



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 733-2020

IMPLEMENTATION OF A BUSINESS CONTINUITY SOLUTION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Implementation of a Business Continuity Solution

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 30, 2021.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. PROPONENTS' CONFERENCE

B3.1 The Contract Administrator will hold a Proponents' conference on-line on Monday, July 19, 2021 11:00 AM. Please contact the contract administrator identified in the D5.

B3.2 Attendance is optional but is recommended.

B3.3 Proponents must register for the Proponents Conference by providing a valid email address to BMacleod@winnipeg.ca and NCzajka@winnipeg.ca to obtain the TEAMS meeting invitation not later than 9:00 A.M. on Friday, July 16, 2021.

B3.4 The Proponent is advised that at the Proponents' Conference, the City will provide an overview of the requirements as well as information about the nature of the services being procured. The City will address questions that have been pre-submitted from proponents.

B3.5 Proponents' questions must be submitted in writing to the Contract Administrator identified in D5, not later than 9:00 A.M. July 19, 2021.

B3.6 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B3.7 The Proponent is advised that, at the Proponents' conference, they will have an opportunity to clarify requirements.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

B7.6 The Contract Administrator will provide a response in writing, at least three (3) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B26.

B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

B8.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal and
- (b) Form B: Prices.

B8.2 The Proposal should also consist of the following components:

- (a) Form N: Non-Mandatory Requirements (Section C) in accordance with B11;
- (b) Experience of Proponent and Key Personnel Assigned to the Project (Section D) in accordance with B12;
- (c) Project Understanding and Methodology (Section E) in accordance with B13;
- (d) Project Schedule (Section F) in accordance with B14;
- (e) Example of Business Continuity Plans (Section G) in accordance with B15;

- (f) Technical and Business Requirements (Section H) in accordance with B16; and
- (g) Value Added (Section I) in accordance with B17.

B8.3 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B8.4 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution

B8.5 The Proposal shall be submitted electronically through MERX at www.merx.com.

B8.5.1 Proposals will **only** be accepted electronically through MERX.

B8.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B26.1(a).

B8.7 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. FORM N: NON-MANDATORY REQUIREMENTS (SECTION C)

B11.1 Proponent should complete Form N: Non-Mandatory Requirements.

B12. EXPERIENCE OF PROPONENT AND KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B12.1 Proposals should include:

(a) details demonstrating the history and experience of the Proponent in providing programming; design, management of the project and contract administration services on up to three projects of similar complexity, scope and value.

B12.2 For each project listed in B12.1(a), the Proponent should submit:

(a) description of the project;

(b) role of the contractor;

(c) project owner;

(d) reference information (two current names with telephone numbers per project).

B12.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B12.4 Describe your approach to overall team formation and coordination of team members.

B12.4.1 Include an organizational chart for the Project.

B12.5 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, and managers of the key disciplines. Include educational background and degrees, professional recognition, job title, years of experience in current position, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.4.1.

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B13.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B13.2 Methodology should be presented in accordance with the Scope of Services identified in D2. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B13.3 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the proposed Project budget;
 - (c) the City's Project methodology with respect to the information provided within this RFP; and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> and;
- B13.4 For each person identified in B12.5, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B14. PROJECT SCHEDULE (SECTION F)

- B14.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B14.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B15. EXAMPLE OF BUSINESS CONTINUITY PLANS (SECTION G)

- B15.1 Proponent should provide three examples of business continuity plans.

B16. TECHNICAL AND BUSINESS REQUIREMENTS (SECTION H)

- B16.1 The Proponent should describe how the proposed solution addresses the specifications outlined in PART E - mandatory requirements. All requirements in the mandatory specifications must be met, and proposals should indicate compliance or non-compliance. Any deviations must be clearly stated and fully detailed.
- B16.2 User Authentication
- B16.2.1 Proponent should provide an in-depth description as to how their solution addresses system user authentication. The explanation should include, but not be limited to, the following:
- (a) The ability to restrict and log any attempts to circumvent authentication;
 - (b) Reporting on authentication (e.g. by user, device, IP, access permissions); and
 - (c) The ability to restrict user access to various tasks and log any attempts by user to complete restricted tasks within the systems.
- B16.3 Data Analysis and Usage Reporting

- B16.3.1** Proponent should provide an in-depth description regarding their methodology, tools / management solution and processes utilized for the reporting of the system. The explanation should include, but not be limited to, the following:
- (a) Reporting on usage (e.g. by user, device, task completed);
 - (b) Examples of all standard built in reports;
 - (c) Description of configure reports that can be created through the systems at no additional cost;
 - (d) Examples of customized reports that would be an additional cost; and
 - (e) Identify all raw data and include a data dictionary that can be accessed for further data analysis.

B16.4 Client & Customer Experience

- (a) Describe the client (the City) dispute resolution approach and any related actions when dealing with system issues.
- (b) Include details on the process to communicate to client regarding a system incident, its status and resolution. Provide details of what is included in the incident response plan.
- (c) Include details on the process to communicate to customer/end user regarding a system incident, its status and resolution. Provide details of what is included in the incident response plan

B16.5 Training

- B16.5.1** The Proponent should provide in-depth details as to how their solution would address the City's training requirements. The explanation should include, but not be limited to, the following:
- (a) End-user operating training, at device deployment and upon request;
 - (b) Technical support training for operational support staff;
 - (c) Availability of all manuals and training documentation in electronic format
 - (d) Examples of visual training and reference aids (e.g. configurable posters, cheat-sheets and online resources); and
 - (e) Details as to how this training would be carried out, by whom, and a sample of what content would be covered in these training sessions.

B16.6 Service Management Reporting

- B16.6.1** The Proponent should provide a thorough description of their service management reporting capabilities. The explanation should include, but not be limited to, the following:
- (a) Ability to track and report on all Incidents and Requests;
 - (b) Ability to track Incident and Request type (e.g. hardware issue, solution issue, user error); and
 - (c) Methodology of measurement against the specified Service Level Agreement for uptime.

B16.7 System Security

- B16.7.1** Proponents should describe how their systems support the following standards to ensure security of private information: ISO/IEC 27001, COBIT, HIPAA, NIST 800-53

B17. VALUE ADDED (SECTION I)

- B17.1** The Proponent should specify what value-added services or features are available with their proposal above and beyond what has been specified in PART E or Form N. The Proponent should specify if there are any costs, limits or conditions for their availability.

B18. DISCLOSURE

B18.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B18.2 The Persons are:

- (a) Future Shield
- (b) Castellan
- (c) Avalution

B19. CONFLICT OF INTEREST AND GOOD FAITH

B19.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B19.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B19.3 In connection with its Proposal, each entity identified in B19.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B19.4 Without limiting B19.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B19.5 Without limiting B19.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B19.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B19.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B20. QUALIFICATION

- B20.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B20.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B20.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART F - .
- B20.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B20.5 Further to B20.3(b), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of the following:
- B20.5.1 That all information and materials acquired by the Proponent, or to which the Proponent may be given access, if successful under this Request for Proposal ("Confidential Information") shall be treated in accordance with D7 by providing:

- (a) confirmation that Confidential Information shall be maintained for the full term of the Contract at minimum, unless otherwise directed by the City in writing;
- (b) a description of how the Proponent's proposed Solution meets the requirements in D7, including:
 - (i) how the proposed Solution meets the requirements for rapid repatriation of Confidential Information;
 - (ii) the data format of the Confidential Information once extracted from the proposed Solution;
 - (iii) the proposed Solution's ability to purge Confidential Information based on City approved records retention and disposition schedules; and
 - (iv) how the Proponent would address official, time sensitive access to information requests.

B20.5.2 That Confidential Information shall be stored, transported, and transmitted ("Sited") in a secure jurisdiction by providing:

- (a) written confirmation that Confidential Information shall not be Sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part; or
- (b) written confirmation that the Confidential Information shall be Sited in a proposed alternative jurisdiction that will apply equivalent or greater protections to the Confidential Information, and that no duplicates or portions thereof shall be sited outside of said proposed alternative jurisdiction, in whole or in part, and shall provide full details of such proposed alternative, including:
 - (i) what Confidential Information will not be Sited in Canada;
 - (ii) under what circumstances the above Confidential Information will not be Sited in Canada; and
 - (iii) where the above Confidential Information will be Sited.
- (c) The City reserves the right to assess proposed alternative jurisdictions, and may in its sole discretion determine whether such proposed alternative jurisdictions provide equivalent or greater protections to the Confidential Information than Canada.

B20.5.3 The proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing:

- (a) That the proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing: a certificate of compliance with ISO/IEC 27001 (or a functionality equivalent standard, as determined by the City, such as the AICPA SOC auditing framework NIST SP 800-53) from an accredited certification body; or
- (b) a written description of how the proposed Solution complies with ISO/IEC 27001, 27002, 27017, and 27018 (or functionally equivalent standards, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53).

B20.5.4 The Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of that the Cloud-Based Considerations outlined at 5.5 and the Record keeping requirements at 5.6 shall be treated in accordance with those sections.

B20.6 The City reserves the right to assess any proposed functional equivalents to the ISO/IEC standards, and may in its sole and absolute discretion determine whether such proposed functional equivalents provide a satisfactorily equivalent level of protection.

B20.7 The City further reserves the right to assess any written descriptions of compliance with the ISO/IEC standards (or equivalents) to determine whether such written descriptions provide evidence of compliance that is satisfactory to the City, in its sole and absolute discretion.

B20.8 The Proponent shall, within five (5) Business Days of a request by the Contract Administrator provide their Solution's End User Licensing Agreement (EULA) pursuant to E1.3.

B21. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B21.1 Proposals will not be opened publicly.

B21.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B21.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B21.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B21.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B22. IRREVOCABLE OFFER

B22.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B22.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B23. WITHDRAWAL OF OFFERS

B23.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B24. INTERVIEWS

B24.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B24.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios. Scenarios could include any of the Work outlined in D2. The City expects that the Proponent would be demonstrating a functional version of their proposed system.

B24.3 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

B25. NEGOTIATIONS

B25.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B25.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations

may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

- B25.3 If, in the course of negotiations pursuant to B25.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B26. EVALUATION OF PROPOSALS

B26.1 Award of the Contract shall be based on the following evaluation criteria:

- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent, pursuant to B20: | (pass/fail) |
| (c) Total Bid Price; (Section B) | 25% |
| (d) Form N: Non-Mandatory Requirements (Section C) | 25% |
| (e) Experience of Proponent and Key Personnel Assigned to the Project; (Section D) | 5% |
| (f) Project Understanding and Methodology (Section E) | 5% |
| (g) Project Schedule (Section F) | 5% |
| (h) Example of Business Continuity Plans (Section G) | 5% |
| (i) Technical and Business Requirements (Section H) | 25% |
| (j) Value Added (Section I) | 5% |

B26.2 Further to B26.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B26.3 Further to B26.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B26.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B26.1(a) and B26.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B26.5 Further to B26.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.5.

B26.6 Further to B26.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B26.6.1 Further to B26.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B26.7 Further to B26.1(d), Form N: Non-Mandatory Requirements will be evaluated considering the information requested and submitted in accordance with B11.

B26.8 Further to B26.1(e), Experience of Proponent and Key Personnel Assigned to the Project will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B12.

- B26.9 Further to B26.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B26.10 Further to B26.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B26.11 Further to B26.1(h), Example Business Continuity Plans will be evaluated considering the information requested and submitted in accordance with B15.
- B26.12 Further to B26.1(i), Technical and Business Requirements will be evaluated considering the information requested and submitted in accordance with B16.
- B26.13 Further to B26.1(j), Value-added services will be evaluated considering the information requested and submitted in accordance with B17.
- B26.14 Notwithstanding B26.1(d) to B26.1(j), where Proponents fail to provide a response to B8.2(a) to B8.2(g), the score of zero may be assigned to the incomplete part of the response.
- B26.15 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B24.
- B26.16 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B26.17 This Contract will be awarded as a whole.

B27. AWARD OF CONTRACT

- B27.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B27.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B27.2.1 Without limiting the generality of B27.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B27.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B27.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B27.4.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B27.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B27.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. BACKGROUND

D2.1 In December 2016, the province of Manitoba updated the Emergency Measures Act, regulation 159/2016, paragraph 3(1)(a) to include a statement that each municipality must have a business continuity management plan that meets the CSA Z1600 standard. Currently, certain departments within the City of Winnipeg administration have an advanced understanding of business continuity, while others are in the early planning stages of plan development and would greatly benefit from support and guidance provided by OEM.

The City of Winnipeg supports over 750,000 residents with various essential services and critical infrastructure that must be maintained and protected. By developing and implementing a centrally coordinated Business Continuity Management program, the City will develop a flexible response capability to react to disruptions, maintain essential business services, reduce time lost, and increase the ability return to a steady state after a disruption.

The City of Winnipeg Office of Emergency Management is currently looking to purchase and implement Business Continuity Management software to support the development and implementation of a City-wide BCM program.

The ideal business continuity management software is a technological solution that will enable holistic, organizational wide planning across all City departments including the development of at least 25 different departmental business plans. It will minimize impacts to ensure continuity of essential services to residents of Winnipeg during interruptions. It should coordinate continuity activities across city departments, identifying interdependencies between departments, highlighting gaps in response capabilities and centralize information management.

D3. SCOPE OF SERVICES

D3.1 The Work to be done under the Contract shall consist of Provision of a Business Continuity Solution ("**Solution**") and implementation with one (1) year of support from the date of award, and additional two (2) years of ongoing support and maintenance, with the option of three (3) mutually agreed upon three (3) year extensions.

D3.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D3.1.2 Changes resulting from such negotiations shall become effective the first month of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D3.2 The major components of the Work are as follows:

(a) Provide configurable business continuity solution for all departments in the City of Winnipeg.

(b) The Solution shall have tools that identify interdependencies, risks, and impacts of various scenarios.

- (c) The Solution shall have administrative controls, review, and signoff tracking and appropriate security.
- (d) Implement customizations and provide training.
- (e) Three year of systems support (first year to be included with implementation).

- D3.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2021.
- D3.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the grounds of loss of anticipated profit or loss of work.
- D3.5 The funds available for this Contract are \$350,000.

D4. COOPERATIVE PURCHASE

- D4.1 The Contractor is advised that this is a cooperative purchase.
- D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.
- D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator are:
Nicole Czajka

Emergency Management Officer
Telephone No. 204-330-4468
Email Address.: nczejka@winnipeg.ca

and

MaryAnn Oprea
Emergency Management Officer
Telephone No. 204-619-4689
Email Address.: moprea@winnipeg.ca

- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. INFORMATION MANAGEMENT

The following provisions are in addition to any preceding obligations of confidentiality contained in these conditions. All requirements apply to both the Contractor and the Solution offered by the Contractor.

- D6.1 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA", the "Act") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with that Act.
- D6.2 For the purposes of D6, any reference to "Representatives" shall mean the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, and other representatives of the Contractor.
- D6.3 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all information and materials (regardless of form or medium) acquired by it, or to which it is given access during the course of the performance of the Contract, and any copies thereof (the "Confidential Information"). For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D6.4 The Contractor shall be deemed an "information manager", as that term is defined by section 44.1 of FIPPA, and any collection, storage, use, disclosure, or destruction of, or access to (collectively, "Use"), Personal Information by the Contractor or its Representatives shall be done pursuant to the Act.
- D6.5 Further to D6.3, all Confidential Information (meaning any and all information concerning the City, the Project, and the Services, that is supplied by or to which access is given to the Contractor by the City or which in any other way comes into the possession or knowledge of, or is stored by or otherwise accessed by, the Contractor during the course of performance of the Services (regardless of format or medium), including "Personal Information" as defined by The Freedom of Information and Protection of Privacy Act (FIPPA)), is and shall remain the property of the City. For clarity, this section does not speak to ownership of Information which may be disclosed to the Contractor or its Representative pertaining to a City employee directly by such City employee in the course of that employee's use of the Services in a personal capacity. Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the City.
- D6.6 Further to D6.3, while this Contract is in effect and at all times thereafter the Contractor shall:

- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
- (b) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
- (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part and in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
- (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and
- (e) inform its Representatives of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements, if requested.

D6.7 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information (in a form satisfactory to the City), and shall thereafter destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.

D6.8 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:

- (a) the standards the Contractor has in place to protect its own confidential information; or
- (b) the standards imposed on the Contractor by the City.

D6.9 Upon becoming aware of any unauthorized Use of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the City in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the City of said steps in writing.

D6.10 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the City with prompt notice thereof, deliver a copy of its proposed response to the City, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the City in the defense of the demand, if so requested by the City.

D6.11 The Contractor and its Representatives shall comply with all directives issued by the City with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the City so that the City can verify that the Contractor has complied, and is complying, with its obligations hereunder.

D6.12 The Contractor shall legally bind all employees, agents, Subcontractors, officers, and directors of its organization (where applicable) to the protection of privacy and information handling for all Confidential Information via written agreements which contain protections no less strict than those contained within the Contract, and in compliance with any additional requirements imposed by FIPPA or the Manitoba Personal Health Information Act (“PHIA”) and any other applicable legislation.

D7. NOTICES

D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor

shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.

D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D9. COMMENCEMENT

D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. COVID-19 SCHEDULE DELAYS

D10.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D10.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D10.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

- D10.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D10.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D10.5 The Work schedule will be adjusted to reflect delays accepted by the Contract Administrator.
- D10.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D11. RECORDS

- D11.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D11.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D11.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D12. INVOICES

- D12.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204- 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D12.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13. PAYMENT

- D13.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D14. PAYMENT SCHEDULE

D14.1 Further to C12, payment shall be in accordance with the following payment schedule is deliverable based.

- (a) Access to Solution – 50%
- (b) Completion of configuration, user acceptance testing and training – 25%
- (c) 60 Days Post Go-Live – 25%

WARRANTY

D15. WARRANTY

D15.1 Notwithstanding C13, Warranty will be applicable for three years.

THIRD PARTY AGREEMENTS

D16. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D16.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D16.2 Further to D16.1, in the event that the obligations in D24 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations (“Funding Costs”) shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D16.3 For the purposes of D16:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D16.4 Modified Insurance Requirements

D16.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D16.4.2 If applicable the Contractor will be required to provide builders’ risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D16.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D16.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.

D16.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D16.5 Indemnification By Contractor

D16.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D16.6 Records Retention and Audits

D16.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D16.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D16.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D16.7 Other Obligations

D16.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D16.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D16.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D16.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D16.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts,

unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D16.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 The following are applicable to the Work:
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.3 The Solution's End User Licensing Agreement (EULA) must either be compliant with all relevant terms of this RFP (including, without limitation, the obligations imposed upon the Contractor by D6) or be sufficiently negotiable to meet the same standard of compliance.

E2. BUSINESS CONTINUITY SOLUTION (SOLUTION)

- E2.1 The following services are all included in Form B; Prices
- (a) Item No.1 – The Solution shall include; all items required for the complete functioning of the proposed solution for the initial one (1) year, including but not limited to the cost of all applications, software, add-on's, patches, peripherals/ accessories, Maintenance/Support – annual per-user, support, Installation, perpetual licensing, initial annual subscription, hosting, server, licensing cost, professional support and training for up to 50 users.
 - (b) Item No. 2 - The Solution shall include; ongoing cost - Year 2 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 100 users.
 - (c) Item No. 3 - The Solution shall include; ongoing cost - Year 3 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 100 users.

E3. SPECIFICATIONS

- E3.1 The Contractor shall provide all items required for the complete functioning of the proposed solution, including but not limited to the cost of all applications, software (including 3rd party), add-on's, patches, peripherals/ accessories, Maintenance/Support – annual per-user, premium support, Installation, perpetual licensing, initial annual subscription, hardware, licensing cost, professional support and training.

E4. BUSINESS AND FUNCTIONAL MANDATORY REQUIREMENTS

- E4.1 The Solution provided by the Contractor shall perform the following functions:
- (a) Business Plans- The Solution shall be configurable to the City of Winnipeg requirements and include the options listed below. In addition, customization shall allow for unique field names, additional fields as needed and flexible relationship definitions between fields. Upon selection, the City would develop the required framework with the supplier to ensure it meets needs.
 - (b) Plan Template – The Solution shall include a template for a Business Continuity Plan, with sections to include Action checklists, Employee lists with contact information, Team Lists tied to employee listing with roles outlined, Notification lists and priorities, Alternate locations, equipment and resource listing and contractor management.
 - (c) BIA – Business Impact Analysis template integrated into the Solution shall support multiple process ranking criteria with formula customization option. Needs to include process dependency mapping to other processes and applications.

- (d) Risk Assessment – Risk Assessment tool included in the Solution shall allow risk assessments to be developed both on the process or departmental level. Shall allow for customization of risks identified, risk formula, and criteria weightings.
- (e) Exercise Templates – The Solution shall include template for Exercise and Event reports.
- (f) Process Interdependency Mapping – shall include a process dependency graphical mapping ability, along with printed reports. This should include process to process dependencies; process to application dependencies and process to location dependencies at minimum.
- (g) Certification formats – The Solution shall include ability to verify electronic signoff of BIAs; Plans, Exercises and Risk Assessments by Senior Management
- (h) Completion Tracking Mechanism – The Solution shall have the ability to assign due dates to different plan components and track the various progression levels including completion, review and sign off, and ability to flag reminders and past due sections.
- (i) Multiple levels of Administrative Control – The Solution shall have the ability to customize administration levels of the accounts from full administrator to limited departmental plan builder, with a few levels in between.
- (j) App integration – The Solution shall have the ability to access components of the solution and or plans via a smartphone application compatible on both Apple and Android devices.
- (k) Flexible Reporting Tool – The Solution shall have the ability a flexible and robust reporting tool that allows for both pre-set reports and configurable reports that include any of the fields from the Plan, Exercise, BIA or Risk Assessment pages. Graphical reporting abilities also to be included.
- (l) Easy User Interface – The Solution shall have an intuitive Interfaces that is user friendly to allow for quick learning and a help guide for irregular usage.
- (m) User Accounts – The Solution shall cover all Business Continuity for the City of Winnipeg and its Special Operating Departments. This includes approximately 10,000 employees. There are 14 departments and 4 special operating agencies that would all require at minimum an individual plan page. Around 10 Master Administrator accounts; 40 Department administrator type accounts; and 50 department plan builder accounts.
- (n) Training – The Solution shall have a sandbox instance mirroring the production environment for ongoing testing and training.
- (o) Records Export – The Solution should allow administrators to regularly export records, including risk assessments, critical infrastructure reports, business impact analyses, and any other City records, out of the system for manual recordkeeping in an approved location.

E5. SERVICES AND TECHNICAL MANDATORY REQUIREMENTS

E5.1 The Contractor shall provide a business continuity solution in accordance with the requirements hereinafter specified.

E5.2 Contractor Support

- (a) The Contractor shall provide detailed documentation that describes:
 - (i) Deployment patterns
 - (ii) Installation instructions
 - (iii) Specific configurations required to support the Solution
 - (iv) Processes necessary to support the Solution
- (b) The Contractor shall provide implementation and project support
- (c) The Contractor shall provide a process for Solution upgrades
- (d) The Contractor shall provide online support for the Solution including an online knowledge base and case management services.
- (e) The Contractor shall provide technical assistance with the implementation of the system

- (f) Staff Orientation and Solution Training shall include all training required to become proficient users of the Solution. This includes:
 - (i) training for 10 CoW staff to administer and support the Solution
 - (ii) user-level training in a train-the-trainer format for 20
- (g) The Contractor shall provide online support for the Solution including an online knowledge base and case management services.
 - (i) The Contractor shall provide a single point of contact
 - (ii) The Contractor shall provide first, second and third level support
 - (iii) The Contractor shall track and monitor customer submitted bugs
 - (iv) The Contractor shall provide a predefined process and associated expected timelines for trouble resolution may be provided
- (h) A Service Level Agreement (SLA) shall include, at a minimum, the following:
 - (i) Service coverage from 8AM – 5PM Monday to Friday (9 hours per day) excluding statutory holidays;
 - (ii) Eight (8) business hour resolution;
 - (iii) Where resolution cannot be implemented within the limit stipulated in (ii), a mutually-agreed upon workaround may be implemented; however, the resolution clock will not stop in such a case;
- (i) The Solution shall allow for annual upgrades of OS and DB.

E5.3 Security

- (a) The Contractor shall provide security implementation guides for the Solution.
- (b) The Contractor shall destroy or securely overwrite all media containing CoW information when no longer required.
- (c) The Contractor shall ensure that information handling policies, processes and procedures are in place to support the implementation and operation.
- (d) The Solution shall include an anonymizing function to ensure that data from production environments can be sanitized prior to export to non-production environments (e.g. development, test, etc.).
- (e) The Contractor shall provide a multiple environment test environment.
- (f) The Solution shall create audit records for all users (including administrators) to record user activity within the Solution. The following scenarios should be supported:
 - (i) Reporting tool with pre-set and customizable reporting function;
 - (ii) System audit logs must, be both secure and tamper-proof;
 - (iii) Accessing, creating or updating personally identifiable information and/or system credentials (if applicable) (see MB FIPPA Regulations);
 - (iv) Accessing, creating or updating registration data for a user; or
 - (v) Performing an administrative task on metadata associated with the solution.
- (g) The Solution shall be maintained to industry standard security practices through regularly delivered, vendor managed updates.
- (h) The Solution shall support industry standard cryptographic mechanisms (e.g. SSL/TLS, IPSEC, etc.) to prevent unauthorized access.
- (i) The Solution shall support industry standard cryptographic mechanisms (e.g. SSL/TLS, IPSEC, etc.) to ensure the integrity and confidentiality of information passed between application components and external systems.
- (j) The Solution shall support industry standard cryptographic mechanisms to protect stored information against theft, loss, unauthorized use, disclosure, copying, modification or destruction.

E5.4 Access Control

- (a) The Solution shall have configurable role-based access control (RBAC) where users are assigned one or more roles and the Solution manages access to functions and information based on those roles.
 - (i) Different levels of user access, from full administrative access to plan builder, with various levels in between;
 - (ii) Administrative ability to view all plans;
 - (iii) Single-User sign-on - Ability to interface with City login.
- (b) The Solution shall guard against password attacks by automatically locking user accounts after a configurable number of failed login attempts.
- (c) The user interface should scale appropriately based on the size, orientation and screen resolution of the user device.

E5.5 Cloud-Based Considerations

- (a) The Solution shall have documented business continuity and disaster recovery plans.
- (b) CoW must maintain ownership of its data.
- (c) The Solution shall be capable of returning all data to the CoW in a complete and usable form.
- (d) CoW's data shall NOT be comingled with the data from any other client.
- (e) The Solution shall support the CoW's obligation to maintain the confidentiality, privacy and security of its data.
- (f) The Solution shall have technical and procedural controls in place to prevent unauthorized access, use or alteration of CoW data by the Proponent, its subcontractors, subsidiaries, service providers, agents and employees or any third party.
- (g) CoW shall receive prompt notification (within 24 hours of discovery) in the event of any unauthorized access and /or release of information (i.e. information breach).
- (h) In the event that the Contractor will leverage CoW information for any purpose, the Contractor shall discuss prior to disclosure what information is being used and the purpose for its use.
- (i) The Solution shall have the ability to audit and immutably log all accesses, including that of users, administrative users and any unauthorized access.
- (j) Cryptographic algorithms and methods shall align with the approved NIST cryptography standards.
- (k) CoW's data shall be encrypted both while in transit and at rest.
- (l) The Contractor shall ensure clear and timely communication around security incident management, risk management, vulnerability management and incident management.
- (m) The Solution shall have an established and scalable approach to operational change management when expanding Solution service levels for a client.

E5.6 Record keeping requirements

- (a) Assign records management actions to users based on roles (e.g., create, read, modify, delete, etc.);
- (b) Provide the functionality of exporting records and associated metadata into human-readable/viewable formats for manual recordkeeping and management in external locations;
- (c) Produce a report detailing success or failure during the export process (including identification of those records which generated errors or were not successfully exported);
- (d) Allow users with appropriate role-based access to permanently delete records that have been authorized for legal destruction; and
- (e) Produce a certificate or report of deletion of records and associated metadata.

E6. COMPLETION OF WORK

E6.1 The Contractor shall complete the work within 6 months of award of contract.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right-hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.