



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 920-2024

IT SECURITY SERVICES CALL OUT LIST

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Calendar Day**" means the period from one midnight to the following midnight;
- (c) "**City**" means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (d) "**City Council**" means the Council of the City of Winnipeg;
- (e) "**Contract**" means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (f) "**Contract Administrator**" means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (g) "**Contractor**" means the person undertaking the performance of the work under the terms of the Contract;
- (h) "**cybersecurity**" means protecting networks, devices, and data from unauthorized access or criminal use and the practice of ensuring confidentiality, integrity, and availability of information;
- (i) "**Incident**" means a specific instance of a suspected, attempted, successful, or imminent threat of unauthorized access, use, disclosure, breach, modification, or destruction of information; or interference with information technology operations.
- (j) "**Incident Response**" means any and all activities required to defend against, mitigate or remediate an Incident.
- (k) "**may**" indicates an allowable action or feature which will not be evaluated;
- (l) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (m) "**PCI-DSS**" means Payment Card Industry Data Security Standard
- (n) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (o) "**Proponent**" means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (p) "**SCADA**" means control system architecture comprising computers, networked data communications and graphical user interfaces for high-level supervision of machines and processes. It also covers sensors and other devices, such as programmable logic controllers, which interface with process plant or machinery.
- (q) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (r) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (s) "**Submission or Qualification Submission**" means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (t) "**Submission Deadline**" means the time and date for final receipt of Submissions;

- (u) **“Substantial Performance”** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (v) **“Work”** or **“Works”** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

B2. BACKGROUND

- B2.1 The City of Winnipeg has the occasional requirement for IT security services in order to either complete a security request or comply with regulatory requirements.

B3. WINNIPEG

- B3.1 Winnipeg is an important Canadian city and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.

- B3.2 For information on City demographics, refer to the City of Winnipeg web site at:
https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf

- B3.3 For information related to the City's political structure, refer to the City of Winnipeg web site at:
<https://winnipeg.ca/council/default.stm>

- B3.4 For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: <https://winnipeg.ca/interhom/toc/departments.asp>

- B3.5 For information related to the City's finances refer to the City of Winnipeg web site at:
<https://winnipeg.ca/finance/default.stm>

B4. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B4.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents to complete IT security service assessments on an as needed basis.

- B4.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.

- B4.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist up to five (5) of the qualified Proponents per service in accordance with B5.4. Only those Proponents on the shortlist will be invited to further submit a more detailed proposal.

B5. SCOPE OF WORK

- B5.1 The work to be done under the call out list shall consist of services from the date of award for the period of two (2) years with the option of two (2) mutually agreed upon two (2) year extensions.

- B5.2 The purpose is to establish a call out list for services on a “as required” basis where and when available and estimated to be under \$75,000.

- B5.3 The Proponent who is the most advantageous will be contacted first subject to other provisions of this request for qualifications. If an engagement arises and the most advantageous Proponent is not available for the Work, the Contract Administrator will contact the second most

advantageous Proponent and so on, until a shortlisted Proponent is available with a qualified personnel.

B5.4 The Services required under this Contract shall consist of the following:

B5.4.1 Item No. 1 – Digital Forensics

- (a) Proponent candidates must have a minimum of one of the following credentials:
 - (i) Certified Forensic Computer Examiner (CFCE);
 - (ii) GIAC Certified Forensic Examiner (GCFE);
 - (iii) GIAC Certified Forensic Analyst (GCFA);
 - (iv) Certified Forensic Analyst (GCFA);
 - (v) Certified Information Systems Security Professional (CISSP) with a Concentration in ISSAP or ISSEP;
 - (vi) Cybersecurity Forensic Analyst (CSFA).
- (b) Under the general direction of the Contract Administrator or delegate the Proponent will:
 - (i) assist the determination of the scope of loss stemming from a resolved cybersecurity incident;
 - (ii) determine the attack vectors utilized in a cybersecurity incident;
 - (iii) perform investigative interviews with key staff involved in a data loss incident;
 - (iv) lead evidential discovery and collection activities which may be performed by the proponent or by City of Winnipeg staff at their direction;
 - (v) evidence must be collected in a manner consistent with future use in the legal proceeding and where appropriate, provide reports to management detailing the full scope of data loss event and recommendations to prevent reoccurrence;
 - (vi) assist and provide guidance to management and the City of Winnipeg's legal department as to what if any reporting requirements stem from the data loss event that is being investigated.

B5.4.2 Item No. 2 - Network Penetration Assessment

- (a) Under the general direction of the Contract Administrator or delegate the Proponent will:
 - (i) Develop a work plan for performing the assessment;
 - (ii) Review configurations and simulate cyber attacks on a network or system according to the agreed work plan;
 - (iii) Update the Contract Administrator immediately of any significant findings discovered during the assessment;
 - (iv) perform a risk analysis to understand the level of risk to the system and information assets;
 - (v) deliver a report highlighting any identified findings, risks, assessing their severity, and recommending remediation actions;
 - (vi) potentially complete a penetration retest once the organization Implements the suggested changes to remediate the findings to validate that the recommended fixes work;

B5.4.3 Item No. 3 – Vulnerability Assessment

- (a) Under the general direction of the Contract Administrator or delegate the Proponent will:
 - (i) Develop a work plan for performing the assessment;
 - (ii) Identify, evaluate and prioritize the remediation of vulnerabilities in software, systems, applications and networks;

- (iii) deliver a vulnerability assessment report. This needs to include recommendations on how to correct and mitigate vulnerabilities, risk mitigation techniques, and any gaps the assessment uncovers between the results and the organization's system baseline;
- (iv) Types of vulnerability scans could include but not limited to:
 - I. Network-based scan: Identifies vulnerable systems on organizations' wired and wireless networks, which could be used to launch security attacks against an organization's networks.
 - II. Host-based scan: Identifies potential vulnerabilities in hosts connecting to an organization's network, such as critical servers and workstations. This vulnerability assessment also provides further visibility into configuration settings and the system's patch history.
 - III. Wireless scan: Typically assesses an organization's Wi-Fi connections to search for potential rogue access points (APs) and validate whether the network is configured securely.
 - IV. Application scan: Tests an organization's websites to search for known software vulnerabilities and weak configurations in web applications or networks.
 - V. Database scan: Identifies weaknesses in databases and big data systems, such as misconfigurations, rogue databases, or insecure development environments, to protect organizations against potential malicious attacks.

B5.4.4 Item No. 4 - Threat Risk Assessment

- (a) Under the general direction of the Contract Administrator or delegate the Proponent will:
 - (i) Develop a work plan for performing the assessment;
 - (ii) Identify, analyze, and prioritize threats and associated risks that the City might face;
 - (iii) use the RCMP Harmonized Threat and Risk Assessment Methodology or equivalent;
 - (iv) characterize the type of system that is at risk;
 - (v) identify specific threats to that system (e.g., unauthorized access, misuse of information, data leakage or exposure, loss of data, disruption of service);
 - (vi) determine inherent risks and impacts;
 - (vii) analyze and identify existing controls that may prevent, mitigate, detect, or compensate for potential threats;
 - (viii) assess the extent to which existing controls successfully mitigate the threats;
 - (ix) determine the likelihood of a threat occurring based on current controls;
 - (x) calculate a risk rating based on a combination of impact and likelihood of occurrence;
 - (xi) deliver a threat risk assessment report. This needs to include recommendations on risk mitigation techniques, and any gaps the assessment uncovers between the results and the organization's system baseline;

B5.4.5 Item No. 5 - Security Architecture Assessment

- (a) Under the general direction of the Contract Administrator or delegate the Proponent will:
 - (i) Develop a work plan for performing the assessment;
 - (ii) perform a comprehensive assessment of security architecture to ensure that it effectively meets business security requirements and aligns with industry best practices;

- (iii) assess and identify potential security threats, evaluating existing solutions, and pinpointing vulnerabilities within the security architecture for remediation;
- (iv) conduct a technical analysis of the security infrastructure, including network configurations, firewalls, intrusion detection systems, and other security controls;
- (v) evaluate the effectiveness of current security controls in place;
- (vi) assess the potential risks associated with identified vulnerabilities and control weaknesses;
- (vii) document all findings from the review, including vulnerabilities, risks, and control weaknesses;
- (viii) develop recommendations for addressing the identified issues. These recommendations should be practical and aligned with the organization's objectives and capabilities;
- (ix) present the findings and recommendations to key stakeholders, including management and the IT team;
- (x) work with relevant teams to develop an action plan for implementing the recommendations;

B5.4.6 Item No. 6 - PCI-DSS Assessment

- (a) Under the general direction of the Contract Administrator or delegate the Proponent will:
 - (i) Develop a work plan for performing the assessment;
 - (ii) Perform a report on compliance, if applicable, to be compliant with the data security standard set by PCI Security Standards Council (PCI SSC) applicable to merchants, payment processors, and service providers.
 - (iii) Perform an attestation of compliance to be compliant with the data security standard set by PCI Security Standards Council (PCI SSC) applicable to merchants, payment processors, and service providers.
- (b) Proponent candidates must have a minimum of one of the following credentials:
 - (i) Qualified Security Assessors (QSA)
 - (ii) Qualified Integrator and Resellers (QIR)
 - (iii) PCI Forensic Investigator (PFI) Card Production Security Assessor (CPSA)

B5.4.7 Item No. 7 – SCADA Risk Assessments

- (a) Under the general direction of the Contract Administrator or delegate, the Proponent will:
 - (i) Develop a work plan for performing the assessment;
 - (ii) Perform a comprehensive risk assessment of SCADA systems including functional performance, operational reliability, safety and security, and user satisfaction;
 - (iii) mapping out the entire SCADA system network, including all devices, controllers, and software;
 - (iv) identify vulnerabilities in the SCADA system, includes checking for known vulnerabilities and potential pathways for cyber attackers;
 - (v) evaluate existing security controls and practices, assessing their effectiveness in protecting SCADA systems. This includes reviewing firewalls, intrusion detection systems, and access control mechanisms to ensure they are properly configured and functioning;
 - (vi) conduct a risk assessment to prioritize issues based on their potential impact on operations;
 - (vii) deliver a report detailing all identified vulnerabilities, assessed risks, and actionable recommendations for enhancing the security of the SCADA system(s);

- (viii) potentially conduct follow-up assessments to ensure that all vulnerabilities have been effectively addressed.

B6. GENERAL CONDITIONS

- B6.1 The *General Conditions for Supply of Services* (Revision 2020 01 31) are applicable to the Work of the Contract.
- B6.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, the Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

B7. DISCLOSURE

- B7.1 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.
- B7.2 The Persons are:
 - (a) N/A

B8. CONFLICT OF INTEREST AND GOOD FAITH

- B8.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B8.2 Conflict of Interest means any situation or circumstance where a Proponent or employee of the Proponent 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 Bids 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 their participation in the RFQ process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFQ process) of strategic and/or material relevance to the RFQ process or to the Work that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B8.3 In connection with their Bid, each entity identified in B8.2 shall:
 - (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFQ 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.
- B8.4 Without limiting B8.3, the City may, in their 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 their 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 their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B8.5 Without limiting B8.3, 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 their sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B8.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B8.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B9. ENQUIRIES

- B9.1 All enquiries shall be directed to the Contract Administrator identified in B10.
- B9.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.
- B9.3 If the Proponent finds errors, discrepancies or omissions in the document, 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.
- B9.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B9.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B9.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B7 unless that response or interpretation is provided by the Contract Administrator in writing.
- B9.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379

Email: merx@merx.com

B10. CONTRACT ADMINISTRATOR

B11.1 The Contract Administrator is:
Jane Bailey
IT Risk Coordinator
Email Address: janebailey@winnipeg.ca

B11. ADDENDA

- B11.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B11.2 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.
- B11.3 Addenda will be available on the MERX website at www.merx.com.
- B11.4 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.
- B11.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B11.6 Notwithstanding B9, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B10.

B12. CONFIDENTIALITY AND PRIVACY

- B12.1 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.
- B12.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B12.3 The Proponent is advised that any information contained in any 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).
- B12.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for their internal review process and to provide such copies to their staff and/or external advisors and representatives.

B12.5 The City reserves the right to post the names of the shortlisted Proponents. or otherwise make this information public at the end of the RFQ selection process.

B12.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

B13. NON-DISCLOSURE

B13.1 Proponents must not disclose any details pertaining to their Qualification Submission and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.

B13.2 Proponents are advised that an attempt on the part of any Proponent or any of their employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFQ, may lead to disqualification.

B14. NO COLLUSION

B14.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B14.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B15. NO LOBBYING

B1.2 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B16. ELIGIBILITY

B16.1 No Persons involved with the City, or acting as a consultant or subconsultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Proponent participating in this RFQ or subsequent RFP.

B17. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B17.1 Qualification Submissions will not be opened publicly.

B17.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at www.merx.com.

B17.3 The Proponent is advised that any information contained in any Qualification 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 Qualification 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. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

B19.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

SUBMISSION INSTRUCTIONS

B20. SUBMISSION DEADLINE

B20.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 17, 2025.

B20.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date in B20.1.

B21. QUALIFICATION SUBMISSION

B21.1 The Qualification Submission should consist of the following components:

- (a) Form A: Qualification Submission (Section A);
- (b) Experience of Proponent and Subconsultant; (Section B);
- (c) Experience of Key Personnel Assigned to the Project; (Section C);
- (d) Service Understanding and Methodology (Section D);
- (e) Sample Engagement Schedule (Section E).

B21.2 The Qualification shall be submitted electronically through MERX at www.merx.com.

B21.2.1 Qualifications will **only** be accepted electronically through MERX.

B21.3 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B21.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B32.

B21.5 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.

B21.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

B21.7 The City reserves the right to make additional copies of all Submissions for their internal review process and to provide such copies to their staff and external advisors.

B22. FORM A: QUALIFICATION SUBMISSION

- B22.1 Further to B21.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.
- B22.2 Paragraph 2 of Form A: Qualification Submission 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.
- B22.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B22.2.
- B22.3 In Paragraph 3 of Form A: Qualification Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.
- B22.4 Paragraph 7 of Form A: Qualification Submission should be signed in accordance with the following requirements:
- (a) if the Proponent is sole proprietor carrying of 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 their 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.
- B22.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.
- B22.6 If a Submission 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 Submission, shall be both jointly and several.

B23. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION B)

- B23.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing advisory services and resultant deliverables for the disciplines as detailed in B5 Scope of Work, and contract administration services on two projects of similar complexity, scope and value.
- B23.2 For each project listed in B23.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) a high level implementation plan including a timeline
 - (c) role of the consultant;
 - (d) reference information (name with telephone numbers and email addresses per project).

B23.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B23.3 The Proposal should include

- (a) general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B24. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION C)

B24.1 Describe your approach to overall team formation and coordination of team members.

B24.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, and / or managers of the key disciplines. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified.

B24.3 For each project identified, the Proponent should submit:

- (a) Description of project;
- (b) Role of the contractor;
- (c) Engagement schedule including duration, effort and average number of billable hours.
- (d) Reference information (name with telephone numbers and email addresses per project).
- (e) Relevant certifications that demonstrate the required skills and knowledge.

B25. SERVICE UNDERSTANDING AND METHODOLOGY (SECTION D)

B25.1 Describe your firms service 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 service.

B25.2 Methodology should be presented in accordance with the Scope of Work identified in B5.

B25.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B25.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements.
- (b) What the expected response time from notice of incident to a resource being available is and any service level agreements guaranteeing this response time.
- (c) Expected city resources required to be made available depending on the type of engagement.
- (d) A sample statement of work which would be leveraged in an engagement scenario.

B26. SAMPLE ENGAGEMENT SCHEDULE (SECTION E)

B26.1 Proponents should present a sample engagement schedule, for each service they wish to provide, using Microsoft Project or similar project management software, complete with resource assignments (analysts), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B26.2 For Digital Forensic Analysis services, the sample engagement schedule should reflect the proponent being engaged to assist in the determination of how a confidential document was leaked to an outside organization (for example a local press reporter).

- B26.3 For Network Penetration Assessment services, the sample engagement schedule should reflect the proponent being engaged to simulate a cyber attack and perform a risk assessment and gap analysis.
- B26.4 For Vulnerability Assessment services, the sample engagement schedule should reflect the proponent being engaged to identify and evaluate vulnerabilities in a web application.
- B26.5 For Threat Risk Assessment services, the sample engagement schedule should reflect the proponent being engaged to assess threats to a department IT infrastructure located at one site.
- B26.6 For Security Architecture Assessment services, the sample engagement schedule should reflect the proponent being engaged to assist with a review of network services (for example a firewall).
- B26.7 For PCI-DSS Assessment services, the sample engagement schedule should reflect the proponent being engaged to perform an analysis of a new area within a department accepting credit card payments and refunds from the public.
- B26.8 For SCADA Assessment services, the sample engagement schedule should reflect the proponent being engaged to perform an analysis of a Water & Waste SCADA system.

B27. UNFAIR LABOUR PRACTICES

- B27.1 The Contractor declares that in bidding for the Work and in entering into a 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> conventions as ratified by Canada.
- B27.2 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.
- B27.3 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.).
- B27.4 Failure to provide the evidence required under B27.3, may be determined to be an event of default in accordance with C18.
- B27.5 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.
 - B27.5.1 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.
 - B27.5.2 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 B27.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

B27.5.3 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.

B28. INFORMATION MANAGEMENT

B28.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the shortlisted Proponent. Further, where the Services &/or Work is being provided by a third party (either by a Subcontractor or authorized third party reseller), the shortlisted Proponent represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.

B28.2 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and Personal Health Information Act ("PHIA") 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 FIPPA and PHIA.

B28.3 The shortlisted Proponent:

- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
- (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
- (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.

B28.4 While this Contract is in effect, and at all times thereafter, the shortlisted Proponent shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.

B28.5 The shortlisted Proponent shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the shortlisted Proponent shall be in compliance with FIPPA and PHIA.

B28.6 Further to C23 of the General Conditions, all Confidential Information is and shall remain the property of the City.

B28.7 The shortlisted Proponent shall not 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 Contract Administrator. The shortlisted Proponent shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Contract Administrator.

B28.8 While this Contract is in effect and at all times thereafter the shortlisted Proponent shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:

- (a) ensure that access to the Confidential Information is only provided or permitted a "need to know" basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;

- (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
- (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Contract Administrator; and
- (d) inform its Subcontractors of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subcontractors comply with those obligations, including (but not limited to) binding said Subcontractors to terms no less strict than those herein through written confidentiality agreements.

B28.9 The shortlisted Proponent 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 shortlisted Proponent has in place to protect its own confidential information; or
- (b) the standards imposed on the shortlisted Proponent by the Contract Administrator.

B28.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a "Confidentiality Breach"), the shortlisted Proponent shall immediately notify the Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Contract Administrator of said steps in writing.

B28.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the shortlisted Proponent shall provide the Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Contract Administrator, 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 shortlisted Proponent shall cooperate with the Contract Administrator in the defense of the demand, if so requested by the Contract Administrator.

B28.12 The shortlisted Proponent shall, and shall ensure its Subcontractors, comply with all directives issued by the Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Contract Administrator so that the Contract Administrator can verify that the shortlisted Proponent has complied, and is complying, with its obligations hereunder.

B29. SUBSTITUTIONS

B29.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute Person. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B30. NON-CONFORMING SUBMISSIONS

B30.1 Notwithstanding B21.1, if a Proponent's Submission is not strictly in accordance with any provision of this RFQ, the City may, at their option:

- (a) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
- (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.

B30.1.1 If the non-conformance is an omission, the City may, at their discretion, give the Proponent up to five (5) Business Days to supply the omitted material.

B30.2 If the requested information is not submitted by the time specified in B30.1.1, the Submission will be determined to be non-responsive.

B31. PROPONENT'S COSTS AND EXPENSES

B31.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

B32. EVALUATION OF CRITERIA

B32.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

- (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 Subconsultants, if any, pursuant to B9: (pass/fail)
- (c) Experience of Proponent and Subconsultant; (Section B) 25%
- (d) Experience of Key Personnel Assigned to the Project; (Section C) 25%
- (e) Service Understanding and Methodology (Section D) 25%
- (f) Sample Engagement Schedule (Section E) 25%

B32.2 Further to B1.2(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.

B32.3 Further to B1.2(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.

B32.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B1.2(a) and B1.2(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B32.5 Further to B1.2(c), Experience of Proponent and Subconsultant 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 B23.

B32.6 Further to B1.2(c), 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 B24.

B32.7 Further to B1.2(e), Service Understanding and Methodology will be evaluated considering your firm's understanding of the service management approach and team organization, in accordance with B25

B32.8 Further to B1.2(f), Sample Engagement Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the schedule, in accordance with B26

- B32.9 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B32.10 Where references are requested, the reference checks to confirm the 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.

B33. NO CONTRACT

- B33.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.
- B33.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the RFP stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to their Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the RFP, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.
- B33.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- B33.4 If the City proceeds to request a more detailed proposal, only to Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:
- (a) only one Submission is received; or
 - (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.
- B33.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B33.6 Following the conclusion of the procurement process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.