the supplier submitted a response to an Open Call;
“commodities”	means goods, services, public works and lease of space;
“Conflict of Interest”	includes, but is not limited to, any situation or circumstance where in relation to the Open Call process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having, or having access to, confidential information of the Marine Institute in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the Open Call process (including but not limited to the lobbying of decision makers involved in the Open Call process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Open Call process or render that process non-competitive or unfair.
“contractor”	means a supplier that has been awarded a contract by the Marine Institute;
“deliverables”	means the goods or services bid in the Open Call to be provided to the Marine Institute;
“goods”	means goods, chattels, materials, personal property, movable property and other physical objects of every kind, including items required to be manufactured or on which a labour or skill is required to be expended before, upon or after delivery to the Marine Institute;
“lease of space”	means a transfer of the possession of space for a fixed period of time at a specified rent, and includes a renewal of a lease;
“Marine Institute”	Fisheries and Marine Institute of the Memorial University of Newfoundland;
“Open Call”	means a publicly-advertised invitation to suppliers to submit a bid;
“procurement”	means the acquisition of commodities or professional services by the Marine Institute by any means, including by purchase, rental or lease;
“public work”	means the construction, re-construction, extension, enlargement, repair, maintenance, improvement and demolition of real property, including

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	improvements to leased property;
“purchase order”	the commercial document issued to the supplier to request the supply of goods or services in return for payment and includes, among other information, items and quantities required at agreed prices.
“services”	means all services incidental to the supply of goods including the provision of transportation of all kinds, printing and reproduction services, accounting, land surveying and voice telephone services, engineering services, architectural services, banking services, insurance services, services that require the giving of an opinion, creativity, the preparation of a design, or technical expertise except legal services and financial services;
“standing offer agreement”	a mutual agreement effected with the supplier to deliver “as and when requested” over a specific period of time, goods or services in quantities to be determined at prescribed prices or pricing arrangements.
“supplier”	means an individual, partnership, corporation, joint venture or other form of business organization engaged in the lawful supply of commodities;

[End of Definitions]

PART 1 – SUBMISSION INSTRUCTIONS

1.1 Bids to be Submitted on Time

Bids must be submitted as set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the bidder to submit its bid to the email indicated in the Open Call for Bids on or before the Submission Deadline. The Marine Institute does not accept any responsibility for any bids submitted by means other than the email listed above. Bidders making submissions near the deadline do so at their own risk due server availability. The time for the closing will be determined according to the inbox, time stamp on Mlopencalls@mi.mun.ca. Bids received after the closing time based on this time stamp, will NOT be considered.

1.2 Bids to be Submitted in Prescribed Format

Bidders must submit **one (1)** email submission in PDF format. **Bids submitted by fax, mail, courier, drop off or by any other means of delivery other than by email stated above shall not be accepted.**

1.3 Amendment of Bids

Bidders may amend their bids after they have been submitted if, and only if, the amendment is emailed prior to the Submission Deadline marked BID SUBMISSION AMENDMENT followed by Open Call number and name. Bid revisions, changes and alterations may be made only by completing a new bid. Previous submissions will be cancelled and the submission with the most recent date and time will be considered the final bid.

Written inquiries and requests for clarification shall be accepted up to **72 hours** prior to the closing time. Inquiries and requests for clarification received after this date shall not be addressed. The will be the only official source of information regarding this Open Call for Bids and information from any other source shall be considered unofficial and may not be correct.

To ensure consistency and quality in the information provided to bidders the Marine Institute shall provide, by way of amendment to this Open Call for Bids, in the form of an addendum, any relevant information with respect to the Open Call inquiries received in writing without revealing the source of those inquiries. Bidders are cautioned that it is their responsibility to ensure that they receive all information relevant to this Open Call. The Marine Institute shall not be responsible for bidders who fail to inform themselves regarding the scope and nature of the work. The Marine Institute shall publish all amendments on the Marine Institute's current service providers: MERX: www.merx.com, BIDS: www.bids.ca and PODS: www.pods.net . In addition, all amendments will be published on www.mun.ca/procurement. Bidders should check on a regular basis for Open Call updates. Bidders are solely responsible for ensuring they are aware of and have complied with all amendments by tender closing time.

1.4 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the Mlopencalls@mi.mun.ca email address prior to the Submission Deadline. The Marine Institute is under no obligation to return withdrawn bids.

1.5 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of **90** days running from the moment that the Submission Deadline passes.

1.6 Delivery

Delivery of all materials and services must be FOB Marine Institute, 155 Ridge Road, St. John's, NL, A1B 5E7, Canada, Attention: Shipping and Receiving, and local environs unless otherwise specified in Appendix A – Specifications. A schedule for delivery of the specified goods or services must be included in the bid.

1.7 Signature

Marine Institute, in consideration of section 11 of the Electronic Commerce Act, confirms its acceptance of electronic signatures, or other acceptable form of electronic consent, in satisfaction of the signature requirement for bid submissions. The electronic form of signature or consent must be directly related to the relevant bid submission at issue and must be reliable, in a manner as determined by the Marine Institute, for the purpose of identifying the person submitting the bid response. By submitting a bid under this process, the bidder confirms that the signatory has the appropriate and proper authority to bind the bidder to its submission, a confirmation upon which the Marine Institute relies in the processing of the bid submission.

1.8 Closure

In the event that the Marine Institute is closed earlier than normally expected prior to a scheduled Open Call for Bids closing for that day, or for the full day, the closing date for those tenders will be extended to the next business day for the Marine Institute at the same time as listed originally.

1.9 Corporations Act

The Corporations Act of Newfoundland and Labrador requires that an extra-provincial company be registered before it begins or carries on business in the Province. If your company is not registered, please apply for the appropriate forms and procedures to:

Commercial Registrations Division

Dept of Government Services, PO Box 8700

St John's, NL Canada A1B 4J6

Phone: 709-729-3317, Fax: 709-729-0232

Website: http://www.gs.gov.nl.ca/registries/companies/corp_art_inc.html

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Marine Institute will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Marine Institute, be disqualified and not evaluated further. The Marine Institute reserves the right to reject incomplete bids.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Marine Institute, be disqualified and not evaluated further. The mandatory technical requirements are listed in Appendix A - Specifications.

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the Open Call, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, shall be disqualified.

2.6 Selection of Lowest Compliant Bidder as Preferred Supplier

Subject to the Marine Institute's reserved rights, the compliant bidder with the lowest pricing will be the preferred supplier and will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the preferred supplier will be determined by way of a coin toss, in accordance with the Public Procurement Policy.

2.7 Notice to Bidder and Execution of Agreement

Notice of selection by the Marine Institute to the preferred supplier shall be in writing. The preferred supplier shall execute an Agreement, the form and content of which will be mutually agreed upon between the parties and satisfy any other applicable conditions of this Open Call within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Marine Institute and may be waived by the Marine Institute. At the Marine Institutes discretion, the bidder will enter into a formal contract containing such terms and conditions (not inconsistent with the terms and conditions in the Open Call) as may be required. Unless or until such a formal contract is entered into, the Open Call in its entirety, the accepted Open Call bid and any resulting Purchase Order when issued shall together be the complete and only contract. If the Open Call is for a number of discrete items, the Marine Institute reserves the right to award in full to a single bidder, or to award

each item to the lowest bidder for that item. In the case of the latter, each item in the Open Call will then be considered a separate agreement and may be awarded separately, unless stated otherwise in the Open Call. It is understood that the Open Call bid will remain open for acceptance by the Marine Institute for a period of not less than 30 days from the closing date specified in the Open Call, unless otherwise indicated in Appendix A – Specifications.

A Purchase Order and/or formal contract will be issued to the contractor. Contractors are not to supply goods or services without a Purchase Order or formal contract unless directed to do so in writing by the official whose name appears in the Open Call.

2.8 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy the pre-conditions of award listed in the Open Call Particulars within fifteen (15) days of notice of selection the Marine Institute may, without incurring any liability, proceed with the selection of another bidder and pursue all remedies available to the Marine Institute.

2.9 Payment Terms

The University's standard payment terms are net 30 days after delivery of goods, or net 15 days after successful completion of installation as applicable. In the case of services, payment terms are also net 30 days after successful completion of the service. These terms shall also apply in the case of sub-contracted items. Prepayments will not be considered unless the supplier provides an irrevocable standby letter of credit, or the supplier provides a credit reference from its banker satisfactory to the Director of Financial and Administrative Services. Bidders should make every effort to structure payments based on tangible milestones, delivery in all, or in part of the goods and/or services to make the basis of payment for goods or services delivered.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS

3.1 General Information and Instructions

3.2 Open Call Incorporated into Bid

All of the provisions of this Open Call are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations, or contingent statements to the terms as set out in this Open Call, either as part of its bid or after receiving notice of selection, unless otherwise indicated, shall be disqualified.

3.3 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this Open Call. Where information is requested in this Open Call, any response made in a bid should reference the applicable section numbers of this Open Call.

3.4 Bids in English

All bids are to be in English only.

3.5 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and links to the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

3.6 References and Past Performance

In the evaluation process, the Marine Institute may consider information provided by the bidder's references and may also consider the bidder's past performance or conduct on previous contracts with the Marine Institute or other institutions.

3.7 Information in Open Call Only an Estimate

The Marine Institute and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in this Open Call or issued by way of addenda. Any quantities shown or data contained in this Open Call or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this Open Call.

3.8 Bidders to Bear Their Own Costs

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

3.9 Bid to be Retained by the Marine Institute

The Marine Institute will not return the bid, or any accompanying documentation or samples submitted by a bidder.

3.10 Trade Agreements

Bidders should note that procurements falling within the scope of the Canadian Free Trade Agreement, and/or the Canada-European Union Comprehensive Economic Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this Open Call.

3.11 No Guarantee of Volume of Work or Exclusivity of Contract

The Marine Institute makes no guarantee of the value or volume of work to be assigned to the preferred supplier. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Marine Institute may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally in order to obtain the best value.

3.12 Communication after issuance of Open Call

Bidders shall promptly examine all of the documents comprising this Open Call, and

- (a) shall report any errors, omissions, or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to Mlopencalls@mi.mun.ca on or before the Deadline for Questions. All questions or comments submitted by bidders by email to the Open Call Contact shall be deemed to be received once the email has entered into the Open Call Contact's email inbox. No such communications are to be directed to anyone other than the Open Call Contact, and the Marine Institute shall not be responsible for any information provided by or obtained from any source other than the Finance and Contracts Office. The Marine Institute is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification from the Open Call Contact on any matter it considers to be unclear. The Marine Institute shall not be responsible for any misunderstanding on the part of the bidder concerning this Open Call or its process.

3.13 All New Information to Bidders by Way of Addenda

This Open Call may be amended only by addendum in accordance with this section. If the Marine Institute, for any reason, determines that it is necessary to provide additional information relating to this Open Call, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this Open Call and may contain important information, including significant changes to this Open Call. Bidders are responsible for obtaining all addenda issued by the Marine Institute. In the Submission Form (Appendix B), bidders MUST confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.14 Addenda and Extension of Submission Deadline

Any addendum added within seven (7) calendar days of the Open Call for Bids closing (including on closing day) will extend closing by a reasonable period to be determined by the Marine Institute.

3.15 Verify, Clarify and Supplement

When evaluating bids, the Marine Institute may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by the Marine Institute shall, if accepted by the Marine Institute, form an integral part of the bidder's bid.

3.16 Notification to Other Bidders

In accordance with section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Marine Institute, the outcome of the Open Call will be publicly posted at www.mun.ca/procurement. There will be no issuing of regret letters.

3.17 Debriefing

In accordance with the *Public Procurement Act and Regulations*, unsuccessful bidders may request a debriefing within ten (10) business days after the award has been posted. The request must be sent in writing to the Open Call contact. The intent of the debriefing information session is to provide the bidder an overview of their bid and why it was unsuccessful and to help the bidder in presenting a better bid in subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome. A debriefing shall not disclose information regarding another bidder's bid.

3.18 Supplier Complaint Process

If a bidder wishes to register a complaint with respect to the Open Call process, the complaint should be provided in writing and within the parameters established by section 25 of the *Public Procurement Regulations*, as amended. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome, in addition to such other information as may be required by the *Regulations*. Bidders should note that these complaint procedures are separate and distinct from any dispute resolution processes that may be provided for under applicable trade agreements. If a bidder wishes to dispute a matter under an applicable trade agreement, the bidder must follow the process set out in the trade agreement.

3.20 Conflict of Interest and Prohibited Conduct

3.21 Conflict of Interest

The Marine Institute may disqualify a bidder for any conduct, situation, or circumstances, determined by the Marine Institute, in its sole and absolute discretion, that constitutes a conflict of interest.

The Marine Institute reserves the right to disqualify any bidder that in the Marine Institute's sole opinion has an actual or potential conflict of interest or an unfair advantage.

Bidders are required to disclose, to the Open Call Contact, any potential or perceived conflict of interest issues prior to Open Call closing date and time.

3.22 Disqualification for Prohibited Conduct

The Marine Institute may disqualify a bidder, rescind a notification of selection, or terminate a contract subsequently entered into if the Marine Institute determines that the bidder has engaged in any conduct prohibited by this Open Call.

3.23 Bidder Not to Communicate with Media

Bidders must not at any time directly or indirectly communicate with the media in relation to this Open Call or any agreement entered into pursuant to this Open Call without first obtaining the written permission of the Open Call Contact.

3.24 No Lobbying

Bidders must not, in relation to this Open Call or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful bidder(s).

3.25 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Marine Institute; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this Open Call.

3.26 Past Performance or Past Conduct

The Marine Institute may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honor submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Marine Institute, in its sole and absolute discretion, to have constituted a Conflict of Interest.

In addition, the Marine Institute may suspend the bidding privileges of a supplier in regard to non-compliant or substandard performance in accordance with section 26 of the *Public Procurement Regulations*.

3.27 Confidential Information of the Marine Institute

All information provided by or obtained from the Marine Institute in any form in connection with this Open Call either before or after the issuance of this Open Call:

- (a) is the sole property of the Marine Institute and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this Open Call and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from the Marine Institute; and
- (d) must be returned by the bidder to the Marine Institute immediately upon the request of the Marine Institute.

3.28 Confidential Information of Bidder

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)*. A bidder must identify any information in its bid, or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Marine Institute. The confidentiality of such information will be maintained by the Marine Institute, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Marine Institute to advise or assist with the Open Call process, including the evaluation of bids.

The Bidder agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the *ATIPPA, 2015*. The Bidder acknowledges that contracting with the Marine Institute is a public process and any information provided through this process and any records the Bidder supplies to the Marine Institute, including the terms and conditions of any Agreement entered into, may be subject to requests under the *ATIPPA, 2015*. In the event of a request to the Marine Institute for third party business information in its custody and control, information can be withheld only if it meets all parts of the 3-part harms test for non-disclosure as stated in section 39 of the *ATIPPA, 2015*.

Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the *Public Procurement Regulations*.

If a bidder has any questions about the collection and use of personal information pursuant to this Open Call, questions are to be submitted to the Open Call Contact. Further information relating to subsection 39(1) of the *ATIPPA, 2015* is provided in guidance documents available through the Office of the Information and Privacy Commissioner at <https://oipc.nl.ca/guidance/documents>.

3.29 Reserved Rights of the Marine Institute

The Marine Institute reserves the right to:

- (a) make public the names of any or all bidders as well as bid price and value of contract;
- (b) make changes, including substantial changes, to this Open Call provided that those changes are issued by way of addendum in the manner set out in this Open Call;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid. This shall not be an opportunity for bid repair;
- (d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this Open Call consider any other relevant information that arises during this Open Call process;
- (e) waive minor irregularities and formalities and accept bids that substantially comply with the requirements of this Open Call;
- (f) verify with any bidder or with a third party any information set out in a bid;

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- (g) check references other than those provided by any bidder;
- (h) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) cancel this Open Call process at any stage;
- (j) cancel this Open Call process at any stage and issue a new Open Call for the same or similar deliverables;
- (k) accept any bid in whole or in part; or
- (l) reject any or all bids;
- (m) not necessarily select the lowest or any bidder;

And these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.30 Limitation of Liability

By submitting a bid, each bidder agrees that:

- (a) neither the Marine Institute nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this Open Call process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Marine Institute's decision not to accept the bid submitted by the bidder for any reason, the Marine Institute's decision to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.
- (c) Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, governmental regulation or control, acts of nature or of a public enemy, acts of terrorism, mass-casualty event, fire, flood, local, regional or global outbreak of disease or other public health emergency, social distancing or quarantine restriction, strike, lockout or labour or civil unrest, freight embargo, unusually severe weather, failure of public utility or common carrier, or computer attacks or other malicious act, including attack on or through the internet, or any internet service, telecommunications provider or hosting facility.

The parties acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada and the Province of Newfoundland and Labrador responded to the pandemic with legislative amendments, controls, orders, requests of the public, and requests and requirements to the Parties to change their delivery of education and services in various ways (collectively, the "Governmental Response"). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the "Virus") and resulting or supplementary renewed Government Response. Without limiting the foregoing paragraph, neither Party shall be liable to the other or be deemed to be in

breach of this Agreement for any failure or delay in rendering performance arising out of:

1. the continued spread of the Virus;
2. the continuation of or renewed Governmental Response to control the spread of the Virus; and
3. a Party's decision, made on an organization-wide basis and in good faith, to control the spread of the Virus, even if exceeding the then current specific Government Response.

Dates or times of performance shall be extended to the extent of delays excused by this clause, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay shall, so far as practicable, use commercially reasonable efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance.

The bidder will follow all Government of Newfoundland and Labrador's Public Health Orders and Special Measure Orders made pursuant to the *Public Health Protection and Promotion Act*. The successful bidder and contractor will ensure it has a Health and Safety Plan and ensure using minimum personnel to carry out the performances under this Open Call, use appropriate personal protective equipment as required, use physical distancing measures and enhanced cleaning protocol as recommended by the Health Authorities.

3.31 Governing Law and Interpretation

These Terms and Conditions of the Open Call Process:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Marine Institute; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Newfoundland & Labrador and the federal laws of Canada applicable therein.

3.32 Agreement Review and Termination

An Agreement will be subject to review, renegotiation, or termination, at the discretion of the Marine institute, in the event of:

- (a) Unauthorized price increases;
- (b) Prolonged interruption of supply availability;
- (c) Marked deterioration in the quality of supply, sales and technical representation;
- (d) Persistent disregard of the Engineer/Architect Consultant(s) instructions;
- (e) Any disregard of applicable laws and ordinances; or
- (f) Any violation of the terms and conditions of the Agreement.

Agreements will remain closed only for the period of price protection and the Marine Institute reserves the right

to terminate an Agreement without notice effective from the date of any price increase when price protection has not been guaranteed for the full Agreement period.

3.33 Standing Offer Agreement

Under a Standing Offer Agreement, the Marine Institute is not obligated to purchase any quantity of any item.

A Standing Offer agreement will be issued for goods or services where the unit prices are agreed but the quantities accepted can vary.

Upon acceptance of the Standing Offer Agreement, the Marine Institute will issue Purchase Orders to the Supplier(s) for items specified in the Standing Offer Agreement on an as and when required basis. A Supplier is not to supply items without a Purchase Order.

[End of Part 3]

APPENDIX A – SPECIFICATIONS

The Fisheries and Marine Institute of the Memorial University of Newfoundland (the “MI” or “Marine Institute”) is the most comprehensive institution of its kind in North America. It offers graduate (PhD and Masters) and undergraduate degrees, diplomas, certificates, and industry training for the oceans sectors. The Institute’s main campus is located on Ridge Road in St. John’s, Newfoundland and Labrador. Satellite locations and facilities include the Mt. Scio Bioprocessing Facility in St John’s, the Offshore Safety and Survival Centre in Foxtrap, The Launch in Holyrood, the Regional Fisheries and Marine Centre in Lewisporte, and the Safety and Emergency Response Training Centre in Stephenville.

Any reference to Memorial University of Newfoundland (MUN) in this document also implies reference to MI.

The MI Research Chair in Safety Security and Wellness has secured a contract (Prime Agreement) with the State of Michigan Department of Corrections (“MDOC” or “the State”) for an Employee Wellness Research Study which will require cloud hosted IT services. The cloud virtual private server and virtual desktop environment will be used to complete the research study and include data handling of CJIS (Criminal Justice Information Services) and Personally Identifiable Information (PII) of participants of the research study. Additional security information on the handling of the State’s Data is available below detailing out the various security requirements of the data by MDOC.

MI is seeking bids for subcontractors (“vendors”) to provide the following:

PART #1: Cloud computing services hosted in the continental United States (Alaska, Puerto Rico, and territories overseas excluded). This solution should meet the following specifications:

- The cloud/server infrastructure must be security scanned using Qualys, Tenable, or other Payment Card Industry (PCI)-approved vulnerability scanning tool monthly. Please check <https://www.pcisecuritystandards.org/standards/> for more information on the PCI-approved tools.
- A complete copy of the monthly PCI-approved scan(s) assessment(s) must be provided to the MUN/MI Procurement Team and produced to the Michigan Department of Corrections (MDOC).
- In the event of any data breach on the part of the Vendor that compromises or is suspected to compromise the security, confidentiality, or integrity of the stored data or the physical, technical, administrative, or organizational safeguards put in place by the Vendor related to the protection of the security, confidentiality, or integrity of stored data, Vendor must, as applicable [**See Additional Mandatory Requirements - State Data**]:
 - notify MUN as soon as practicable but no later than 24 hours of becoming aware of such occurrence;
 - cooperate with MUN or any organization pointed by MUN in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by MUN;
 - reimburse MUN for any costs in notifying the affected individuals;
 - in the case of personal health information, provide third-party credit and identity monitoring services to each of the affected individuals whose data was lost for no less than 24 months following the date of notification to such individuals;
 - perform or take any other actions required to comply with applicable law as a result of the occurrence;
 - pay for any costs associated with the occurrence, including but not limited to any costs incurred by MUN in investigating and resolving the occurrence, including reasonable attorney’s fees associated with such investigation and resolution;
 - without limiting Mun’s obligations of indemnification, indemnify, defend, and hold

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harmless MUN for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from MUN in connection with the occurrence;

- be responsible for recreating lost stored data in the manner and on the schedule set by the MUN without charge to MUN;
- and provide MUN a detailed plan within 10 calendar days of the occurrence describing the measures Vendor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Vendor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Vendor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Vendor. MUN will have the option to review and approve any notification sent to affected individuals before its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by MUN in writing before its dissemination.
- MUN and Vendor shall agree that any damages relating to a breach of the above clauses will be considered direct damages and not consequential damages.
- The Vendor shall assist MUN with an annual Security Accreditation [**See Additional Mandatory Requirements – 6. Security and Accreditation Process**]:
 - Throughout the Term, Vendor will assist MUN, at no additional cost, with its Security Accreditation Process, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Vendor to submit evidence, upon request from MUN, in order to validate Vendor's security controls within two weeks of the MUN's request. On an annual basis, or as otherwise required by MUN, such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames and required evidence based on the risk level of the identified risk. For all findings associated with the Vendor's solution, at no additional cost, the Vendor will be required to create or assist with creating MUN-approved POAMs, perform related remediation activities, and provide evidence of compliance. MUN will make any decisions on acceptable risk, the Vendor may request risk acceptance supported by compensating controls. However, only MUN may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.
- Store approximately **3 terabytes (TB)** per year. The Project Team would welcome a pay-as-you-go agreement.
- The data stored shall be encrypted according to "FIPS 140-2 level encryption. If that is in SOC2, that is sufficient.
- This solution should allow for 10 users (i.e., 10 would be the number of research staff accessing the cloud services).
- This solution should allow for a total of 10,404 survey respondents with the ability to scale up or down without affecting performance.
- The solution shall allow the Research Team member(s) managing the solution to restrict users' access to certain folders through a password or other means. The solution should also allow the Research Team members(s) managing the solution to limit user authority to download files.
- The solution should allow the generation of an annual report (quarterly is preferred) on user access: users, access, files or folder access, date, length/duration.

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- The Research Team will need this solution to last approximately 3 years (research length).
- Vendor should not charge MUN if MUN needs to leave the solution.

PART 2: Virtual desktops—where team members work together and simultaneously.

- Allow for a maximum of 10 team members to work simultaneously.
- Infrastructure supporting this desktop must be in the continental United States.
- Be Microsoft Windows-based (like Windows 10 or similar).
- Allow for at least 1TB of storage accessible by all 10 users
- The solution should include the following applications:
 - Microsoft Office Package/Suite (complete package), including Access, PowerPoint, Word Document, Excel, etc.
 - Microsoft Media Player
 - Windows Voice Recorder.
- The solution should allow for us to bring our own licenses/software. Here are the software we would need to run:
 - NVivo by Lumivero <https://lumivero.com/products/nvivo/>
NVivo needs the following minimum requirements to run:
 - 2.0 GHz dual-core processor (64-bit)
 - 4 GB RAM (sufficient if other applications on the computer do not have high memory use)
 - 1680 x 1050 screen resolution.
 - Microsoft Windows 8.1.
 - SPSS Version 29 by IBM <https://www.ibm.com/products/spss-statistics/resources>
SPSS Version 29 needs the following minimum requirements to run:
 - Operating System: Windows 10 or 11 (64-bit only)
 - Processor: 1.6 GHz or faster
 - RAM: 4 GB or more (ideally 8 GB)
 - Hard Disk Space: 4 GB free space
 - STATA SE Version 18 <https://www.stata.com/>
 - Operating System: 64-bit Windows 10 or later, macOS 10.13 (High Sierra) or later
 - Processor: Intel or AMD equivalent to a Core i3 or better
 - Memory: Minimum 2GB RAM
 - Disk Space: Enough space to install the software

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- In the event of any data breach on the part of the Vendor that compromises or is suspected to compromise the security, confidentiality, or integrity of the stored data or the physical, technical, administrative, or organizational safeguards put in place by the Vendor that relate to the protection of the security, confidentiality, or integrity of stored data, Vendor must, as applicable [**See Additional Mandatory Requirements - State Data**]:
 - notify MUN as soon as practicable but no later than 24 hours of becoming aware of such occurrence;
 - cooperate with MUN or any organization pointed by MUN in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by MUN;
 - reimburse MUN for any costs in notifying the affected individuals;
 - in the case of personal health information, provide third-party credit and identity monitoring services to each of the affected individuals whose data was lost for no less than 24 months following the date of notification to such individuals;
 - perform or take any other actions required to comply with applicable law as a result of the occurrence;
 - pay for any costs associated with the occurrence, including but not limited to any costs incurred by MUN in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution;
 - without limiting MUN's obligations of indemnification, indemnify, defend, and hold harmless MUN for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from MUN in connection with the occurrence;
 - be responsible for recreating lost stored data in the manner and on the schedule set by the MUN without charge to MUN;
 - and provide MUN a detailed plan within 10 calendar days of the occurrence describing the measures Vendor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Vendor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Vendor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Vendor. MUN will have the option to review and approve any notification sent to affected individuals before its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by MUN in writing before its dissemination.
 - MUN and Vendor shall agree that any damages relating to a breach of the above clauses will be considered direct damages and not consequential damages.
- The Vendor shall assist MUN with an annual Security Accreditation [**See Additional Mandatory Requirements – 6. Security and Accreditation Process**]:
 - Throughout the Term, Vendor will assist MUN, at no additional cost, with its Security Accreditation Process, which includes the development, completion, and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Vendor to submit evidence, upon

request from MUN, in order to validate Vendor's security controls within two weeks of the Mun's request. On an annual basis, or as otherwise required by MUN, such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames and required evidence based on the risk level of the identified risk. For all findings associated with the Vendor's solution, at no additional cost, the Vendor will be required to create or assist with creating MUN-approved POAMs, perform related remediation activities, and provide evidence of compliance. MUN will make any decisions on acceptable risk, the Vendor may request risk acceptance supported by compensating controls. However, only MUN may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

- The Research Team will need this solution to **October 31, 2026**, with an option to extend to **December 31, 2027** on a month to month basis, and an option to extend from January 1 2028 to June 30, 2028 on a month to month basis. These extensions are based on approval from MDOC to extend the Prime Agreement.
- Vendor should not charge MUN if MUN needs to leave the solution.

ADDITIONAL INFORMATION ON THE REQUIREMENTS OF THE CLOUD SERVER FOLLOWS:

Handling CJIS (Criminal Justice Information Services) and Personally Identifiable Information (PII):

1. Geographic Requirements:

- A. **Location of Data Storage:** CJIS data must be stored within the U.S. (no foreign storage), and certain sensitive data may have geographic restrictions for access (e.g., no access outside authorized regions).

2. Data Access Control:

- A. **Role-Based Access:** Only authorized personnel with specific clearance levels can access CJIS and PII data.
- B. **Multi-Factor Authentication:** Required for accessing sensitive systems storing CJIS/PII.

3. Data Encryption:

- A. **Encryption at Rest:** Both CJIS and PII data must be encrypted when stored.
- B. **Encryption in Transit:** Data must be encrypted during transfer between systems to prevent interception.

4. Physical Security:

- A. **Secure Facilities:** Storage locations must have physical security controls (locked areas, restricted access).
- B. **Document Destruction:** When no longer needed, physical records must be shredded, and digital records securely wiped.

5. Incident Management:

- A. **Breach Notification:** Any breach involving CJIS or PII data must be reported immediately to the appropriate authorities (e.g. MISOC)

6. Compliance and Auditing:

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- A. **Regular Audits:** Compliance with CJIS and PII storage requirements must be reviewed regularly through internal audits.(e.g. ATO Process)
- B. **Audit Trails:** Maintain logs of access to sensitive data to track any potential misuse.

7.Retention and Disposal:

- A. **Retention Schedules:** Follow state and federal retention schedules for CJIS and PII data. (e.g. Keep everything always.)
- B. **Secure Disposal:** Safely dispose of data when it no longer needs to be retained (shredding, secure deletion of electronic records).

8.Training and Awareness:

- A. **Personnel Training:** Staff must receive regular training on the handling and protection of CJIS and PII data.

Sources:

1. Geographic Requirements:

- **CJIS Security Policy:**
 - **Section 5.6:** "Geographical limitations for data access"
This section covers the geographic restrictions for storing and accessing CJIS data, ensuring that data stays within the U.S. for security and legal compliance.
[CJIS Security Policy](#)

2. Data Access Control:

- **CJIS Security Policy:**
 - **Section 5.2:** "Access Control"

This section outlines the requirements for controlling access to CJIS data, including role-based access, user authentication, and the use of multi-factor authentication.

[CJIS Security Policy](#)

3. Data Encryption:

- **CJIS Security Policy:**
 - **Section 5.6.1:** "Encryption of Data at Rest and in Transit"

This section mandates that CJIS data must be encrypted both when stored (at rest) and when transmitted (in transit).

[CJIS Security Policy](#)

4. Physical Security:

- **CJIS Security Policy:**
 - **Section 5.3:** "Physical Protection of Criminal Justice Information"

This section addresses the physical security requirements for facilities storing sensitive data, including locked storage and restricted access.

[CJIS Security Policy](#)

5. Incident Management:

- **CJIS Security Policy:**
 - **Section 5.9:** "Incident Response and Reporting"

This section outlines the requirements for incident response and breach reporting, including timely notification of any unauthorized access or security incidents involving CJIS or PII data. [CJIS Security Policy](#)

6. Compliance and Auditing:

- **CJIS Security Policy:**
 - **Section 5.10: "Audit and Accountability"**

This section discusses the need for maintaining audit logs and conducting compliance audits to ensure the proper handling and protection of CJIS data.

[CJIS Security Policy](#)

7. Retention and Disposal:

- **NARA (National Archives and Records Administration):**
 - **Records Retention Schedules**
NARA provides detailed guidelines for records retention, including how long to retain criminal justice records and the procedures for securely destroying them.
[NARA Retention Schedules](#)

8. Training and Awareness:

- **CJIS Security Policy:**
 - **Section 5.2.3: "Personnel Security and Awareness"**

This section emphasizes the need for training and security awareness programs for all personnel who handle CJIS data.

[CJIS Security Policy](#)

These references come from the **CJIS Security Policy** and **NARA** documents, both of which set the standards for handling and securing criminal justice information and personally identifiable information.

ADDITIONAL MANDATORY REQUIREMENTS

- 1. Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below.

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“**FISMA**” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014)).

“**Hosting Provider**” or “**Vendor**” means any Permitted Subcontractor that is providing any or all of the Hosted Services.

“**NIST**” means the National Institute of Standards and Technology.

“**PCI**” means the Payment Card Industry.

“**PSP**” or “**PSPs**” means the State’s IT Policies, Standards and Procedures.

“**SSAE**” means Statement on Standards for Attestation Engagements.

“**Security Accreditation Process**” has the meaning set forth in **Section 6** of this Schedule

- 2. Security Officer.** The Contractor will appoint an employee to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”).

- 3. Contractor Responsibilities.** The Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Marine Institute’s or its subcontractor possession; and
- (e) ensure that all Marine Institute Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will

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the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at [DTMB - IT Policies, Standards & Procedures \(michigan.gov\)](#).

This responsibility also extends to all service providers and Contractors with access to State Data or an ability to impact the contracted solution. Contractors responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

4. Acceptable Use Policy. To the extent that Contractor has access to the State's IT environment, Marine Institute must comply with the State's Acceptable Use Policy, see [1340.00.130.02 Acceptable Use of Information Technology \(michigan.gov\)](#). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Marine Institute's and/or subcontractor(s) or any Marine Institute Personnel's access to State systems if the State determines a violation has occurred.

5. Protection of State's Information. Contractor will:

5.1 Maintains FedRAMP authorization for all Hosted Services environments throughout the term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Marine Institute to move the Software and State Data to an alternative Hosting Provider.

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs.

5.3 ensure that the Software and State Data is securely stored, hosted, supported, administered, accessed, and backed up in the continental United States, and the data center(s) in which the data resides minimally meet Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

5.4 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.5 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the

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nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.6 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Contract Activities against “malicious actors” and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer’s users of the Contract Activities; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Contract Activities; and (iii) unauthorized access to any of the State Data;

5.7 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.8 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.9 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State’s automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor’s security controls within two weeks of the State’s request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system’s controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames and required evidence based on the risk level of the identified risk. For all findings associated with the vendor’s solution, at no additional cost, vendor will be required to create or assist with the creation of State approved POAMs, perform related remediation activities, and provide evidence of compliance. The State will make any decisions on acceptable risk, vendor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk.

7. Unauthorized Access. Contractor may not access, and must not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the scope of this Contract Activities, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to vendor from time to time.

8. Security Audits.

8.1 During the contract period, the Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with these terms.

8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Vendor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

8.3 During the Term, Contractor will, when requested by the State, provide a copy of Vendor's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Vendor's Confidential Information.

8.4 With respect to State Data, Vendor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information

security program.

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Vendor fails or has failed to meet its obligations under this **Section 8**.

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor and/or Marine Institute provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

(a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool and provide the State with a vulnerabilities assessment after Vendor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.2 Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation.

(a) For Contractor and/or Marine Institute provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application source code scans. These scans must be completed for all source code initially, for all updated source code, and for all source code for each major release and Vendor must provide the State with a vulnerability assessment after Vendor has completed the required scans.

9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified

vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and Contractor must provide the State with a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

- (a)** If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).
- (b)** Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11. Nonexclusive Remedy for Security Breach. Any failure of the Contract Activities to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

12. STATE DATA

- a. **Ownership.** The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data, user data, and any other data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth,

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address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) protected health information ("PHI") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State.

- b. **Contractor Use of State Data.** Contractor and Marine Institute is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor and Marine Institute must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; (c) keep and maintain State Data in the continental United States and (d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Marine Institute's own purposes or for the benefit of anyone other than the State without the State's prior written consent. Vendor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.
- c. **Extraction of State Data.** Contractor must, within 5 business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. **Backup and Recovery of State Data.** Unless otherwise specified in a Statement of Work, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in a Statement of Work, Vendor must maintain a contemporaneous backup of State Data that can be recovered within 2 hours at any point in time.
- e. **Loss or Compromise of Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case

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of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor and Marine Institute will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 33** are to be considered direct damages and not consequential damages.

State's Governance, Risk and Compliance (GRC) platform. Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

Data Privacy and Information Security

- a. **Undertaking by Contractor.** Without limiting Contractor's obligation of confidentiality, Contractor and Marine Institute is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be

less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.

- b. **Audit by Contractor.** No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. **Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor and Marine Institute agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. **Audit Findings.** Contractor and Marine Institute must implement any required safeguards as identified by the State or by any audit of Contractor's and Marine Institute data privacy and information security program.

13. HOSTING

Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours.

APPENDIX B – SUBMISSION FORM

1. Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the Open Call process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
GST/HST #	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Fax:	
Bidder Contact Email:	

2. Offer

The bidder has carefully examined the Open Call documents and has a clear and comprehensive knowledge of the Deliverables required under the Open Call. By submitting a bid, the bidder agrees and consents to the terms, conditions, and provisions of the Open Call, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in the completed Pricing Form (Appendix C). The bidder hereby certifies that the prices are not in excess of those charged to anyone else, including their most favored customer, for like quantity and quality of items.

3. Rates

The bidder has submitted its rates in accordance with the instructions in the Open Call and in the Pricing Form (Appendix C). The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations. Prices must include all packing, cartage and loading charges, unless otherwise specified in the Open Call.

4. Addenda

The bidder is deemed to have read and accepted all addenda issued by the Marine Institute. The onus is on bidders to make any necessary amendments to their bids based on the addenda. The bidder is required to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "**None**", on the following line:

_____. Bidders who fail to complete this section will be deemed to have not received all posted addenda and shall be deemed **non-compliant**.

5. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this Open Call.

6. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by the Marine Institute to the advisers retained by the Marine Institute to advise or assist with the Open Call process, including with respect to the evaluation of this bid.

7. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of **[**90**]** days following the Submission Deadline.

8. Execution of Agreement

The bidder agrees that in the event its bid is selected by the Marine Institute, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A (or in a form mutually acceptable to the parties) to this Open Call in accordance with the terms of this Open Call. Failure to submit this signature section will render the proposal NON-COMPLIANT and the proposal will be disqualified.

Witness

Signature of Bidder Representative

Name of Witness

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder,

**IN COMPLETING THIS PAGE AND
SUBMITTING YOUR PROPOSAL, THE
PROPONENT ACKNOWLEDGES
HAVING READ, UNDERSTOOD AND
AGREED TO THE TERMS AND
CONDITIONS OF THIS DOCUMENT**

APPENDIX C – PRICING FORM

1. INSTRUCTIONS ON HOW TO COMPLETE THE PRICING FORM

- Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- Rates quoted by the bidder must be all-inclusive and must include all labor and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Marine Institute, 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.

DESCRIPTION	MONTHLY COST	TOTAL COST (22 months)
Cloud computing server and virtual desktop environment		
	HST	
	GRAND TOTAL	

2. THE DELIVERABLES:

Cloud virtual private server and virtual desktop environment provided on a monthly basis

3. SUBMISSION REQUIREMENTS

- 1. Cover page**
Indicating Open Call number, title, date, and bidders legal name and address
- 2. Submission Form (Appendix B)**
Each bid must include a Submission Form (Appendix B)
- 3. Specification Form (Appendix A)**
As per instructions on form
- 4. Pricing Form (Appendix C)**
Each bid must include Pricing Form (Appendix C) according to the instructions contained in this Appendix.