



**EMPLOYEE FAMILY ASSISTANCE PLAN SERVICE PROVIDER**

**URGENT**

**PLEASE FORWARD THIS DOCUMENT TO  
WHOEVER IS IN POSSESSION OF THE  
REQUEST FOR PROPOSAL**

ISSUED: May 31, 2019  
BY: Shauna Baluk  
TELEPHONE NO. 204 - 986-4856

**THIS ADDENDUM SHALL BE INCORPORATED  
INTO THE REQUEST FOR PROPOSAL AND  
SHALL FORM A PART OF THE CONTRACT  
DOCUMENTS**

Template Version: Ar20160708

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**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Proposal may render your Proposal non-responsive.**

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**PART A – PROPOSAL SUBMISSION**

Replace: 401-2019Proposal Submission with 401-2019Addendum 3 - Proposal Submission. The following is a summary of changes incorporated in the replacement Proposal Submission:

Form B(R1): Revised Item 1 unit of measure and unit price columns. Add Items No. 7 to 12 inclusive.

**PART B – BIDDING PROCEDURES**

Revise B2.1 to read: The Submission Deadline is 12:00 noon Winnipeg time, **June 14, 2019**.

Add B15.6:

B15.6 Further to B15.3(b), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of the following:

B15.6.1 That all information and materials acquired by the Proponent, or to which the Proponent may be given access, if successful under this Request for Proposal ("Confidential Information") shall be treated in accordance with D16 by providing:

- (a) confirmation that Confidential Information shall be maintained for the full term of the Contract at minimum, unless otherwise directed by the City in writing;
- (b) a description of how the Proponent's proposed solution meets the requirements in D16, including:
  - (i) how the proposed solution meets the requirements for rapid repatriation of Confidential Information;
  - (ii) the data format of the Confidential Information once extracted from the proposed solution;
  - (iii) the proposed solution's ability to purge Confidential Information based on City-approved records retention and disposition schedules; and
  - (iv) how the Proponent would address official, time sensitive access to information requests.

B15.6.2 That, in accordance with D16, Confidential Information shall be stored, transported, and transmitted ("Sited") in a secure jurisdiction by providing:

- (a) written confirmation that Confidential Information shall not be Sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part; or
- (b) written confirmation that the Confidential Information shall be Sited in a proposed alternative jurisdiction that will apply equivalent or greater protections to the Confidential Information, and that no duplicates

or portions thereof shall be sited outside of said proposed alternative jurisdiction, in whole or in part, and shall provide full details of such proposed alternative, including:

- (i) what Confidential Information will not be Sited in Canada;
- (ii) under what circumstances the above Confidential Information will not be Sited in Canada; and
- (iii) where the above Confidential Information will be Sited.

The City reserves the right to assess proposed alternative jurisdictions, and may in its sole discretion determine whether such proposed alternative jurisdictions provide equivalent or greater protections to the Confidential Information than Canada.

B15.6.3 Certification that any computer information management system to store or process Confidential Information is certified as ISO/IEC 27001 (or equivalent) compliant and is compliant with ISO/IEC standards 270002, 27017, and 27018 (or equivalents) pursuant to E4, by providing:

- (a) a certificate of compliance with ISO/IEC 270001 from an accredited certification body and a written description of how the proposed solution complies with ISO/IEC 270002, 27017, and 27018; or
- (b) a certificate of compliance with a functionally equivalent standard to ISO/IEC 270001 (such as the AICPA SOC auditing framework or NIST SP 800-53) from an accredited certification body and a written description of how the proposed solution is compliant with standards that are functionally equivalent to ISO/IEC 27002, 27017, and 27018.

Revise B21.2 to read:

B21.2 Further to B21.1(a) and B21.1(b), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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.

Revise B21.6 to read:

B21.6 Further to B21.1(c), the Total Bid Price shall be evaluated considering:

- (a) For item 1, the quantities multiplied by the unit prices multiplied by 12 months to determine annual costs;
- (b) For items 2-8, unit prices for items 2-6 considering the responses to items 7 and 8;
  - (i) points assigned based on services included compared to those with an associated cost or fee for service;
- (c) For item 9, points attributed to length of guarantee;
- (d) For item 10, points attributed on utilization assumption and definition of utilization (i.e. what counts towards utilization);
- (e) For item 11, points attributed based on year-end reconciliation approach;
- (f) For item 12, points attributed based on description of renewal methodology.

Add: B23 to read: **ELIGIBILITY**

B23.1 As a result of having provided guidance in relation to this Project, the following individuals and the companies with which they are currently employed are not eligible to be a Proponent, participate as Team Members of a Proponent, or act as advisors to a Proponent or to any of its Team Members or to otherwise participate in the development and preparation of Proposals for the Project:

- (a) Benefits Consultant - HUB International

B23.2 A Proponent may be disqualified if any of the above-noted ineligible persons participate in the development and preparation of the Proponent's Proposal for this project.

B23.3 Proponents are advised that HUB International will participate, alongside City staff, in the evaluation of Proposals.

## **PART D – SUPPLEMENTAL CONDITIONS**

Add: D16

### **D16. INFORMATION MANAGEMENT**

D16.1 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.

D16.2 For the purposes of D16, 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.

D16.3 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.

D16.4 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.

D16.5 Further to D6, 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 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 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.

D16.6 Further to D6, while this Contract is in effect and at all times thereafter the Contractor shall:

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

D16.7 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.

D16.8 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:

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

D16.9 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.

D16.10 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.

D16.11 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.

D16.12 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.

## **PART E – SPECIFICATIONS**

Add: E4

### **E4: MANDATORY REQUIREMENTS RELATED TO DATA HOSTING**

E4.1: In accordance with D16, any Confidential shall be stored in Canada (as described in B15.6.2(a)) OR in an equivalent jurisdiction (as described in B15.6.2(b));

E4.2: The Contractor’s management of Confidential Information must be compliant with the provisions of FIPPA as outlined in section D16 of this document.

E4.3: Any computer systems or other information management systems Contractor uses in storing or processing Confidential Information in the performance of the Services are certified as compliant with ISO/IEC 270001 (or equivalent), and is compliant with ISO/IEC 27002, 27017, and 27018 (or equivalents).

## **APPENDICES**

Replace: Appendix\_B\_Providers\_Questionnaire\_ Revised - *to be replaced with:*  
**Appendix\_B\_Providers\_Questionnaire\_Revision 2**

Page numbering on some forms may be changed as a result.