



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 774-2023**

**WATER AND WASTE DEPARTMENT CYBERSECURITY REVIEW**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

### PART B - BIDDING PROCEDURES

|  |    |
|--|----|
| B1. Contract Title   | 1  |
| B2. Submission Deadline  | 1  |
| B3. Enquiries  | 1  |
| B4. Confidentiality  | 1  |
| B5. Addenda  | 2  |
| B6. Substitutes  | 2  |
| B7. Proposal Submission  | 3  |
| B8. Proposal   | 4  |
| B9. Prices   | 4  |
| B10. Experience of Proponent and Subcontractors (Section C)          | 5  |
| B11. Experience of Key Personnel Assigned to the Project (Section D) | 5  |
| B12. Project Understanding and Methodology (Section E)               | 6  |
| B13. Project Schedule (Section F)                                    | 6  |
| B14. Disclosure  | 7  |
| B15. Conflict of Interest and Good Faith                             | 7  |
| B16. Qualification   | 8  |
| B17. Opening of Proposals and Release of Information                 | 9  |
| B18. Irrevocable Offer   | 9  |
| B19. Withdrawal of Offers  | 9  |
| B20. Interviews / Skills Demonstration                               | 9  |
| B21. Negotiations  | 10 |
| B22. Evaluation of Proposals   | 10 |
| B23. Award of Contract   | 11 |

### PART C - GENERAL CONDITIONS

|                        |   |
|------------------------|---|
| C0. General Conditions | 1 |
|------------------------|---|

### PART D - SUPPLEMENTAL CONDITIONS

#### General

|  |   |
|--|---|
| D1. General Conditions                       | 1 |
| D2. Background                               | 1 |
| D3. WWD Cybersecurity Review Overview        | 1 |
| D4. Scope of Services                        | 1 |
| D5. Definitions                              | 2 |
| D6. Contract Administrator                   | 2 |
| D7. Information Management                   | 2 |
| D8. Accessible Customer Service Requirements | 4 |
| D9. Unfair Labour Practices                  | 4 |

#### Submissions

|                                     |   |
|-------------------------------------|---|
| D10. Authority to Carry on Business | 5 |
| D11. Insurance                      | 5 |
| D12. Subcontractor List             | 6 |

#### Schedule of Work

|  |   |
|--|---|
| D13. Commencement                            | 6 |
| D14. Supply Chain Disruption Schedule Delays | 6 |

#### Measurement and Payment

|                       |   |
|-----------------------|---|
| D15. Invoices         | 7 |
| D16. Payment          | 7 |
| D17. Payment Schedule | 7 |

|  |    |
|--|----|
| <b>Warranty</b>  |    |
| D18. Warranty  | 8  |
| <b>Dispute Resolution</b>                              |    |
| D19. Dispute Resolution                                | 8  |
| <b>Third Party Agreements</b>                          |    |
| D20. Funding and/or Contribution Agreement Obligations | 9  |
| Form J: Subcontractor List                             | 12 |
| <b>PART E - SPECIFICATIONS</b>                         |    |
| <b>General</b>   |    |
| E1. Applicable Specifications                          | 1  |
| E2. Services   | 1  |
| <b>PART F - SECURITY CLEARANCE</b>                     |    |
| F1. Security Clearance                                 | 1  |

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 WATER AND WASTE DEPARTMENT CYBERSECURITY REVIEW

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, Nov 06, 2023.

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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B3.2 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.

B3.3 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.

B3.4 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.

B3.5 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.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

B4.1 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.

B4.2 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.

## **B5. ADDENDA**

- B5.1 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.
- B5.2 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.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Proponent is responsible for ensuring that they have 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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.

- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 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 they wish to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base their 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 B22.
- B6.9 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.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and
  - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
  - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
  - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1 all components of the Proposal shall 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, to constitute a responsive Proposal.
- B7.4 Further to B7.2, 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.
- B7.5 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
- B7.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL**

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 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 their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 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.
- B8.4 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 their 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 their 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 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.

## **B9. PRICES**

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 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.
- B9.1.2 Prices stated in response to B9.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D20. Any such costs shall be determined in accordance with D20.
- B9.1.3 Proponent should provide detailed breakdown of the prices provided as part of their proposal.
- B9.2 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.

- B9.3 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.
- B9.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

- B10.1 Proposals should include details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management of the project and contract administration services on three projects of similar complexity, scope and value executed in last 5 years. One of the projects should be executed for Utility industry.
- B10.2 For each project listed in B10.1, the Proponent should submit:
- (a) description of the project;
  - (b) role of the contractor;
  - (c) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
  - (d) project owner; and
  - (e) reference information (one current name with telephone number and email address per project).
- B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B10.3 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.

**B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

- B11.1 Describe your approach to overall team formation and coordination of team members.
- B11.1.1 Include an organizational chart for the Project.
- B11.1.2 Submit the experience and qualifications of all Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and all team members. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in cybersecurity 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 B11.1.1.
- (a) The proposed personnel conducting the assessments and leading the engagement should hold at least one of the following certifications (specify for each key personnel proposed):
    - (i) CISA (Certified Information System Auditor);
    - (ii) CISSP (Certified Information Systems Security Professional); and/or
    - (iii) CISM (Certified Information Systems Security Manager).
  - (b) The proposed personnel conducting the covert operations should hold at least one of the following certifications in order of desirability (specify for each key personnel proposed):
    - (i) OSCP (Offensive Security Certified Professional);
    - (ii) LPT (Licensed Penetration Tester);
    - (iii) CPENT (Certified Penetration Testing Professional); and/or
    - (iv) CEH or PenTest+ (Certified Ethical Hacker or CompTIA PenTest+).



- B11.2 For each person identified, list two comparable projects executed in last 5 years in which they have played a primary role. If a project selected for a key person is included in B11.1.1, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of the project;
  - (b) Role of the person;
  - (c) Project Owner; and
  - (d) Reference information (one current name with telephone number and email address per project).

## **B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

**Note: Proponents are open to suggest creative and alternative approaches as long as they meet the qualifications and requirements outlined in Part D.**

- B12.1 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.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. Internal (City personnel) and external (contractor/vendor) resource requirements should be distinctly identified; their roles and responsibilities should be clearly defined; and their work effort and duration of involvement on the project should be specified.
- B12.3 Proposals should address:
- (a) design and assemble the full team required to complete the Work, including delineation of Internal (City personnel) and Proponent resources (including sub contractor's personnel);
  - (b) the team's understanding of the broad functional and technical requirements;
  - (c) the team's understanding of cybersecurity, testing techniques, industry standards including framework and methodologies but not restricted to topics such as data theft, Internet of Things, Cloud, sights, and deep learning, and how it applies to a municipal utility;
  - (d) any other issues that conveys your team's understanding of the Project requirement;
  - (e) the City's Project methodology with respect to the information provided within this RFP; and
  - (f) 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>.
- B12.4 For each person identified in B11.1.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

## **B13. PROJECT SCHEDULE (SECTION F)**

- B13.1 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. City personnel and Proponent/Subcontractor/Vendor resources need to be distinctly identified separately. The schedule should address each requirement of the Scope of Services. The schedule should also be updated regularly with greater detail through the duration of the project after the contract has been awarded.

- B13.2 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.
- B13.3 The Proponent's schedule should include applicable workshops, meetings and anticipated City of Winnipeg resource requirements including high-level descriptions around the purpose these engagements and estimated duration.

**B14. DISCLOSURE**

- B14.1 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.
- B14.2 The Persons are:
- (a) N/A

**B15. CONFLICT OF INTEREST AND GOOD FAITH**

- B15.1 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.
- B15.2 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.
- B15.3 In connection with its Proposal, each entity identified in B15.2 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.

- B15.4 Without limiting B15.3, 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.
- B15.5 Without limiting B15.3, 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 B15.4 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.
- B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B16. QUALIFICATION**

- B16.1 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;
  - (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.
- B16.2 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>
- B16.3 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;
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B19.6 and D8);
  - (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - and

(f) Evidence of certifications held in good standing in accordance with B11.1.2.

B16.4 Further to B16.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B16.5 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.

B16.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

### **B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B17.1 Proposals will not be opened publicly.

B17.2 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](http://www.merx.com).

B17.3 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).

B17.3.1 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.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

### **B18. IRREVOCABLE OFFER**

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18.2 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.

### **B19. WITHDRAWAL OF OFFERS**

B19.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

### **B20. INTERVIEWS / SKILLS DEMONSTRATION**

B20.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B20.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide skill demonstrations to given scenarios. Scenarios could include any of the requirements outlined in RFP document.

B20.3 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 skill demonstrations.

## **B21. NEGOTIATIONS**

B21.1 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.

B21.2 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.

B21.3 If, in the course of negotiations pursuant to B21.2, 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.

## **B22. EVALUATION OF PROPOSALS**

B22.1 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 and the Subcontractors, if any, pursuant to B18: (pass/fail)
- (c) Total Bid Price; 40%
- (d) Experience of Proponent and Subcontractor; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology; (Section E) 15%
- (g) Project Schedule. (Section F) 5%

B22.2 Further to B22.1(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.

B22.3 Further to B22.1(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.

B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B22.5 Further to B22.1(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.

B22.5.1 Further to B22.1(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.

B22.6 Further to B22.1(d), Experience of Proponent and Subcontractors 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 B10.

- B22.7 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B11.
- B22.8 Further to B22.1(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 B12.
- B22.9 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.10 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews/ skill demonstrations held in accordance with B20.
- B22.12 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.
- B22.13 This Contract will be awarded as a whole.

### **B23. AWARD OF CONTRACT**

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 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.
- B23.2.1 Without limiting the generality of B23.2, 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.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at its discretion, award the Contract in phases.
- B23.5 Further to B23.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.6 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
- B23.6.1 The Contract documents as defined in C1.1(p) 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.
- B23.6 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.

- B23.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.
- B23.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent.
- B23.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent for execution.
- B23.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D20 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B23.9 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B23.10 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](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 The Water and Waste Department (WWD or otherwise referred as the 'Department') is one of the largest and most complex departments within the City of Winnipeg (COW) and has a heavy reliance on technology to manage and deliver its critical services to its customers. Technology in the utility sector - as in all other industries - is advancing at a rapid pace and customers in turn are demanding more and better access to their information. In order to ensure future service delivery can be performed at the regulated levels of quality, efficiency, reliability, and cost-effectiveness, it will be necessary for WWD's technology portfolio to continue to grow and mature alongside the business. This need was reflected in the technology vision of the Department to evolve it into a Utility of the Future in the years ahead.

The Department consists of three distinct "utilities" – water, wastewater and solid waste disposal. City Council has final authority to set water and sewer rates, and to approve by-law amendments which incorporate new or changes to existing rates for Department services.

WWD's core services are:

- water supply, treatment and distribution;
- wastewater collection and treatment;
- land drainage and flood control;
- garbage collection and disposal; and
- recycling and waste minimization.

D2.2 Detailed information will be provided about the distinction between OT/IT at WWD upon request to the Contract Administrator identified in D6 by signing a Non-Disclosure Agreement (Appendix A – 774-2023\_Non\_Disclosure\_Agreement.pdf).

#### **D3. WWD CYBERSECURITY REVIEW OVERVIEW**

D3.1 The City is intending to define, assess, and measure WWD's Cybersecurity standards to ensure that they are on par with, or exceeding, those of peer North American utilities. New and emerging technologies present opportunities for WWD to offer new services or enhance existing services to its employees and customers. However, new technologies may introduce new cybersecurity risks that, if not properly mitigated, could interfere with the Department's ability to provide services. Furthermore, outdated or unsupported technologies could pose further risks.

WWD is requesting proposals from qualified firms that can demonstrate their ability to perform utility-focused cybersecurity advisory services including, but not limited to, the identification of cybersecurity and related physical security weaknesses, identification of potential risks, and advice on how to safeguard WWD information, systems, networks, and technologies.

#### **D4. SCOPE OF SERVICES**

D4.1 The Work to be done under the Contract shall perform a Cybersecurity Review that includes a comprehensive vulnerability assessment performed to recognized industry standards and complete penetration testing as part of two distinct parts - Covert and Overt.

D4.2 The major components of the Work are as follows:

- (a) Detailed Work Plan
- (b) Covert
- (c) Overt
- (d) Gap Analysis
- (e) Recommendations
- (f) Final Report
- (g) Final Debrief

## D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) **“Corporate”** refers to the Corporate Innovation Department;
- (b) **“Department”** means the Water and Waste Department;
- (c) **“Division”** refers to a Division or Divisions within the Water and Waste Department;
- (d) **“IT”** is short for Innovation & Technology, a Division of WWD;
- (e) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (f) **“SCADA”** is short for Supervisory Control and Data Acquisition; and
- (g) **“WWD”** is short for the Water and Waste Department.

## D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Nand Kishore  
Coordinator, Data and Applications  
Innovation and Technology Division  
Telephone No. 204-986-2089  
Email Address: [nkishore@winnipeg.ca](mailto:nkishore@winnipeg.ca)

D6.2 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.

## D7. INFORMATION MANAGEMENT

**The following provisions are in addition to any preceding obligations of confidentiality contained in these conditions.**

D7.1 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.

D7.2 For the purposes of D7, 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.

D7.3 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.

- D7.4 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.
- D7.5 Further to D7, 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.
- D7.6 Further to D7, 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 on 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.
- D7.7 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.
- D7.8 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.
- D7.9 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.

- D7.10 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.
- D7.11 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.
- D7.12 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.

## **D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

- D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D8.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
  - (b) providing reasonable accommodations;
  - (c) reasonably accommodating assistive devices, support persons, and support animals;
  - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
  - (e) inform the public when accessibility features are not available;
  - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
  - (g) providing adequate training of staff and documentation of same.

## **D9. UNFAIR LABOUR PRACTICES**

- D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

- D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **SUBMISSIONS**

### **D10. AUTHORITY TO CARRY ON BUSINESS**

- D10.1 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.

### **D11. INSURANCE**

- D11.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence; and
  - (c) Professional liability in the amount of at least five hundred thousand dollars (\$500,000) per claim and one million dollars (\$1,000,000) in the aggregate. Professional liability insurance to remain in place during the performance of the Work and for twelve (12) months after Total Performance.

- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.
- D11.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D11.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D11.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.
- D11.7 shall be borne by the Contractor.
- D11.8 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D11.9 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D11.10 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **D12. SUBCONTRACTOR LIST**

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

- D13.1 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.
- D13.2 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 D10;
    - (ii) evidence of the insurance specified in D11;
    - (iii) the Subcontractor list specified in D12; and
    - (iv) the direct deposit application form specified in D16.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D14. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D14.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

- D14.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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.
- D14.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D14.4 For any delay related to Supply Chain Disruption 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 D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D14.5 The Work schedule, including the durations identified in D4 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D14.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

- D15.1 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](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

- D15.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
  - date of delivery;
  - delivery address;
  - type and quantity of work performed;
  - the amount payable with GST and MRST shown as separate amounts; and
  - the Contractor's GST registration number.

- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **D16. PAYMENT**

- D16.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

### **D17. PAYMENT SCHEDULE**

- D17.1 Payment Schedule (Progress Payments)

- (a) The Proponent should provide in their project proposal a payment schedule that clearly states payment amounts and conditions associated to specific project milestones. The conditions of the milestones must be clear and precise, i.e. evaluate that a project milestone is reached and all deliverables associated to that milestone have been produced to the satisfaction of the City, prior to issuing payments.

D17.2 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **WARRANTY**

### **D18. WARRANTY**

D18.1 Notwithstanding C13, Warranty does not apply to this Contract.

## **DISPUTE RESOLUTION**

### **D19. DISPUTE RESOLUTION**

D19.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D19.

D19.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D19.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D19.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
  - (i) The Contract Administrator;
  - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
  - (iii) Department Head.

D19.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D19.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.



- D19.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D19.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D19.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

### THIRD PARTY AGREEMENTS

#### D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D20.1 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.
- D20.2 Further to D20.1, in the event that the obligations in D20 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.
- D20.3 For the purposes of D20:
- (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.
- D20.4 Modified Insurance Requirements
- D20.4.1 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.
- D20.4.2 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.
- D20.4.3 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.
- D20.4.4 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.
- D20.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D20.5 Indemnification By Contractor

- D20.5.1 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 provided or 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.
- D20.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D20.6 Records Retention and Audits
- D20.6.1 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.
- D20.6.2 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 D20.6.1 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.
- D20.7 Other Obligations
- D20.7.1 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.
- D20.7.2 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.
- D20.7.3 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.
- D20.7.4 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.

- D20.7.5 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.
- D20.7.6 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 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. 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 B6.

#### **E2. SERVICES**

- E2.1 The Contractor shall perform a Cybersecurity Review that includes a comprehensive vulnerability assessment performed to recognized industry standards, attack surface analysis, automated breach simulation and complete penetration testing as part of two distinct parts - Covert and Overt in accordance with the requirements specified hereinafter and PART D - .
- E2.2 The objective of the consulting engagement is to seek and identify weaknesses in WWD's IT and OT infrastructure, systems, policies, and practices, and develop a prioritized set of recommendations and actions (and an implementation plan) to address the weaknesses.

Vulnerability assessment services should encompass a holistic people, process, and technology review of the utility's environment, which could include corporate infrastructure, control system infrastructure, cyber-related physical assessments, and external managed services evaluations. The focus of this service is to ascertain vulnerabilities in the organization's environment.

- A people review can include cybersecurity awareness level, determination of staff compliance to existing security policies and procedures, and assessment of training effectiveness.
- A process review can include a review of policies and procedures that are in place and their effectiveness in the organization, and whether the policies and procedures align to user security and business requirements.
- A technology review can include reviews of cybersecurity technologies and their effectiveness in the organization, technology configuration and deployment, and holistic maintenance effectiveness.

Penetration testing services including ethical hacking could encompass utilization of knowledge, tools, and other resources to penetrate hosts and infrastructure equipment to identify vulnerabilities to applications, information, devices, and infrastructure of the organization.

The intent of this Cybersecurity Review is to focus on cyber and related-physical posture, as well as application, information, device, and infrastructure vulnerability from an attack vector perspective both within and outside of the organization.

In order to maximize the effectiveness and value of the work under this RFP, only select City individuals will be made aware of and/or be engaged with activities identified in each of the project phases. This will be detailed and confirmed with the City Project Manager upon the start of the work engagement.

Note: WWD OT networks and systems (including SCADA systems) may be probed or observed but cannot be interrupted, changed or interfered with in any way, at any time during this work.

#### **COVERT**

The purpose is to gauge the cybersecurity readiness of the Department without advance notification or interference. The successful proponent will seek to identify security-related threats

in a covert manner to evaluate external attacks on email, public-facing websites and applications, Department SCADA networks and systems, and limited physical and social engineering methods.

### **Test Objectives**

1. **Test generalized IT security defenses** to understand how effective the Department's external and internal defenses are at detecting and preventing cybersecurity intrusions. Proponents should identify and pursue several attack vectors that include but are not limited to:
  - Targeted email intrusions addressed to a representative range of staff roles (i.e. front-line staff to senior management);
  - Unauthorized access to WWD SCADA networks. The intention is not to break into the SCADA network and cause damage, but to report, assess and discuss the ramifications of successful intrusion attempts;
  - Public-facing websites and applications; and
  - Remote connection to Department's systems using City or personal devices.
  - Social engineering penetration testing for customer service/call center representatives
2. **Test unaided response capabilities** to understand how the WWD IT, WWD SCADA and Corporate teams respond to intrusions. The proponent is to gauge their preparedness to respond, learn what tools and techniques they employ, and measure their reaction times. Learnings from this activity will contribute to subsequent coaching and education in the Overt.
3. **Induce and collect real-world evidence** that may include, but is not limited to, unauthorized retrieval of emails; validate risks with group and user roles, policies, and permissions; demonstrate administrator privileges; and in general, show control of processes, applications, systems, etc.

### **Test Areas**

- City of Winnipeg Corporate Admin Network (i.e. the City's office productivity desktop environment, including email, personal and shared drives, and printers);
- Technology, Process and People elements between the Corporate Admin Network and SCADA Networks;
- SCADA Systems; and
- Public-facing websites and WWD applications.

### **Representative but not exhaustive anticipated attack approaches**

- **Profiling**
- **Phishing** – to install bots, exploits, and white hat malware – escalation of privileges, etc.
- **Spear Phishing** - to install bots, exploits, and white hat malware – escalation of privileges, etc.
- **Pretexting** – to obtain information and credentials.
- **Social Engineering** – obtain information and credentials, phone calls, chat rooms, memory sticks placed in parking lots, etc.
- **Limited physical** – Simple tailgating may be all that would be needed to obtain access to our offices and only slightly more skillful tailgating would be required to obtain access to our datacenter areas. Some recon information will be provided to assist the Proponent in basic entry to the upper floors where they could secure access to an empty conference room.

### **Evidence of Control**

Evidence may be presented as a screenshot, detailed description of applications or database schemas, injection of markers or flags, non-public defacing, etc. Evidence generated shall not disrupt the business' ability to operate (e.g. must be non-invasive and cause no damage).

### **Confidentiality Circle**

- Limited City audience to be disclosed prior to the start of the engagement.

### **OVERT**

### **Test Objectives**

1. **Test targeted defenses** which may include but are not limited to:
  - If target user successfully detects and avoids the intrusion event (i.e. target user does not click on the phishing emails) during the Covert, then the Proponent may escalate the test by re-attempting or using a more challenging method. If the target user avoids subsequent attacks, the Proponent may deliberately force a successful intrusion to continue with the testing (i.e. deliberately clicking the phishing emails to allow the test to continue);
  - Access may be provided to one or more physical locations allowing the Proponent to proceed with multiple intrusion points;
  - Depending on the SCADA network's defenses, specific tests would be designed in collaboration with the WWD SCADA teams "in the room" to simulate risk events and responses in real-time;
  - Because of its business critical nature, SCADA will be tested with a high degree of care with key management/staff directly engaged to avoid disruption to service delivery and operations; and
  - The Corporate team will be unaware of when, where and the extent of the intrusions. The Corporate team will be notified of testing based on a need to know basis determined by the Project Manager.
2. **Observe response discipline** using direct observation, logs and records. Once the WWD IT, WWD SCADA and Corporate teams are alerted of the testing and/or intrusion event, their response approaches will be evaluated. The extent of the testing will depend on findings from the Covert. For example, if the Proponent was undetected during the Covert, successful efforts could be repeated and WWD IT, WWD SCADA and Corporate teams will be coached through them. If the Proponents were detected, then attack vectors that were expected to be done during the Covert may be repeated during the Overt.
3. **Careful collection of evidence** within the SCADA network and system is required due to sensitivity to service delivery and operations. In this area, a lower level of evidence of system compromise is adequate (i.e. extensive/complete intrusion is not required). Any choices made in regards to the nature, timing and magnitude of the tests will need to be made in real time with the City's WWD SCADA team and operational management and staff to ensure there are no disruptions to business operations.
4. **Education, Coaching, and Deconstructing of the attacks** relevant to the City of Winnipeg staff are alerted of the tests and findings in addition to the Testers, WWD IT team, WWD SCADA team, and Corporate teams. There are likely several ways this could be structured, but some form of "here's how we did it" and "this is what you could do to defend it" is desired. This may involve the Proponent to be on-site, co-located with the teams during some of the Overt testing or it could be done by deconstructing logs and conducting interviews.

### **Test Areas**

- City of Winnipeg Corporate Admin Network;
- Technology, Process, and People elements between the Corporate Admin Network and SCADA Networks;
- SCADA Systems;
- WWD internal business applications; and
- Public-facing websites and WWD online applications.

#### **Representative but not exhaustive anticipated attack approaches**

- Phishing (perhaps intentionally clicked) – to install bots, exploits, and white hat malware – escalation of privileges, etc.; and
- Assumed physical penetration (we let you in) – to see what access can be gained (either to the business or SCADA networks).

#### **Confidentiality Circle**

- Expanded audience to be disclosed prior to the start of the engagement.

#### **ASSESSMENT STANDARDS**

The assessment should follow general strategies and considerations such as Public Safety Canada's National Cyber Security Strategy and Industrial Control Systems Security; and adhere to established industry standards such as the National Institute of Standards and Technology (NIST) cybersecurity framework. This should encompass best practice methodologies, current state responsiveness, identify actions to mitigate risk, and provide a gap analysis of those actions including basic implementation steps with an emphasis on education, coaching, techniques, tools, and deconstructing the attacks.

- E2.2.1 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.
- E2.2.2 Changes resulting from such negotiations shall become effective on ^ of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- E2.2.3 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.

#### **E2.3 DESCRIPTION OF WORK**

The scope of work associated with this consulting engagement include, but are not limited to, and assessment of the following:

- IT security people, tools, techniques response effectiveness, and reaction time;
- IT security policies, internal controls and procedures;
- Technology and network infrastructure and devices, including PCs, mobile devices, servers, routers, firewalls and switches;
- Network monitoring software and network management and administration review;
- System configuration, including domain name system, active directory, virtual private network, firewall and network security policies;



- Current security programs, devices and measures in place, such as anti-virus, anti-malware, and intrusion detection and prevention;
- Data transmission protocols and security;
- Data storage security;
- Internet, intranet and VOIP communication components;
- Wireless network components and security architecture weaknesses related to wireless networks;
- Web application security;
- Internal-facing WWD business applications;
- Public-facing systems, such as web pages, web applications, and email servers;
- Susceptibility to advanced persistent threats such as viruses, malware, Trojan horses, botnets and other types of target attack exploits;
- Physical access to City buildings, manned and unmanned sites;
- Social engineering, obtain information and credentials (i.e. pre-texting, phone calls, and chat rooms);
- Employee onboarding and off-boarding procedures; and
- Unauthorized access to role-based sensitive information.

#### **E2.4 DESCRIPTION OF INTRUSION APPROACH AND INTENTION**

An emphasis should be placed on human-driven testing with a team-based approach, and not solely reliant on automated vulnerability assessment tools. During the Covert, the successful proponent would be expected to perform an ethical hack with the objective of gaining unauthorized access.

All testing must be non-disruptive and non-destructive for both Phases. Despite gaining access, the Proponent cannot at any point in time retrieve, read, store, tamper, destroy or share data or information that has been compromised through the ethical hacking exercise during and after the engagement.

#### **E2.5 DELIVERABLES**

The Contractor will:

1. Develop a comprehensive project plan for the Cybersecurity Review outlining milestones, dependencies and duration including timing and effort for WWD IT, WWD SCADA and Corporate team resources.
2. Manage the overall project, develop and maintain detailed scope, schedule, and budget.
3. Use best industry standard scanners/tools for completing the cybersecurity vulnerability assessment and penetration testing. Raw data, templates, and reports from this testing must be submitted to the WWD IT team in a timely fashion.
4. Manage all project activities and tasks, and promptly communicate project information, responsibilities, assignments, timelines, and other project work to key stakeholders.
5. Develop and deliver a comprehensive risk mitigation plan with a prioritized list of actions with enough detail that IT staff can reproduce the findings and remediate them.
6. Develop and deliver a draft report, which summarizes the results of each Phase, including for example: industry standards and industry best practices, gap analysis to WWD IT current state; the risk mitigation plan with a prioritized list of actions for WWD IT to review; and

- detailed recommendations on strengthening WWD's cybersecurity defenses. This draft report and its progress should be provided to the WWD IT team on a weekly basis for dissemination. The contents of this draft report will be leveraged to produce the final report.
7. Coach, train and re-enact penetration testing with the teams and applicable business staff to create an awareness and understanding of cybersecurity risks, responses, and preventative measures.
  8. A final report should include a comprehensive breakdown including descriptions, consequences, remedies, and ranking of the severity of cybersecurity risks based on the probability, nature, and impact level of the occurrence and mitigation responses for all applications, systems, devices, and network. The final report should include a roadmap of how to mature WWD's cybersecurity defenses and recommendations on tools or other techniques to elevate WWD's level of cybersecurity protection to be on par with those of leading peer utilities, including cost estimates and resource requirements to fulfill each of the recommendations.
  9. A final debrief, lessons learned and next steps workshop is to be conducted with project stakeholders to bring the engagement to a closure.

For all major deliverables, sufficient time should be allotted to ensure thorough review and incorporation of feedback between the City and the Proponent. Each review cycle should be approximately two (2) weeks in duration, with each major deliverable being allotted a minimum of two (2) review cycles utilizing in-person meetings before finalization and acceptance.

WWD is an administratively lean organization.

### **Status Reports and Review Meetings**

- E2.6** The successful Proponent will report on the engagement's progress and conduct a status review meeting on a weekly basis with the Project Manager and key stakeholders. Two variations of the status report are required: a detailed one to be consumed at the project/working level on a weekly basis, and an executive one to be consumed by the Department's executive leadership team on a bi-weekly basis.

### **Executive Stakeholder Management**

- E2.7** In addition to weekly project status reports, the Proponent is responsible for developing communications, conducting meetings, hosting workshops, and making presentations to the Department's management team throughout each of the engagement's major work components identified in D4, and where appropriate/necessary to ensure optimal executive stakeholder engagement; and to review, vet, and approve engagement proceedings.
- E2.8** Further to D4, if at any time during the 12 (twelve) month period following the award of the Contract, the City requires additional Cybersecurity Review Services, the City may request the Contractor to provide these services as extra Work based on the prices set out in the Contract. The Contractor may decline to supply the additional services without penalty.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

F1.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Global Sanctions & PEP Check **and** a Police Information Check as detailed below.

- F1.1.1 The Global Sanctions & PEP Check must be obtained through Sterling BackCheck.
- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
  - (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account. Click on the link below, complete the form, and hit submit. **\*\***(This form is to be completed by the company, not by the employee requiring the security clearances). <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
  - (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
  - (d) In order to run a Global Sanctions & PEP Check and/or a Police Information Check, follow the steps below:
    - (i) Click on the sub-tab labelled "Order eConsent".
    - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
    - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
    - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Global Sanctions & PEP Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & PEP Check and the Police Information Check should have a grey check mark beside them.
    - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
    - (vi) The employee will receive the invitation and must click on the link and complete their Global Sanctions & PEP Check and/or Police Information Check.
    - (vii) The results of the Global Sanctions & PEP Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
  - (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: [linda.ferens@sterlingcheck.com](mailto:linda.ferens@sterlingcheck.com) OR [managedsupport@sterlingcheck.com](mailto:managedsupport@sterlingcheck.com)

F1.1.2 The Police Information Check must be obtained from one of the following:

- (a) Sterling BackCheck;
  - (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or

- (b) A police service having jurisdiction at their place of residence;
    - (i) 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.
    - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Contract Administrator; or
  - (c) Commissionaires (Manitoba Division);
    - (i) Forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
    - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator; or
  - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
    - (i) Forms to be completed can be found on the website at: <https://myfastcheck.com>
    - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator.
- F1.2 Any individual for whom a Global Sanctions & PEP Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- F1.3 Individuals for whom a Global Sanctions & PEP Check indicates "CLEAR" and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in F1.1.
- F1.4 Individuals for whom a Global Sanctions & PEP Check does not indicate "CLEAR" and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in F1.1.
  - (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
  - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
    - (i) convictions or pending charges related to property offences; and/or
    - (ii) convictions or pending charges related to crimes against another person.
  - (c) Where additional investigation related to a Global Sanctions & PEP Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
  - (d) Additional investigation by the City may take upwards of six weeks.
- F1.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Contractor shall supply the Contract Administrator with a Global Sanctions & PEP Check and a Police Information Check satisfactory to the City 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.
- F1.6 Any Global Sanctions & PEP Check and Police Information Check determined to be satisfactory to the City 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 Global Sanctions & PEP Check and/or a Police Information Check. Any individual F1.1 who fails to provide a Global Sanctions & PEP Check and/or a Police Information Check satisfactory to the City as a result of a repeated records search will not be permitted to continue to perform any Work as specified in F1.1