



Open Calls for Bids Invitation to Tender

DATA DOMAIN 9300

TENDER # 2019-0126

Tender Issue Date: August 14, 2019

Tender Closing Date: September 9, 2019

Tender Closing Time: 10:00 Hours (10:00 AM) NL Time

Closing Location:

NL Centre for Health Information

Reception Area

70 O'Leary Avenue

St. John's, NL, A1B 2C7

All questions related to this Open Call must be directed via email to:

open.calls@centralhealth.nl.ca

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1.0 INTRODUCTION

Central Regional Health Authority (Central Health) is administering this Tender on behalf of the NL Centre for Health Information (NLCHI) to provide bids for Data Domain 9300. This will be in accordance with the specifications and requirements set out in Appendix A, as well as the Public Procurement Act.

1.1 Background

The Newfoundland and Labrador Centre for Health Information (NLCHI) is a Provincial crown agency governed by a Board of Directors and managed by a President and Chief Executive Officer. NLCHI provides quality information to health professionals, the public, researchers and health system decision-makers to enhance the health and well-being of persons in the province. Through collaboration with the health system, NLCHI supports the development of data and technical standards and provides analytic, evaluation and information management services that support health care delivery, health system management, performance measurement and monitoring, program planning, policy and decision-making and research. NLCHI's mandate also includes the development, implementation and operation of a confidential and secure provincial electronic health record (EHR) and provincial health information systems.

NLCHI's vision is improved health through quality health information.

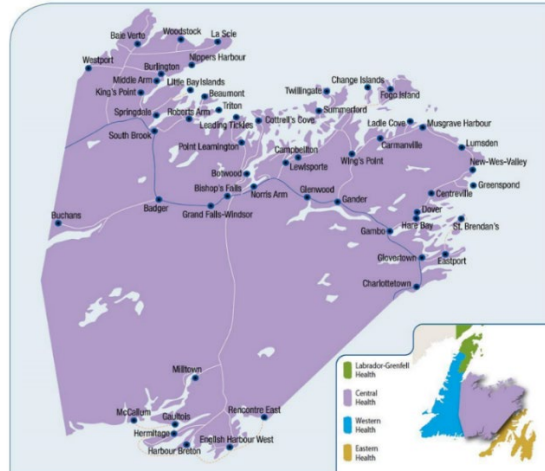
For more information on the Newfoundland and Labrador Centre for Health Information, please visit www.nlchi.nl.ca

1.2 Provincial Shared Services Model

On July 20, 2017, the provincial Government announced that it would implement a province-wide shared services model for supply chain management in the health care system. The new model combines the Supply Chain departments from each of the five Health Organizations into one department, led by Central Health, with the directive of providing exceptional, consistent and trusted strategic sourcing and procurement services through collaborative partnerships with all stakeholder and managed supplier relationships to drive value and stewardship for the health system.

Central Health is the second largest health region in Newfoundland and Labrador serving a population of approximately 94,000 in 177 communities. The service district extends from Charlottetown in the east, Fogo Island in the northeast, Harbour Breton in the south to Baie Verte in the west. This geographical area encompasses more than half of the total landmass of the island and services nearly 20 per cent of the provincial population.

Within Central Health, there is a diverse array of primary, secondary, long term care, community health and various enhanced secondary services. These are provided through 35 community health offices, 13 health care facilities, including two regional referral centres, six community health centres and five long term care facilities.



2.0 INSTRUCTIONS TO BIDDERS

2.1 Definitions

- a) *Open Call for Bids (Open Call)*: A document that solicits proposals to satisfy an organization's specific requirements for a specific commodity, as defined by the Public Procurement Act, that the organizations will need in the future. May be in the form of a Request for Proposal (RFP) or an Invitation to Tender.
- b) *Invitation to Tender (Tender or ITT)*: The Invitation to Tender is the most common format used by public bodies when acquiring goods, services, lease of space or public works. The Tender is a legally binding document in which the rules for bidding are clearly defined. The Tender focuses on the evaluation predominantly on price, specifications, terms and conditions and delivery requirements, and the successful bidder is normally the lowest priced bidder.
- c) *Bid*: a Bidder's written offer to provide the required goods or services at a given price or rate, or any similar document in reply to an Open Call for Bids. May also be referred to as a proposal, quotation, or submission.
- d) *Bidder*: any person, business, corporation or other legal entity that submits a Bid.
- e) *Compliant Bid*: A Bid that has met all mandatory conditions and requirements as set out in the Open Call for Bids.
- f) *Central Health*: A Regional Health Authority facilitating the RFP on behalf of the other Health Organizations.
- g) *Health Organizations*: The four Regional Health Authorities (RHAs) for the Province of Newfoundland and Labrador together with the Newfoundland and Labrador Centre for Health Information (NLCHI).
- h) *Successful Bidder*: means the Bidder who has been awarded the Open Call for Bids by Central Health.

- 2.2 Bids must be legible, complete and must include the Tender number and name. The Bid must also identify the Bidder name and address and supply all information as requested in the tender document. Incomplete or illegible Bids are subject to rejection.

- 2.3 All parties that submit a Bid must read the Terms and Conditions as outlined in this document. Submission of a Bid indicates that you have read and understood Central Health's Terms and Conditions and that you accept and agree to be bound by all Terms and Conditions.
- 2.4 **The words "may" "could" or "should" denote the permissive. The words "must" "shall" or "will" denote the mandatory.**
- 2.5 Bids must be signed by an appropriate authorized official of the firm submitting the Bid.
- 2.6 Bidders must not alter any portion of this document with the exception of adding the information requested by the Invitation to Tender. Bids containing clauses additional to the Tender that are "qualified" or "conditional" may be rejected.
- 2.7 The **successful Bidder** will be required to sign the Privacy and Confidentiality Oath Agreement as set out in Schedule "D".
- 2.8 **Pricing**

Bidders **must** complete and submit the Bid Sheet as set out at Schedule "B". Type or legibly print the information required on the Bid Sheet. All questions or areas on the Bid Sheet must be answered, even if it is only to indicate that the referenced item is not available; blank items will be assumed to be unavailable and may result in rejection of the Bid. Where yes/no questions are asked and the space is left blank by the Bidder, the assumption will be that the answer to the question is no.

Where the price summaries of the Bid Sheet do not fully explain the cost implications of an item, the Bidder shall email open.calls@centrahealth.nl.ca to request clarification.

All prices must be stated in Canadian dollars. All prices should be extended and totaled. The extended price is derived by multiplying the unit price by the quantity of units required.

In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the Bid evaluation and contract administration.

Do not include any Provincial or Federal sales taxes in the price.

Shipping, cartage, loading, insurance and handling charges must be included in the total price. If these charges have not been stated specifically, it will be assumed that they have been included in the Bid price, i.e. FOB to the destination(s) listed in the Tender. Central Health will not assume responsibility for any goods or services until they have been delivered to the destination(s) specified in the Tender document.

The Bid price(s) must be fixed for the duration of the contract period. Failure to fulfill a contract on the part of a vendor may result in that vendor being prevented the opportunity to re-bid that contract for a period of one (1) year.

2.9 Bid Submission, Revision & Withdrawal

It is the Bidders' sole responsibility to ensure their Bid is received when, where and how it is specified in this document. Central Health is not responsible for lost, delayed, misplaced or incorrectly delivered Bids.

Bidders should submit one original paper copy of the Bid and one electronic copy of the Bid in pdf format on a flash drive duly marked with the Open Call for Bids Number. The electronic copy must contain all of the information submitted on the original paper copy.

Submission of the Bid to Central Health should be done as follows:

- a) Bids sent by courier or boxes must be clearly labeled as "OPEN CALL FOR BIDS" on the outside packaging;
- b) Bids sent by courier or boxes must contain within the courier packaging an outer envelope and an inner envelope as set out in c) and d) below;
- c) An outer envelope clearly marked on the outside with the Name of the Open Call for Bids Name, Number, Bidder Name and Bidder Phone Number;
- d) An inner envelope containing the Bid;
- e) If Bids are submitted in two envelopes that are not clearly marked, Central Health cannot guarantee that these Bids will be at the opening or remain unopened until after the close.

Bids will be received up to 10:00:00 Hours (10:00:00 AM) Newfoundland Time, on Friday, **September 9, 2019**. The time for the closing will be determined according to the clock in the reception area of the NL Centre for Health Information, whether accurate or not. Bids received after the closing time will not be considered.

Bids will be opened at 10:30:00 Hours (10:30:00 AM) Newfoundland Time on Friday, **September 9, 2019**. The time for the opening of Bids will be determined according to the clock in the reception area of the NL Centre for Health Information, whether accurate or not. You can attend this public opening by phone at:

Participant Pass-Code: **0729002**
Dial-in Number(s): **1.866.971.4046**

Bids shall be addressed and delivered to:

Attn: Open Call for Bids
Shared Services – Supply Chain Department
NL Centre for Health Information
70 O'Leary Avenue
St. John's, NL, A1B 2C7

Bids submitted by email or facsimile will not be accepted.

The Corporation Act of Newfoundland and Labrador requires that an extra-provincial company be registered before it begins or carries on business in the Province. If a Bidder's company is not-registered, Central Health reserves the right to require registration in Newfoundland and Labrador as a condition of the contract.

Bid revisions, changes, and alterations will be accepted by Central Health provided they are received prior to the closing date and time of the Tender. Bid revisions, changes and alterations may be made only by completing a new Bid to Central Health.

Where a Bidder submits multiple Bids to a Tender, each successive Bid will nullify and replace any previous Bids.

Bidders may withdraw their Bid at any time, prior to the closing date & time of the Tender, by submitting an email to open.calls@centrahealth.nl.ca. All withdrawn Bids will be shredded by Central Health.

2.10 **Enquiries**

During the Tender process, no communications are to be made with any employees of the Health Organizations with respect to the Tender.

All questions shall be directed to the RFP's Administrator at: open.calls@centralhealth.nl.ca.

The Supply Chain department will be the only official source of information regarding this Invitation to Tender and information from any other source shall be considered unofficial and may not be correct. Information, offers or commitments from any other source, including Central Health employees, shall not be binding on Central Health.

Oral responses to questions will **not** be provided. Responses to written questions will be posted as addenda on the website: <https://www.nlchi.nl.ca/index.php/procurement-opportunities>. It is the Respondent's responsibility to ensure they have all relevant information by regularly checking the web site. Central Health will not disclose the source of any questions submitted by Respondents.

Questions will be received until 16:00:00 Hours (4:00 PM) Newfoundland Time on Friday, August 23, 2019. Any communication or questions concerning the Tender that are received after this deadline will not be replied to.

All award information will be posted on the Centre's website, after award.

2.11 **Contract Participation of the Shared Service Health Organizations**

The successful respondent(s) will be required to allow any or all of the Health Organizations (Eastern Regional Health Authority, Western Regional Health Authority,

Labrador-Grenfell Regional Health Authority, Central Regional Health Authority, and NL Centre for Health Information) to avail of the goods and/or services outlined in the Tender.

The scope of this Tender is focused on the unique requirements of the Centre. Due to this, each Health Organization will negotiate a new contract under a separate set of terms and pricing.

3.0 EVALUATION, REJECTION AND ACCEPTANCE OF BIDS

Bids that meet the mandatory criteria as set out in this Tender will be further evaluated. Bids not meeting all the mandatory criteria will be rejected and not considered.

3.1 Delivery

Where the Tender includes a mandatory delivery schedule, Central Health will assume that the Bidder can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).

Time is of the essence, and delivery schedule(s) are legally binding. Central Health reserves the right to assess penalties or cancel awards to Bidders who fail to meet the stated delivery or completion dates.

All equipment/goods delivered are subject to inspection and test within a reasonable time after delivery to Central Health premises. In the event of a defective product Central Health reserves the right to return it to the vendor for full credit.

3.2 Quality of Goods

Unless otherwise stated in the Tender, all material and goods included in the Bid must be new. Used, refurbished, obsolete, discontinued or demonstrator items must only be proposed if the Tender specifically requests or otherwise states that such goods will be allowed.

By submitting a Bid, the Bidder guarantees that, unless the Tender specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Bid or will be provided at no additional charge to Central Health.

Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses, or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultant.

During the term of the contract, no product will be substituted for another without mutual agreement of both parties. In the event of a substitution, the price of the replacement product shall not exceed the price of the original Bid. In the event that the vendor is unable to supply a contracted product or approved substitute during the term of

the contract, the vendor will be responsible to pay the price differential between the Bid price and the price paid for an alternate product.

Where applicable, all equipment must be certified by the appropriate regulatory agencies (e.g. Canadian Standards Association, Communications Canada, Transport Canada, Canadian Gas Association, Health Canada etc.).

The Bidder warrants that there are no patents, trademarks or other rights restricting the use, repair or replacement of the goods and services furnished or any part thereof. The Bidder agrees to indemnify and save harmless Central Health from and against all claims filed or prosecuted in any manner because of such use, repair or replacement of the goods or services being a violation of any patent, trademark or other right.

The Bidder warrants title to equipment or goods supplied and warrants them free from defects or imperfections and will indemnify and hold Central Health harmless against any and all suits, claims, demands and expenses or any claim by third parties in and to the equipment or goods supplied to Central Health.

Central Health reserves the right to conduct evaluations of goods and products prior to awarding the contract.

3.3 **Cleaning, Disinfection and Sterilization**

Products purchased by Central Health should meet cleaning, disinfecting standards and sterilization that Central Health requires:

- a) Cleaning and disinfection or sterilization instructions for the device **must be** included with the Bid, for review and approval by our Medical Device Reprocessing and/or IPAC team and or OHS&R;
- b) A detailed listing of cleaning detergents, enzymatics and disinfectants validated for use with devices **must be** provided with the Bid, for review of compliancy and approval by our IPAC team;
- c) Devices that require a low level cleaning/disinfecting **must be** compatible with accelerated hydrogen peroxide 0.5% as a cleaner/disinfectant;
- d) On-site reprocessing education with MDR representatives must be provided, at a time mutually agreed upon;
- e) Verification that Central Health can meet the manufacturer's instructions for reprocessing must be documented prior to Central Health's use of the Product.

3.4 **Right to Reject Bids**

Failure to comply with any of the mandatory terms or conditions contained or referenced in the Tender will result in the rejection of the Bid.

All of the terms, conditions and/or specifications stated or referenced in the Bid are assumed to be accepted by the Bidder and incorporated into the Bid.

Central Health reserves the right to split the award of the Tender amongst Bidders as deemed in the best interests of Central Health.

Issuing a Tender implies no obligation on Central Health to accept any Bid, or a portion of any Bid submitted. The lowest or highest ranking, or any Bid may not necessarily be accepted.

An Invitation to Tender may be cancelled in whole or in part without penalty when:

- a) the Bid(s) exceeds the funds allocated for the purchase;
- b) there has been a substantial change in the requirements after the Tender has been issued;
- c) information has been received by Central Health after the Tender was issued that Central Health believes would alter the procurement;
- d) there was insufficient competition in order to provide the level of service, quality of goods or pricing required.

Central Health will be the sole judge of whether there is sufficient justification to cancel any Tender.

No action or liability will lie against Central Health in the exercise of its rights under this section.

At its sole discretion, Central Health reserves the right to reject any or all Bids received, or a Bid containing a unit price or prices that Central Health in its sole discretion deems unreasonable or unbalanced. Central Health is not under any obligation to award a contract and reserves the right to terminate the Tender process at any time, and to withdraw from discussions with all or any Bidders who have responded.

A Bid can contain minor omissions or irregularities but remain capable of acceptance if it, in the opinion of Central Health, substantially complies with the Tender requirements.

The award of this contract, if any, will be based on Central Health's evaluation that results in a Bid that is determined to be the "Best Value" to Central Health. Best Value may include, but is not limited to; total contract price, delivery, quality, warranty, environmental, fair trade/ethical considerations, qualifications and experience of Bidder in providing similar services. Central Health may consider the Bidder's ability to comply and perform the specifications as set out in this Tender or additional criteria that Central Health may deem relevant, so as to provide "Best Value" to Central Health whether or not it is the lowest Bid.

At its sole discretion, Central Health reserves the right to award in part or whole.

At its sole discretion, Central Health reserves the right to clarify any Bid after the closing date, the right to request clarification or additional information from a Bidder with respect to any Bid, and Central Health may make such requests to selected Bidders. Central Health may consider such clarification or additional information in evaluating a Tender. Such clarification(s) will not be construed as correction, revision or negotiation.

Central Health may reject, without further explanation, the Bid of any Bidder who has prematurely terminated a contract or who has had a contract terminated for cause in the past twelve (12) months.

3.5 Acceptance of Bid

A Bid is deemed to be accepted by Central Health upon the receipt by the successful Bidder of written notice of acceptance from the Shared Services Supply Chain Department.

The Shared Services Supply Chain Department will be the only official source of notification of award. Any notification of award from any other source will be considered unofficial and may not be correct. Notification of award from any other source will not be binding upon Central Health.

After the contract is executed by all parties, the name of the Successful Bidder and the Bid price will be publicly released. The information will be posted at the Central Health website. Award information will only be made available for ninety (90) days after the award date.

4.0 GENERAL CONDITIONS

4.1 Unless the Tender documents specifically state otherwise, the Tender document, all Bids and any subsequent contract will be construed and interpreted in accordance with the laws of Newfoundland and Labrador.

4.2 Bidders agree to comply with all applicable laws, regulations and standards including all labour, occupational health and safety and worker compensation requirements of the Province of Newfoundland and Labrador.

4.3 Addenda

Addenda issued to this Tender will be posted on the Centre's website at <https://www.nlchi.nl.ca/index.php/procurement-opportunities>

Central Health assumes no responsibility for notifying individual Bidders of the existence of addenda. Bidders are advised to check for amendments on Central Health's website up to the closing date and time. Upon submitting a bid, each Bidder will be deemed to have received notice of all Addenda that have been issued.

Each addendum will be incorporated into and become part of this document. No amendment of any kind to the Tender is effective unless it is contained in a written addendum issued by Central Health.

Any addendums added within seven (7) calendar days of the Tender closing (including on closing day) will extend closing by a reasonable period to be determined by Central Health.

4.4 Liability for Errors

Central Health, its employees and agents shall not be held liable or accountable for any error or omission in any part of this Tender or response to Bidder's questions.

4.5 Bidder's Costs

All costs associated with the preparation and submission of the Tender including any costs incurred by the Bidder after the closing of the Tender, will be borne solely by the Bidder.

4.6 Limitation of Damages

The Bidder, by submitting a Bid, agrees that it will not claim for damages, for whatever reason, relating to the contract or in respect of the competitive process in excess of the amount equivalent to the reasonable costs incurred by the Bidder in preparing its bid. The Bidder by submitting a Bid waives any claim for loss of profits if no contract is made with the Bidder.

4.7 Firm Pricing

Prices will be firm for the entire Contract term.

4.8 Subcontractors

If a Bidder intends to use sub-contractors, the Bidder must include the names of the subcontractor(s) and the portions of the Services the subcontractor will perform in the Bid. No Contract will be awarded to a Bidder who substantially assigns all of the services to a subcontractor, as solely determined by Central Health.

If subcontractors are named, work must be carried out by the named subcontractor and substitution of others will not be allowed without prior approval of Central Health.

4.9 Right to Postpone or Cancel the Tender Process

Central Health reserves the right in its sole discretion to postpone or cancel this Tender process at any time and may in its discretion, elicit offers from other parties (whether or not such parties have responded to this Tender or engage in another procurement process, including re-issuing a substantially similar Tender or negotiating with any party if:

- a) Only one Bid is received;
- b) A suitable Bidder has not been selected;
- c) All Bids exceed Central Health's set budget for the Product/Services; or

- d) Contract negotiations have not been reached within a reasonable time as solely determined by Central Health.

4.10 **Bid Validity**

Bids shall be irrevocable and shall remain open for acceptance by Central Health for at least ninety (90) calendar days after the “closing date and time”. Central Health may elect to extend the Bid validity duration beyond ninety (90) calendar days with written notice to the Bidders.

4.11 **Ownership of Bid and ATIPPA**

This procurement process is subject to the **Access to Information and Protection of Privacy Act, 2015**.

The bidder 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 bidder, 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**.

All Bids, including attachments and any documentation, submitted to and accepted by Central Health in response to this Tender become the property of Central Health. A Bidder’s Bid package may be subject to disclosure under the *Access to Information and Protection of Privacy Act, 2015*. By submitting a Bid, the Bidder agrees to the appropriate disclosure of the information supplied, subject to the provisions of the Act. Central Health cannot guarantee the confidentiality of the content of any Bid after the closing of the Tender.

During the delivery and installation of goods and/or services, the Bidder or the Bidder’s employees may have access to confidential information belonging to Central Health or the patients/clients of Central Health. Should this occur, the Bidder must ensure that Central Health is promptly notified and that such information is not released to any third party or unauthorized individuals. Failure to comply may result in termination of the contract.

4.12 **Tender Document Prevails**

The terms, conditions and specifications of this Tender document will prevail over any terms and conditions submitted by any Bidder.

4.13 **Trade Agreements**

If applicable, this procurement process is subject to trade agreements (i.e. Atlantic Procurement Agreement and Agreement on Internal Trade).

5.0 CENTRAL HEALTH POLICIES

5.1 Waste Reduction

In order to contribute to waste reduction and promote environmental protection, Central Health will endeavor to acquire goods and services that support these principles. Therefore, product(s) quoted should (without reducing the quality of the product, without negatively affecting the intended use of the product, and without significantly increasing the acquisition cost):

- a) Minimize the level of post-consumer waste and/or maximize recyclable content
- b) Minimize packaging
- c) Maximize energy efficiency
- d) Maximize the potential for recycling
- e) Minimize disposal cost
- f) Minimize environmental hazards

5.2 Smoke Free

Central Health has a Smoke Free Environment Policy which prohibits the use of all tobacco products on properties owned or leased by Central Health including grounds, parking lots (vehicle parked therein) and all buildings. This policy applies to all persons using the facilities. All vendors and contractors of Central Health are expected to abide by this policy as well.

5.3 Scent Safety

Central Health has a Scent Free Policy in place which applies to all users of Central Health facilities. All vendors and contractors are expected to abide by this policy as well. Central Health will acquire products or services that are environmentally friendly and fragrance-free.

Schedule "A" - Specifications

Central Health, on behalf of NLCHI, invites interested vendors to provide bids on Data Domain 9300.

- **Please see the Schedule B for a detailed list of the items to be provided through this Tender.**

I have read and understood each of the addendums posted to the web site relative to this tender Yes No

I agree with **all** of the terms and conditions referenced in this tender Yes No

Schedule "B" – Bidding Sheet

Bidders must complete and submit the Bid Sheet (next page). Type or legibly print the information required on the Bid Sheet. All questions or areas on the Bid Sheet must be answered, even if it is only to indicate that the referenced item is not available; blank items will be assumed to be unavailable and may result in rejection of the Bid. Where yes/no questions are asked and the space is left blank by the Bidder, the assumption will be that the answer to the question is no.

NL Centre for Health Information reserves the right to order a different quantity of products than what is listed in the tender (no new products will be added).

Bidding Sheet
Data Domain 9300
Open Call # 2019-0126

Item	Description	Qty	Unit Price	Total Cost
DD9300				
SYSTEM	DD9300 SOLUTION	1		\$0.00
C-DD9300SSDBASEKIT	DD9300 BASE KIT -SSD	1		\$0.00
DD9300-CTL	SYSTEM DD9300 CTL NFS CIFS	1		\$0.00
DD9300	SYSTEM DD9300 NFS CIFS	1		\$0.00
C-10GBTM4P-NF	DD 10GBASE T IO MODULE 4PORT	1		\$0.00
C-FLDIN9300	DD9300 OPTION - FIELD INSTALL KIT	1		\$0.00
C-DS60-4-240S-G3	OPT DS60 SHELF 60X4TB SAS HDD G3	2		\$0.00
C-DD9300EXPKIT	DD9300 OPTION - EXPANSION KIT DIMM	1		\$0.00
C-DD9300SSDEXPKIT	DD9300 OPTION - EXPANSION KIT SSD	1		\$0.00
M-PSP-HW-DD-DD1	PROSUPPORT PLUS HARDWARE SUPPORT (5 years)	1		\$0.00
Subtotal				\$0.00
DDOS-61	DD OS 6.1=IA	1		\$0.00
458-001-913	DD9300 SSD CAPACITY LICENSE	1		\$0.00
456-111-330	FS 800GB 0.8TB RAW=CF	8		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00
458-001-418	DD9300 OPERATING ENVIRONMENT SOFTWARE	1		\$0.00
456-109-751	LICENSE BASE DD OE DD9300=IA	1		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00
458-001-912	DD9300 RAW SHELF CAPACITY LICENSE	1		\$0.00
456-111-963	DS60 4TB ACT 60TB RAW=CB	8		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00
458-001-800	DD SOFTWARE=CB	480		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00
458-001-801	DD BOOST SOFTWARE OPTION=CB	480		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00
458-001-802	DD REPLICATION SOFTWARE OPTION=CB	480		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00
458-001-915	DD9300 STORAGE MIGRATION LICENSE	1		\$0.00
456-111-969	LIC DD STORAGE MIGRATION=IA	1		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00
Subtotal				\$0.00
ProDeploy				
PS-BAS-DDSM	DD SHELF MIGRATION	1		\$0.00
PS-PD-DDBMSADP	PD FOR DATA DOMAIN BOOST MICROSOFT APPS	1		\$0.00
PS-PDAD-DDDSAIN	PD ADDON, DD DS SHELF INSTALL	2		\$0.00
PS-PD-DDIBDP	PD FOR DATA DOMAIN (BASE)	1		\$0.00
Subtotal				\$0.00
DPS SUITE 20 TB				
SYSTEM	DATA PROTECTION SUITE SOLUTION	1		\$0.00
458-002-441	DATA PROTECTION SUITE FOR BACKUP	1		\$0.00
456-110-557	CLOUDBOOST V2 CLIENT FOR DPS ENABLER=CA	1		\$0.00
456-107-280	DPS FOR BU DP SEARCH ENABLER=CA	1		\$0.00
456-110-556	CLOUDBOOST V2 VM 2TB FOR DPS ENABLER=CA	1		\$0.00
456-113-605	CLOUDBOOST AZURE DPS ENABLER=CA	1		\$0.00
456-112-957	AVAMAR H DPS BACKUP ENABLER=IA	1		\$0.00
456-111-314	PROTECTPOINT FOR VMAX ENABLER=CA	20		\$0.00
456-113-334	PROTECTPOINT VRP ENABLER BASE=CA	20		\$0.00
456-109-801	ENTERPRISE COPY DATA MANAGEMENT BASE=CA	20		\$0.00

P-R3-201601

Item	Description	Qty	Unit Price	Total Cost
456-111-237	HADOOP APPLICATION AGENT=CA	20		\$0.00
456-110-128	DPSAPPS RP ENABLER BASE=CA	20		\$0.00
456-106-112	EMC BACKUP SUITE DPA ENABLER-B=CB	20		\$0.00
456-113-086	NW 9.2+ DPS CAP ENABLER=CA	20		\$0.00
456-105-080	DATA PROT SUITE BACKUP 11-50TB=CA	20		\$0.00
456-111-358	LIC DD ENABLER DDBEA PROTECTPOINT=IA	2		\$0.00
M-PS-SW-DD-M1	PROSUPPORT W/NBD-SOFTWARE SUPPORT (5 years)	1		\$0.00
458-001-993	VREALIZE DP EXTENSION 4.0	1		\$0.00
456-112-133	VREALIZE DP EXTENSION 4.0=IA	1		\$0.00
M-PS-SW-DD-H1	PROSUPPORT W/NBD-SOFTWARE SUPPORT (5 years)	1		\$0.00
458-002-060	DPA SINGLE FEDERATED REPORTING SERVER	1		\$0.00
456-112-408	DPA SINGLE FED REPORTING SERVER=IA	1		\$0.00
M-PS-SW-DD-M1	PROSUPPORT W/NBD-SOFTWARE SUPPORT (5 years)	1		\$0.00
458-002-386	DATA PROTECTION CENTRAL MID=CA	1		\$0.00
M-PS-SW-DD-M1	PROSUPPORT W/NBD-SOFTWARE SUPPORT (5 years)	1		\$0.00
458-002-008	DPS FOR APPS SOFTWARE	1		\$0.00
456-113-606	PROTECTPOINT POWERMAX ENABLER=CA	20		\$0.00
456-106-406	DPS FOR BU DDBOOST FOR APPS ENABLER=CA	20		\$0.00
456-112-172	FILE SYSTEM AGENT=CA	20		\$0.00
456-112-170	MICROSOFT APPLICATION AGENT=CA	20		\$0.00
456-113-618	DD BOOSTFS ENABLER=CA	20		\$0.00
456-112-171	DATABASE APPLICATION AGENT=CA	20		\$0.00
456-113-089	ORACLE RMAN AGENT=CA	1		\$0.00
456-113-090	ORACLE RMAN AGENT 10G_RESTRICTED=CA	1		\$0.00
M-PS-SW-DD-M1	PROSUPPORT W/NBD-SOFTWARE SUPPORT (5 years)	1		\$0.00
ADS-OPT-DD-CF	DATA DOMAIN BACKUP TARGET	1		\$0.00
M-PS-SW-DD-M1	PROSUPPORT W/NBD-SOFTWARE SUPPORT (5 years)	1		\$0.00
Subtotal				\$0.00
DD9300				
SYSTEM	DD9300 SOLUTION	1		\$0.00
C-DD9300SSDBASEKIT	DD9300 BASE KIT -SSD	1		\$0.00
DD9300-CTL	SYSTEM DD9300 CTL NFS CIFS	1		\$0.00
DD9300	SYSTEM DD9300 NFS CIFS	1		\$0.00
C-10GBTM4P-NF	DD 10GBASE T IO MODULE 4PORT	1		\$0.00
C-FLDIN9300	DD9300 OPTION - FIELD INSTALL KIT	1		\$0.00
C-DS60-4-240S-G3	OPT DS60 SHELF 60X4TB SAS HDD G3	2		\$0.00
C-DD9300EXPKIT	DD9300 OPTION - EXPANSION KIT DIMM	1		\$0.00
C-DD9300SSDEXPKIT	DD9300 OPTION - EXPANSION KIT SSD	1		\$0.00
M-PSP-HW-DD-DD1	PROSUPPORT PLUS HARDWARE SUPPORT (5 years)	1		\$0.00
Subtotal				\$0.00
DDOS-61	DD OS 6.1=IA	1		\$0.00
458-001-913	DD9300 SSD CAPACITY LICENSE	1		\$0.00
456-111-330	FS 800GB 0.8TB RAW=CF	8		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00
458-001-418	DD9300 OPERATING ENVIRONMENT SOFTWARE	1		\$0.00
456-109-751	LICENSE BASE DD OE DD9300=IA	1		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00
458-001-800	DD SOFTWARE=CB	480		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00
458-001-912	DD9300 RAW SHELF CAPACITY LICENSE	1		\$0.00
456-111-963	DS60 4TB ACT 60TB RAW=CB	8		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00

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Item	Description	Qty	Unit Price	Total Cost
458-001-801	DD BOOST SOFTWARE OPTION=CB	480		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00
458-001-802	DD REPLICATION SOFTWARE OPTION=CB	480		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00
458-001-915	DD9300 STORAGE MIGRATION LICENSE	1		\$0.00
456-111-969	LIC DD STORAGE MIGRATION=IA	1		\$0.00
M-PSP-SW-DD-DD1	PROSUPPORT PLUS SOFTWARE SUPPORT (5 years)	1		\$0.00
Subtotal				\$0.00
ProDeploy				
PS-BAS-DDSM	DD SHELF MIGRATION	1		\$0.00
PS-PD-DDBMSADP	PD FOR DATA DOMAIN BOOST MICROSOFT APPS	1		\$0.00
PS-PDAD-DDDSAIN	PD ADDON, DD DS SHELF INSTALL	2		\$0.00
PS-PD-DDIBDP	PD FOR DATA DOMAIN (BASE)	1		\$0.00
Subtotal				\$0.00
40 SOCKETS				
SYSTEM	DATA PROTECTION SUITE SOLUTION	1		\$0.00
458-002-060	DPA SINGLE FEDERATED REPORTING SERVER	1		\$0.00
456-112-408	DPA SINGLE FED REPORTING SERVER=IA	1		\$0.00
M-PSM-SW-DD-M1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE (5 years)	1		\$0.00
458-002-386	DATA PROTECTION CENTRAL MID=CA	1		\$0.00
M-PSM-SW-DD-M1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE (5 years)	1		\$0.00
458-001-192	DPS FOR VMWARE	1		\$0.00
456-113-086	NW 9.2+ DPS CAP ENABLER=CA	1		\$0.00
456-112-133	VREALIZE DP EXTENSION 4.0=IA	1		\$0.00
456-110-556	CLOUDBOOST V2 VM 2TB FOR DPS ENABLER=CA	1		\$0.00
456-112-959	DPS FOR VMWARE 2TB AVE H ENABLER=CA	2		\$0.00
456-112-958	DPS FOR VMWARE AVAMAR H ENABLER=IA	1		\$0.00
456-113-664	DPS FOR VMWARE RP4VM ENABLER=IA	40		\$0.00
456-110-832	DPS FOR VMWARE SOCKETS=IA	40		\$0.00
456-110-834	DPS FOR VMWARE DPA ENABLER-C=CB	1		\$0.00
456-110-835	DPS FOR VMWARE DPSEARCH ENABLER=CA	1		\$0.00
456-112-962	AVAMAR H 1TB REPLICATION CAPACITY=CA	1		\$0.00
M-PSM-SW-DD-M1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE (5 years)	1		\$0.00
Subtotal				\$0.00
Freight Charges (if applicable)				
TOTAL				\$0.00

Schedule "C" – Bidders Information Form

Failure to submit this signature page will render the bid NON-COMPLIANT and bid will be disqualified.

We hereby offer to sell and/or supply to the NL Centre for Health Information upon the terms and conditions set out herein and on the attached sheets hereof, the supplies and/or services listed and on any attached sheets at the price(s) set out.

Required Signature:

_____ Date _____
Authorized Company Representative Signature

Vendor Information:

Company Name and Address:

Telephone Number: _____ Fax Number: _____

Email: _____ Web Address: _____

H.S.T. # _____

IN SIGNING THIS PAGE AND SUBMITTING YOUR BID, BIDDER ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS IN THIS DOCUMENT.

Schedule "D" – Confidentiality Oath

Privacy/ Confidentiality Oath or Affirmation for Contractors/Vendors

This Privacy/Confidentiality Oath or Affirmation (the "**Oath or Affirmation**") encompasses confidential, private, personal and personal health information (the "**Information**") concerning patients, clients, residents, staff and the business of Central Health. As a contractor/vendor to Central Health, _____ (print name of Contractor), its agents, employees, or representatives (collectively, the "**Company**") may be granted access to such information. This access will be gained through appropriate authorization and shall be used only for the purpose for which the access was granted. The Company recognizes that in the provision of goods or services or generally acting during the course of its contract with Central Health (the "**Contract**"), the Company may also inadvertently gain access to information. All information must be protected to ensure maintenance of full confidentiality and privacy.

As a contractor/vendor, I _____, (print name), an officer or director of the Company hereby swear [or affirm] on behalf of the Company:

- a) to have read in its entirety and understand Central Health's policy on Privacy and Confidentiality, including responsibilities regarding the protection of Information obtained during and after the Contract with Central Health.
- b) to not at any time divulge to any person(s) within or outside Central Health, any information except as may be required in the course of the duties and responsibilities associated with the Contract, and then, any disclosure of information will only be the minimal amount required in the particular situation. Further, to acknowledge and agree that any information obtained during the life of the Contract shall not be divulged upon completion of the Contract.
- c) to communicate Central Health's Privacy/Confidentiality requirements to the Company's employees, contractors, subcontractors or any other party that the Company may engage to assist in any part of the completion of the Contract and to bind them to comply with the terms of Central Health's Privacy/Confidentiality Policy.
- d) to immediately notify Central Health if the Company becomes aware of a breach or possible breach of confidentiality, whether the awareness of the breach is by an officer, director, employee, agent, representative, contractor or subcontractor or any other party that the Company may engage to assist in any part of the completion of the Contract.
- e) At the expiration of the Contract, to provide documentation of the secure and safe destruction of any information acquired through the Contract, if destruction is required by Central Health.
- f) to comply with all obligations imposed under any applicable privacy laws, which may include the *Personal Health Information Act* SNL 2008 c.P-7.01 (PHIA) and the *Access to*

Information and Protection of Privacy Act (ATIPPA) as such apply to the collection, use, disclosure, storage, retention and transfer of information.

- g) In particular, the Company is aware of its obligation:
 - i. to comply with the requirements of applicable legislation, which may include the *PHIA* (<http://assembly.nl.ca/Legislation/sr/statutes/p07-01.htm>), to protect the confidentiality of personal health information about individuals and the privacy of the individuals who are the subject of that information;
 - ii. to protect the confidentiality of the information that is in the Company's custody or control and the privacy of any individual who is the subject of that information;
 - iii. to provide for the secure storage, retention and disposal of personal health information to minimize the risk of unauthorized access to or disclosure of the personal health information of individuals.
- h) The Company understands that this Oath/Affirmation survives the termination of its contract with Central Health and that the Company, its employees, associates, agents, subcontractors or any other affiliated individual(s) may be fined and/or face civil penalties for any willful breach of the provision of this Oath/Affirmation.
- i) If the Company have questions or concerns regarding access, disclosure or use of Information, I am responsible for addressing these questions or concerns with the appropriate personnel at Central Health.

SWORN TO [or AFFIRMED] at the _____ (town/city), in the
Province/State of _____ this _____ day of _____, 20_____

Company:

Signature of Company Representative

Commissioner of Oaths/Notary Public Signature & Stamp/Seal

Print Name: _____ (who shall affix his/her seal)
Title: _____
Signature: _____