



Portugal Cove St. Philip's

**REQUEST FOR PROPOSALS (RFP)
TERMS OF REFERENCE**

For

**INFORMATION TECHNOLOGY SERVICES
For**

TOWN OF PORTUGAL COVE-ST. PHILIP'S

JANUARY 2025

PCSP-PW-2025-01

RFP Opening: February 6, 2025, 2:30PM NST

RFP Closing: February 6, 2025, 2:00PM NST

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SUMMARY OF KEY INFORMATION

RFP TITLE	<i>Information Services</i> Proponents should use this title on all correspondence.
CONTACT PERSON	The point of contact for this RFP is: <i>Charlie Hamlyn</i> <i>Director of Public Works</i> <i>Town of Portugal Cove-St. Philip's</i> <i>Email: Charlie.hamlyn@pcsp.ca</i> <i>Phone: 709-895-8000 ext. 232</i>
ENQUIRIES	Please direct all enquiries by email to the Contact Person. Enquiries received by any other means may not be answered. Proponents are encouraged to submit enquiries at an early date to permit consideration by the Owner. Enquiries should be submitted no later than 1:30 pm on the day, that is five (5) business days before the Submission Time. The Owner may, in its sole and absolute discretion, decide to not respond to any enquiry.
SUBMISSION TIME	Submission time is 2:00 pm Newfoundland Time, February 6, 2025, or as indicated in the call for bids, or amended by addendum.
SUBMISSION LOCATION	Proposals are to be submitted to: Director of Public Works Town of Portugal Cove-St. Philip's 1119 Thorburn Road Portugal Cove-St. Philip's, NL A1M 1T6 Or Via email to: procurement@pcsp.ca

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1.0 INTRODUCTION

The Towns of Portugal Cove – St. Philip's is seeking qualified information technology professionals, to perform the necessary work associated with the scope of work presented in Appendix B. This may include after-hours services, emergency services or similar in the event of network of information loss or disruption. This will be a contract for three (3) years, with a three (3) month probationary period. At the conclusion of the term, the Town reserves the right to for extension or termination of the contract.

The Owner is requesting responses to the Request for Proposals (RFP) to select a Proponent who will undertake the scope of work identified herein. Through the RFP process, the Owner hopes to identify a Proponent with the appropriate skills, experience, and capacity to successfully carry out the scope of services detailed herein.

1.1 Project Specific Background, Description, Scope of Work, and Timeline

Refer to **Appendix A** and **Appendix B** for Project Specific Background, Description, Reporting Details, Service Equipment, Timeline, and Scope of Work.

1.2 Intellectual Property Rights

1. The Owner will retain the intellectual property rights including patents, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in the contract.
2. Proposals regarding these rights should not be submitted to the Owner in response to this Request for Proposal and will not be considered in the evaluating responses.

1.3 Other General Information

1. The Owner reserves the right to directly hire/call RFPs for Prime Consultants for specific projects outside the scope of this Request for Proposal.
2. The Owner reserves the right to amend the RFP at any time by issuing a written addendum.
3. The Owner is accepting either physical or electronic submissions for this Request for Proposal. **Proposals are to be submitted in one medium only** (either physical or electronic – not both). Only one proposal will be accepted from a proponent; submission of multiple proposals from a proponent will mean automatic rejection of all submissions from that proponent.
4. The Owner reserves the right to cancel solicitation at any time, and are not bound to accept the lowest cost, highest ranking, or any proposal.
5. Public opening of RFP will take place digitally at ID #709-895-8000 (<https://us02web.zoom.us/j/7098958000>)

2.0 RESPONSE CONTENT

It is highly advisable, but not strictly mandatory, for response content to be organized and presented in a similar manner to the Response Content outlined below for ease of review and consideration by the Evaluation Committee. It is not the responsibility of the Evaluation Committee to exhaustively search through response documents organized in other fashions to

find and evaluate content. Response Content is to fit within the section page limits indicated; supplementary appendices related to Response Content will not be considered unless they are explicitly requested in the Response Content section.

2.1 Table of Contents

1. Proposals should include a table of contents properly indicating the section and page numbers of the information included.

2.2 Executive Summary (one page)

1. Responses shall include an abstract of no more than one (1) page on the information presented in the proposal and the Proponent's unique qualifications and services.
2. Note to Proponents: Content in the Executive Summary is for summary purposes only and **will not be evaluated** in the consideration of criteria outlined in the Evaluation Chart.
3. Affirmation that any specific materials deemed by the Proponent to be Confidential, as outlined in Section 5.0, have been identified.

2.3 Project Approach (up to four pages)

The Proponent, demonstrating clear understanding, shall identify the following:

1. Project Work Plan for organizing and executing the project scope and project objectives;
2. Project Management Plan, including Stakeholder (i.e., Owner, Department, others) engagement process throughout the project, and integration of the Proponent's Quality Management Process;
3. Project Risks, Constraints, and Limitations that may impact the project delivery and success, and how they will be mitigated; and
4. Value Added Information that the Proponent specifically brings to the project.
5. In a separate appendix please provide response times based on service categories and severity (i.e. Emergency – Network Failure).

2.4 Reference Projects (one page)

1. The Proponent must provide three (3) professional references for services provided similar to the scope of work outlined in Appendix B.
2. The Town will be providing the successful Proponent with all required access and security information prior to commencement of the Service Period. All items and other information are to be returned to the Town upon completion or termination of the service period

2.5 Schedule of Rates and Fees

1. All financial information regarding professional fees including hours used to calculate fees, travel time and expenses are to be provided in the Sealed Cost of Services envelope or a separate electronic file.

2. The Proponent shall show Professional Fees calculated for each of the tasks outlined in the work plan, and further outlined in **Appendix A** and **Appendix B**. This summary should include any services not itemized but deemed necessary by the Proponent.
3. This section of the proposal should also include all required components, software or hardware and labour, to provide the scope of work outlined in Appendix B:
 - a. Network Server Support
 - b. Network Infrastructure Support
 - c. Workstation support
 - d. Software support
 - e. After hours support
 - i. Hourly rate or unit rate
 - ii. Vehicle rates if applicable
 - iii. Unit cost for support on Holiday dates

3.0 EVALUATION CRITERIA

3.1 Evaluation Process

1. Proposals will be evaluated using a two-step, two-envelope procurement bidding procedure whereby the Technical and Cost of Services responses will be submitted in two separately sealed envelopes or as two separate electronic files. Proponents will be evaluated on the technical proposal prior to the opening and evaluation of the Cost of Services proposal as detailed in Section 5 and Section 6 below.
2. Weighted Factor Table - The technical evaluation committee will use the following Weight Factor Descriptions and information supplied within the proposal to evaluate the proposal submissions:

CATEGORY	DETAILS	Score	Total Score
Team Experience	Review of reference projects provided	10	
	Project Approach	5	
	Response Times	5	
Methodology	IT Service Management	10	
	Server and Storage Services	10	
	Security Services	10	
	Cloud Services	10	
	IT Consulting	10	
Costs	Cost of services.	30	

3.2 Technical Evaluation

1. The content of proposals submitted must achieve from the evaluation committee a minimum score of 49 of the 70 points available in order to be considered further.

3.3 Financial Evaluation

1. The Proponents whose proposals meet the technical evaluation will be given a value relative to the lowest cost of services, which will be assigned a maximum value of 30. The cost of evaluation is as follows:

$$\text{Points Awarded} = \frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost Being Evaluated}} \times \text{Total Points Available for Cost}$$

4.0 SUBMISSION REQUIREMENTS

Proposals, rather than tenders, have been requested in order to afford Proponents an opportunity to demonstrate their specific expertise and potential for an innovative approach in providing services. The proposed approach should satisfy the Owner's needs in a cost-effective and timely manner.

4.1 Submission

1. Proposals must clearly show the complete company name, name, and telephone number of primary contact person(s).
2. After the closing time and date, all proposals received by the Owner become the property of the Owner.
3. For physical submissions, it is **mandatory to provide one (1) hard copy in Adobe PDF format of the technical proposal, and one (1) hard copy of the financial proposal. These must be submitted in a sealed envelope clearly marked "Proposal for Services for Information Technology Services"**, addressed to:

Mailing and Delivery Address
Director of Public Works
Town of Portugal Cove-St. Philip's
1119 Thorburn Road
Portugal Cove-St. Philip's, NL
A1M 1T6

4. For electronic submissions, it is **mandatory to provide one (1) copy of the technical proposal and one (1) copy of the financial proposal, both in Adobe PDF format. These must be clearly marked "Proposal for Information Technology Services"**, and submitted to:

procurement@pcsp.ca

5. It is mandatory that proposals are submitted using a two-envelope procurement procedure whereby proponents must submit two sealed envelopes (or separate electronic files) simultaneously, one for the Technical Proposal and one for the Cost of Services Proposal. Both envelopes must be appropriately identified as to the contents of each, and with the name of the proponent.
 - a. For physical submissions, the following wording shall also be marked on the outside of the Cost of Service envelope: “Cost of Service to be opened by Technical Evaluation Committee Only”. Any Cost of Services envelopes not appropriately identified with the aforementioned wording, and Name of the Proponent will be destroyed without opening.
 - b. For electronic submissions, the file name must begin with “COST OF SERVICE”. Any Cost of Services files not appropriately identified with the aforementioned wording will not be opened.
6. Envelopes containing proposals must be opaque, non-transparent.
7. It is mandatory that proposals must be received at the address above no later than the time (Newfoundland Time) and date indicated in the proposal call advertisement or as amended.
8. Proposals must be based on these Instructions and Terms of Reference.
9. Proposals must be in English, written in suitably readable font (Arial or Calibri font, or similar, are recommended), size 10, 11, or 12, and black in colour, on a white background.
10. Pages in excess of the section page limits (noted in Section 2) will not be considered.

4.2 Acknowledgement of Addenda

Acknowledgement of addenda received shall be included in the cover letter of the submitted proposal. Acknowledgement must be made of each numbered addendum issued; a blanket statement of acknowledgement of “All Addenda” will not be accepted.

4.3 Amendment of Proposal

Properly documented amendments to the proposal submission will be permitted up to the proposal closing time at the address above. Amendments documented by facsimile will be accepted by Tendering and Contracts. If proponents decide to amend their cost of services, submit **only the incremental change** in the amendment; do not indicate the total price.

4.4 Submission Rejection

1. Proposals received and not conforming to items outlined in this request for proposals will be returned to Proponents(s), without consideration.
2. Proposals received via facsimile machine will not be accepted.
3. For further clarity; the following table highlights Rejection Criteria for submissions:

Submission Deficiencies Possibly Resulting in Proposal Rejection	YES	NO
Submission received prior to the closing time on the date indicated.		
Submission envelopes are opaque (for physical submissions only).		
Submission indicates which contents are the Technical Proposal.		

Technical Proposal submission is clearly marked with the NAME of the proponent.		
Cost of Service submission.		
Cost of Service submission clearly marked with the NAME of the proponent.		
Submission contains one copy of Technical Proposal.		
Submission contains one copy of Cost Proposal.		
Cost Proposal Amendments, if submitted, DO NOT indicate Total Price.		
Proposal is in English, with appropriate text font and colour.		
Acknowledgement of each Addendum.		

If the answer to any of the above is "NO", the proposal can be rejected per Section 5.4.

4.5 Costs for Submission

Proponents are solely responsible for any costs or expenses related to the preparation and submission of proposals.

4.6 Owner's Property

All hard copies of proposals should be on 8 ½ inch x 11-inch format paper printed on both sides. For the purpose of clarity, the delivery schedule Gantt chart is permitted to be submitted on a single 11-inch x 17-inch sheet under the same cover as the proposal. The PDF file must be provided in a format that is readable by Adobe Acrobat.

4.7 Validity Period

The Proponent's proposal must remain valid for a period of 90 days after the date of closing date of this request for proposals.

4.8 Governing Laws

1. The laws of the Province of Newfoundland and Labrador shall govern this proposal and any subsequent contract resulting from this proposal.
2. Note that this procurement is subject to trade agreements, if applicable.

5.0 ACCESS TO INFORMATION

1. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015.
2. The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
3. **The Proponent agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. 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 subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015.**
4. By submitting a Proposal, the Proponent represents and warrants to the Owner that the Proponent has complied with applicable Laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Owner, and the use, distribution

and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP and the Competitive Selection Process.

5. For further clarification on Access to Information and Protection of Privacy disclosure requirements for Public Procurement, see the guidance document from the Office of the Information and Privacy Commissioner at the following link:
<http://www.oipc.nl.ca/pdfs/PublicProcurementActAndATIPPA2015.pdf>

6.0 EVALUATION PROCESS

1. A Technical Evaluation Committee, made up of representatives of the Owner and/or the Owner's representative, will review the proposal submissions. Based on the results of the review, the Committee will make a recommendation to the Owner on a Proponent. The Committee reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value and not necessarily the lowest cost of service. Please refer to the Evaluation Criteria outlined in Section 3.0 of the Terms of Reference. Acceptance of the recommended Proponent is subject to the approval of the Owner.
2. The Technical Committee reserves the right to conduct pre-selection meetings with Proponents, which may include a run-through of the proposal submission.
3. The successful Proponent will be required to enter into a Standard Form of Agreement between the Owner and Prime Consultant for services related to the project. The Agreement must be reviewed and approved by the Owner prior to execution.

7.0 RESERVATION OF RIGHTS

The Owner reserves the right, in its sole and absolute discretion, to:

1. Amend the scope of work of the RFP, and/or modify, cancel, or suspend the RFP at any time for any reason.
2. Accept or reject any proposal based on the evaluation of the proposal based on the guidelines in this Terms of Reference. In particular, the Owner is not obliged to select the proponent with the lowest cost.
3. Reject a proposal that fails to meet the Mandatory Requirements.
4. Waive a defect, irregularity, non-conformity, or non-compliance in or with respect to a proposal or failure to comply with the requirements of this RFP, except for Mandatory Requirements, and accept that proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the proposal null and void.
5. Reject, disqualify or not accept any or all proposals without any obligation, compensation, or reimbursement to any Proponent or any of its team members.
6. Re-advertise for new proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this work or for work of a similar nature.
7. Make any changes to the terms or the business opportunity described in this RFP.
8. Amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

8.0 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

1. Reservation of Rights to Disqualify
 - a. The Owner reserves the right to disqualify any Proponent that in the Owner's opinion has a conflict of interest or an unfair advantage (including access to any confidential

information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the Owner may consider to be in the public interest or otherwise required by the Owner.

2. Relationship and Conflict Disclosure

- a. Each Proponent, including each member of the Proponent team, shall fully disclose all relationships it may have with the Owner, or any other person providing advice or Works to the Owner with respect to the Work or any other matter that gives rise, or might give rise, to a conflict of interest or an unfair advantage at any time during the RFP Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.
- b. At the time of such disclosure, the Proponent will include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair advantage, as applicable. The Proponent will provide such additional information and documentation and implement such additional measures as the Owner may require in its sole and absolute discretion in connection with the consideration of the disclosed relationship and proposed measures.

3. The Owner May Make Advance Decisions

- a. The Owner may make advance decisions, where the Owner identifies a potential conflict or an unfair advantage. The onus is on the Proponent to clear any potential conflict or unfair advantage, or to establish any conditions for continued participation.

4. Decisions Final and Binding

- a. The decision of the Owner is final and binding on the persons requesting the ruling and all other parties including Proponents and Proponent team members. The Owner has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended or supplemented.
- b. The Owner may provide any decision by the Owner regarding conflicts of interest to all Proponents if the Owner, in its sole and absolute discretion, determines that the decision is of general application.

9.0 NO COLLUSION

1. Proponents and Proponent team members, their employees and representatives involved with their proposal will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent team member of such other Proponent) regarding the preparation, content or representation of their proposals. For subcontractors that are partnering or considering partnering with more than one Proponent, such subcontractors shall keep all pricing, strategy or other commercially confidential information discussed with one Proponent confidential in their discussion with another Proponent.
2. By submitting a proposal, a Proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent and Proponent team, represents and confirms to the Owner, with the knowledge and intention that the Owner may rely on

such representation and confirmation, that its proposal has been prepared without collusion or fraud, and in fair competition with proposals from other Proponents.

3. In the event of any collusion in contravention of this Section, the Owner in its sole and absolute discretion may at any time, but will not be required to, reject any and all proposals submitted by that Proponent without further consideration or compensation.

10.0 LIMITATION OF DAMAGES

Each Proponent on its own behalf and on behalf of the Proponent team and any member of a Proponent team:

1. Agrees not to bring any claim against the Owner or any of its respective employees, advisors or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal for any matter in respect of this RFP, including:
 - a. If the Owner accepts a non-compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP; or
 - b. If the Work or RFP process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Owner exercises any rights under this RFP; and
2. Waives any and all claims against the Owner, or any of their respective employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Owner and the Proponent for any reason, including:
 - a. If the Owner accepts a non-compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the RFP Process; or
 - b. If the Work or RFP Process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Owner exercises any rights under this RFP.

11.0 REPORTING STRUCTURE

1. The successful Proponent will report directly to the Owner, as outlined in **Appendix A**.
2. The successful Proponent shall maintain a communication structure that includes the Owner and other significant stakeholders.

12.0 ENQUIRIES

1. All enquiries regarding this RFP must be directed to the Owner, as outlined in **Appendix A**.
2. All questions should be submitted, in writing at least five (5) days prior to the closing time and date. No amendments will be issued three (3) days prior to closing, unless the Town deems necessary.
 - a. Any amendments issued within three (3) days of closing, will result in extension of closing date.
3. Any verbal representations, promises, statements or advice made by employees of the Owner other than written responses, should not be relied upon.

13.0 ELECTRONIC COMMUNICATION

1. The Owner does not assume any risk or responsibility or liability whatsoever to any Proponent:
 - a. for ensuring that any electronic email system being operated for the Owner is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
 - b. if a permitted email communication or delivery is not received by the Owner, or received in less than its entirety, within any time limit specified by this RFP.
2. All permitted email communications with, or delivery of documents by email to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

APPENDIX A – PROJECT BACKGROUND, DESCRIPTION AND REPORTING DETAILS

1.0 BACKGROUND

The Town of Portugal Cove – St. Philips (PCSP) is a municipality in the greater St. John's metropolitan area, in the Province of Newfoundland and Labrador. The land area of the Town consists of approximately 57.6 km². Data from Statistics Canada identified that the Town's population as per Census 2021, is comprised of 8,415 residents.

The goal of the Town is to provide the best service to its residents as possible; reliable and professional information technology services are an important part in allowing the Town to maintain continuity of services to its residents.

2.0 PROJECT DESCRIPTION

The Town is seeking qualified information technology professionals, to perform the necessary work associated with the scope of work presented in Appendix B. This may include after-hours services, emergency services or similar in the event of network or information loss or disruption.

3.0 REPORTING STRUCTURE

The successful Proponent will report directly to:

Charlie Hamlyn
Director of Public Works
Town of Portugal Cove-St. Philip's
Email: Charlie.hamlyn@pcsp.ca
Phone: 709-895-8000 ext. 232

The successful Proponent shall maintain a communication structure that includes the Owner and other significant stakeholders.

4.0 ENQUIRIES

All enquiries regarding this RFP must be directed to:

Charlie Hamlyn
Director of Public Works
Town of Portugal Cove-St. Philip's
Email: Charlie.hamlyn@pcsp.ca
Phone: 709-895-8000 ext. 232

All questions should be submitted in writing at least five (5) days prior to the closing time and date. Any verbal representations, promises, statements or advice made by employees of the Owner other than written responses should not be relied upon.

APPENDIX B – PROJECT OBJECTIVES AND SCOPE OF WORK

1.0 SUMMARY:

As outlined in **Appendix A**, the service will involve organizing, managing, securing, and providing technical support for our Information Technology (IT) infrastructure while providing access to information for business continuity.

2.0 GOAL:

Provide an efficient and stable environment for our Information Technology Infrastructure to assist employees in their day-to-day operations to better serve all residents and visitors to the community of Portugal Cove – St. Philip's, in a cost effective and efficient manner.

3.0 SCOPE OF WORK:

The successful Proponent will be required to provide a range of services relating to the delivery of these project(s).

Duties of Information Technology and Support Services – Portugal Cove-St. Philips

- 1. IT Service Management:** Providing efficient and secure IT infrastructure and services including server management, network management, system maintenance, email management, workstations, service requests, and other applicable systems or devices
- 2. Server and Storage Services:** Provisioning, configuring, and managing servers including server deployment, virtualization, backup and recovery, and server performance optimization
- 3. Security Services:** Provide protection of computer software, systems, and networks from threats that can lead to unauthorized information disclosure, theft or damage to hardware, software or data, as well as from the disruption or misdirection of the services they provide
- 4. Antivirus Management:** Regularly update and monitor our information technology infrastructure for threats of viruses, adware and spyware
- 5. Hardware Upgrading:** Aid in upgrading existing or implementing new hardware including workstations, servers, network devices and other applicable devices
- 6. Helpdesk Support:** Provide prompt and accurate support in troubleshooting end user's issues including, but not limited to, software, hardware, printing, email, and network
- 7. Software Licensing and Renewal:** Manage new and existing software licenses and notify the Director of Public Works of upcoming or outstanding renewals
- 8. Patch Management:** Apply critical updates to network systems to ensure they remain secure and stable
- 9. Cloud Services:** Monitor the health, availability and usage of cloud resources and properly maintain cloud storage and services.

10. Remote Work Enablement: Provide and maintain services that enable employees to effectively work remotely (Sonic Wall, VPN services etc.)

11. IT Consulting: Provide the organization and end-users with guidance, education, solutions and recommendations on issues or inquiries.

Additional Items & Future Considerations

- Accommodating scalability and flexibility for futureproofing
- Server migration/upgrading (may occur for security concerns, equipment failures, outdated servers and other factors)
- Provide updates and recommendations on newer technologies and services that may increase productivity, security, networking and other IT components
- Proponent must carry valid CompTia A+ certification.

4.0 EQUIPMENT

The proponent shall provide all necessary equipment and components related to information technology services, such as but not limited to laptops or computers, tablet devices, diagnostic hardware or software, server and networking hardware.

To maintain compliance with the Public Procurement Act SNL 2016, Chapter P-41.001, the Town may require some services and goods to be quoted, exclusive of this RFP.

The proponent shall be responsible for all items necessary to provide the services outlined above, including transportation.

5.0 AGREEMENT FOR SERVICES:

The agreement for services will be adjusted for the scope of work undertaken if it differs from the statement herein. The proponent will be responsible for providing contact information for after hours or emergency contacts, any required personal protective equipment (i.e. hard hat, steel toe boots, etc..) that may be required during service calls to the Town. Fees should be estimated using industry standards for the following, but not limited to, opening of service tickets, service calls, onsite service calls, after hours or emergency services, overtime calls and shift differentials.

For the purpose of proposal submissions, please provide an hourly rate or flat fee for all services inclusive of but not limited to opening of service tickets, service calls, onsite service calls, after hours or emergency services, overtime calls and shift differentials, repair or diagnostic service for Town owned technology.

All safety measures respecting personnel hazards recommended by the National and Provincial codes and/or prescribed by the authorities having jurisdiction shall be observed at all times. All responsibility for safety shall remain with the contractor.

All operations of the successful Proponent shall be in compliance with the Provincial and Town Occupational Health and Safety Regulations.

The successful Proponent shall furnish a Certificate from Workplace NL indicating its compliance with all the requirements of the Commission.

The successful Proponent shall protect themselves and indemnify and save the Town from any and all claims which arise from the Proponent's operations under the contract where bodily injury, death or property damage is caused and for this purpose shall without restricting the generality of the foregoing maintain insurance with Public Liability. The Town of Portugal Cove – St. Philips shall be co-insured. Such insurance shall remain in full force and effect for the duration of the contract. The successful Proponent shall furnish a copy of the policy before the work begins.

The successful Proponent shall provide certification from an Insurance Company, licensed to do business in the Province of Newfoundland & Labrador, or its agent giving the following details of a Comprehensive or General Liability Policy:

1. Company's Name;
2. Policy Number;
3. Minimum limit of \$2,000,000.00 inclusive for all claims for Bodily Injury or Property Damage arising from one accident. Reduced limits for any part of the coverage is not acceptable.