



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 16-2020

**REQUEST FOR QUALIFICATION FOR THE PROVISION OF STAFF
AUGMENTATION SERVICES**

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. PROJECT TITLE

B1.1 REQUEST FOR QUALIFICATION FOR THE PROVISION OF STAFF AUGMENTATION SERVICES

B2. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

B2.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Pre-qualified Proponents to provide Staff Augmentation services when the City chooses to request services for Engagements until March 31, 2023.

B2.1.1 The City reserves the right to onboard new proponents for addition to the prequalified list during the term of the Request for Qualification.

B2.1.2 Interested proponents may contact the Contract Administrator as identified in D4.

B2.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.

B2.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and place the highest ranking Proponents in accordance with B25 on the Pre-qualified Proponents List. Only those Proponents on the Pre-qualified Proponents List will be invited to submit Engagement Proposals in response to future Requests for Staff Augmentation services as requested by the City.

B2.3.1 Price will be requested, and evaluated, as part of the Assignment of Engagement process in response to future Requests for Staff Augmentation services as requested by the City in accordance with E4.

B3. SUBMISSION DEADLINE

B3.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 28, 2020.

B3.2 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 B3.1.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 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.

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

B5. ADDENDA

B5.1 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.

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.

B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.

B5.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B6. CONFLICT OF INTEREST AND GOOD FAITH

B6.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B6.2 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 its 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.

B6.3 In connection with its Bid, each entity identified in B6.2 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.

B6.4 Without limiting B6.3, 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.

B6.5 Without limiting B6.3, 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 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 its 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 B6.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its 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.

B6.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

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. NON-DISCLOSURE

B8.1 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.

B8.2 Proponents are advised that an attempt on the part of any Proponent or any of its 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.

B9. QUALIFICATION SUBMISSION

- B9.1 The Qualification Submission should consist of the following components:
- (a) Form A: Qualification Submission (Section A);
 - (b) Form C: Staffing Resource Strength Matrix (Section B);
 - (c) Experience of Proponent (Section C); and
 - (d) Credentials (Section D).
- B9.2 The Qualification shall be submitted electronically through MERX at www.merx.com.
- B9.2.1 Qualifications will **only** be accepted electronically through MERX.
- B9.3 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.
- B9.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B25.1(a).
- B9.5 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.
- B9.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- B9.7 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

B10. FORM A: QUALIFICATION SUBMISSION

- B10.1 Further to B9.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.
- B10.2 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 his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B10.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 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.
- B10.4 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 his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B10.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B10.6 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.

B11. QUALIFICATION

B11.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B11.2 The Proponent shall be prepared to 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.

B11.3 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.

B12. FORM C: STAFFING RESOURCE STRENGTH MATRIX (SECTION B)

B12.1 The Proponent should submit Form C: Staffing Resource Strength Matrix with all the requested information.

B13. EXPERIENCE OF PROPONENT (SECTION C)

B13.1 The Proponent should submit an executive summary which should not exceed two (2) pages for the City to evaluate the experience of the Proponent(s) with reference to:

- (a) their organization, management and business model; and
- (b) the number of clients similar in size and scope.

B14. CREDENTIALS (SECTION D)

B14.1 The Proponent should submit an executive summary which should not exceed five (5) pages highlighting the elements of the approach to and experience in addressing Staff Augmentation needs similar to that of the City's. More specifically:

- (a) business strategy, as it relates to these Staff Augmentation agreements;
- (b) process for matching and providing staff for the City's anticipated Engagement requirements (independents, subcontractors, employees);
- (c) Staff Augmentation business model and resourcing approach (independents, subcontractors, employees);
- (d) approach to staff training and relevant staff training metrics: and
- (e) proposed process to replace personnel who leave during an Engagement or who do not perform in accordance with SOW.

B15. NON-CONFORMING SUBMISSIONS

B15.1 Notwithstanding B9.1, if a Proponent's Submission is not strictly in accordance with any provision of this RFQ, the City may, at its 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.

B15.1.1 If the non-conformance is an omission, the City may, at its discretion, give the Proponent up to five (5) Business Days to supply the omitted material.

B15.2 If the requested information is not submitted by the time specified in B15.1.1, the Submission will be determined to be non-responsive.

B16. NO COLLUSION

B16.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B16.2 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.

B17. NO LOBBYING

B17.1 Any form of political or other lobbying whatsoever 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 RFQ has been issued, disqualification from the RFQ process.

B18. PROPONENT'S COSTS AND EXPENSES

B18.1 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.

B19. CONFIDENTIALITY AND PRIVACY

- B19.1 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 City. The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFQ and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.
- B19.2 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.
- B19.3 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).
- B19.4 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 its internal review process and to provide such copies to its staff and/or external advisors and representatives.
- B19.5 The City reserves the right to post the names of the shortlisted Proponents on its website, or otherwise make this information public at the end of the RFQ selection process.
- B19.6 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.

B20. ELIGIBILITY

- B20.1 No Persons involved with the City, or acting as a consultant or sub-consultant 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.

B21. PROCUREMENT PROCESS

- B21.1 The first stage of the procurement process for the Work is this RFQ. The City will qualify all Proponents that meet our minimum threshold for acceptance.
- B21.2 Following completion of the RFQ stage, shortlisted Proponents will be placed on our Pre-qualified Proponents List and invited to provide detailed proposals in response to future staffing requests.
- B21.3 Details on the staff augmentation process are specified in E4.

B22. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

- B22.1 Qualification Submissions will not be opened publicly.
- B22.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at www.merx.com.

- B22.3 The successful Pre-qualified Proponent and the Contract value for each Engagement will be available on www.merx.com.
- B22.4 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).
- B22.4.1 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.
- B22.5 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B23. NOTIFICATION OF STATUS

- B23.1 All Proponents submitting this Qualification Application shall be notified in writing regarding the acceptability of their submission.
- B23.2 The Request for Qualification does not commit the City to award any contracts or to defray any costs incurred in the preparation and submission of data pursuant to this request.
- B23.3 The City reserves the right to re-issue this Request for Qualifications in the event that there are not enough Pre-qualified Proponents on the list.

B24. EVALUATION SCHEDULE

- B24.1 The City intends to complete the evaluation of the Qualification Submissions by March 27, 2020.
- B24.2 Estimated Preliminary Schedule.

Phase	Approximate Date(s)
1. RFQ Process	February 03 – February 28, 2020
2. Evaluation/Shortlist of Proponents	February 29 – March 27, 2020
3. Notification of Award	March 30 – March 31, 2020

B25. EVALUATION OF QUALIFICATION

- B25.1 Submissions shall be based on the following criteria:
 - (a) Completeness of responses to stated requirements (pass/fail);
 - (b) Qualifications of the Proponent and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Form C: Staff Augmentation Resource Strength (Section B) 30%
 - (d) Experience of Proponents (Section C) 30%;
 - (e) Credentials (Section D) 40%;
- B25.2 Further to B25.1(a), the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B25.3 Further to B25.1(b) the Award Authority shall reject any Qualification submitted by the Proponent who does not demonstrate, in his Qualification Submission or in other information required to be submitted, that he is responsible and qualified.
- B25.4 Further to B25.1(c), Form C: Staff Augmentation Resource Strength Matrix shall be evaluated considering the information submitted in accordance with B12.
- B25.5 Further to B25.1(d), Experience of Proponents shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted in accordance with B13.
- B25.6 Further to B25.1(e), Credentials shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted in accordance with B14.
- B25.7 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.
- B25.8 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.
- B25.9 The City may, in its sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to its Submission.
- B25.10 Further to B25.1(c) to B25.1(e), a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 65% of the available points.

B26. NO CONTRACT

- B26.1 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.
- B26.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the RFSA stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to its 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 RFSA, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.
- B26.3 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.
- B26.4 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.
- B26.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.

Following the conclusion of the RFQ process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Supply of Services* (Revision 2019 01 15) are applicable to the Work of the Contract.

C1.1.1 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

PART D - SUPPLEMENTAL CONDITIONS

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. SCOPE OF WORK

D2.1 The Work to be done under the “Pre-qualified Proponents List” for Staff Augmentation Engagements are for various categories of services for all City departments and Special Operation Agencies until March 31, 2023.

D2.2 The categories of service are as follows:

- (a) Business Transformation;
- (b) Enterprise Architecture;
- (c) Innovation;
- (d) Project Management;
- (e) Application Solutions;
- (f) Data Management & Business Intelligence;
- (g) Geographic Information System (GIS);
- (h) Desktop Management;
- (i) IS Service Desk;
- (j) Server Platform Management;
- (k) Middleware Management;
- (l) Storage Management;
- (m) Connectivity;
- (n) Web Designer/Website Content Writer;
- (o) Business Analysis;
- (p) Solution Design/Package Selection;
- (q) Payment Card Industry (PCI) Consulting and Vulnerability Assessment;
- (r) Radio Communications And Electronics;
- (s) Organizational Change Management; and
- (t) Quality Assurance.

D2.3 The City reserves the right to solicit resources thru this RFQ or alternate solicitation methods in the best interest of the City.

D3. DEFINITIONS

D3.1 When used in this Request for Qualification:

- (a) **“Engagement”** means a specific requirement for Staff Augmentation services requested by the City in the form of a Request for Services to Proponents on the Pre-qualification List;

- (b) **“Engagement Proposal”** means a Proponent’s response to a Request for Services which shall be in the form of the Proponents choosing which ensures the requirements as noted on Appendix A are duly noted;
- (c) **"may"** indicates an allowable action or feature which will not be evaluated;
- (d) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (e) **“Person”** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (f) **“Pre-qualification List”** means the single list of Pre-qualified Proponents established for all categories of service, in accordance with the provisions hereof (sometimes called a standing offer or master agreement).
- (g) **“Proponent”** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (h) **“Request for Services”** means a request issued to a Proponent which shall be in the form attached as Appendix A;
- (i) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (j) **“Staff Augmentation”** means a process whereby the City’s existing staff complement is increased for a temporary time to due to capacity or skill shortages that cannot be effectively addressed through alternate means;
- (k) **“Submission or Qualification Submission”** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (l) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Request for Qualification.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator for this RFQ is:
Gerry Berkowski
Program Manager, Enterprise Transformation Office
Telephone No.: 204- 479-5423
Email: GBerkowski@winnipeg.ca

D5. SUSPENSION AND REMOVAL FROM THE PRE-QUALIFIED PROPONENTS LIST

- D5.1 Suspension from the Pre-qualified Proponents List may be made by the Contract Administrator, at his/her sole discretion, for any failure on the part of the Contractor to meet any of the obligations in the Work resulting from this Request for Qualification or the inability of the Pre-qualified Proponent to present proposals in response to staffing requests.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 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.

D7. WORKERS COMPENSATION

D7.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Pre-qualified Proponents List, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D8.2 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, and products and completed operations to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work.
- (c) Professional Errors and Omissions Liability Insurance in an amount of not less than \$250,000 . per claim and \$500,000 in the aggregate.

D8.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

D8.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).

D8.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D2.2. The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

D8.6 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.

D8.7 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

D8.8 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time at the inception or during this agreement.

D9. NON-DISCLOSURE

- D9.1 Pre-qualified Proponents must not disclose any details pertaining to their RFQ 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. Pre-qualified 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.
- D9.2 Pre-qualified Proponents are advised that an attempt on the part of any Proponent or any of its 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 solicitation, may lead to disqualification.

PART E - SPECIFICATIONS

GENERAL

E1. EXECUTIVE SUMMARY AND BACKGROUND

- E1.1 City of Winnipeg Public Service has received Council approval to proceed with a Request for Qualification of Staff Augmentation Services.
- E1.2 The City of Winnipeg understands that its internal support operations / services (including IT services) must be provided in the most cost effective manner. Many senior managers in the City consider more, and more effective, IT investment as one of the few levers available to close the gap between service demand and service affordability.
- E1.3 The City will, based upon the evaluated Submissions, establish a single Pre-qualified Proponents List of pre-qualified Proponents (Contractors) for the various categories of IT services identified in E3. The City intends to solicit bids from all Pre-qualified Proponents on the Pre-qualified Proponents List.
- E1.4 During the term of the Contract, as services are required for various Engagements, the City will assign Work to Pre-qualified Proponents in accordance with the process outlined in E4.

E2. WINNIPEG

- E2.1 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.
- E2.2 For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf
- E2.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>
- E2.4 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>
- E2.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

E3. SERVICE CATEGORIES

- E3.1 These specifications shall apply to the categories of services described below except as may otherwise be provided in the Request for Services.

E3.2 BUSINESS TRANSFORMATION

- E3.2.1 Category Description
- (a) Business Transformation resources will contribute to initiatives that are intended to transform all aspects of the organization to improve services and operations. The requested work may include consulting, evaluating, process design, modeling and developing change management plans for business transformation opportunities.

E3.3 ENTERPRISE ARCHITECTURE

E3.3.1 Category Description

- (a) Enterprise Architecture (EA) resources will define, develop and/or implement solutions to optimize the City's governance, strategy, services and/or programs. The requested work may include consulting, business case development, conducting architectural assessments and models for new and existing enterprise services, including applications and systems.

E3.4 INNOVATION

E3.4.1 Category Description

- (a) Innovation resources will contribute to the creation and application of new ideas to change and improve the way the City conducts its business and services. The requested work may include visioning, modeling and developing concepts and/or solutions for organizational change.

E3.5 PROJECT MANAGEMENT:

E3.5.1 Category Description:

- (a) Project Management resources will plan, organize and manage all aspects of a project. The requested work may include project initiation, project planning, project execution and project closure. Examples of Project Management resources could include roles such as Project Manager, Project Administrator and Project Controller.

E3.6 APPLICATION SOLUTIONS:

E3.6.1 Category Description:

- (a) Application Solutions resources will turn a business problem or opportunity into a new application, upgrade an existing application, or provide continued support to an existing application. The requested work may include consulting, business case development, application development, application support and developing and presenting training program. The resource of the application development is to plan, design, develop and maintain the City's business applications, based on the requirements gathered and documented by the business.

E3.7 DATA MANAGEMENT & BUSINESS INTELLIGENCE:

E3.7.1 Category Description:

- (a) Data Management resources will manage the data of City's business effectively; for both geographic and non-geographic data. The requested work may include data architecture, data warehouse development and support, database management, data security and data quality.
- (b) Business Intelligence resources will provide the decision-making solution for supporting the City's business. The work may include development of data reporting, data analysis and data mining solutions.

E3.8 GEOGRAPHIC INFORMATION SYSTEM (GIS):

E3.8.1 Category Description:

- (a) GIS Developer resources will develop, support and operate information systems involving Geographical Information Systems (GIS). The requested work will involve code development and data integration all targeted to promote the sharing of geographic and non-geographic data at the City in various unique forms, including maps. The following skill sets would be required:
 - (i) Database expertise using Oracle Spatial.

- (ii) GIS expertise using Intergraph's GeoMedia Web Map and GeoMedia Pro.
- (b) GIS Technologist resources will conduct the ongoing maintenance of various digital geographic data for the City such as address points and assessment parcel polygons. The technologist is also involved in corporate access to GIS data and produces requested electronic or hard copy map products and provides GIS analysis/consultation services. The following skills set would be required:
 - (i) Strong GIS skills using Intergraph's GeoMedia Pro and MapInfo;
 - (ii) Database expertise using Oracle Spatial and MS Access;
 - (iii) Cartography best practices.

E3.9 DESKTOP MANAGEMENT:

E3.9.1 Category Description:

- (a) Desktop Management resources will effectively manage and configure the computer hardware and software for the end Users. The requested service may include:
 - (i) installation, move, add, change the desktop hardware and software;
 - (ii) resolved problems associated with the usage of the hardware and software of the desktop environment.

E3.10 IS SERVICE DESK:

E3.10.1 Category Description:

- (a) IS Service Desk resources will follow pre-defined incident and problem management procedures through a central point of contact. The IS Service Desk will take the call, record it in a database, and provide guidance and assistance to address IS concerns.

E3.11 SERVER PLATFORM MANAGEMENT:

E3.11.1 Category Description:

- (a) Server Platform Management resources will manage effectively the server hardware and support as well as operating system and associated system software . The requested work may include the installation, upgrade, support of the server as well as server monitoring and server optimization.

E3.12 MIDDLEWARE MANAGEMENT:

E3.12.1 Category Description:

- (a) Middleware Management resources will provide a robust, well managed and secured environment for the web applications, application data and application server software. The requested work may include:
 - (i) installation, upgrade, maintenance and support of web software, database software and/or application server software;
 - (ii) performance tuning on web environment, database environment and application /middle-tier environment as well as monitoring and optimization;
 - (iii) management of the hosting environment for the application data on the database , based on the requirements gathered and documented by the business.

E3.13 STORAGE MANAGEMENT:

E3.13.1 Category Description:

- (a) Storage Management resources will provide a robust, well managed and secured storage capabilities. The requested work may include storage

implementation/configuration, storage migration from one system to another, cost optimization through storage tier options, etc.

E3.14 CONNECTIVITY:

E3.14.1 Category Description:

- (a) Connectivity resources will provide the ability to securely connect desktops, servers and other devices to the City's internal network from any site within the City's network and internal and external networked-based resources and applications. The requested work may include:
 - (i) provide secure access to applications, systems and resources located in multiple data centres - internally or on the Internet, including email, file shares, SharePoint and more;
 - (ii) provide secure network connectivity for desktops, servers, mobile devices, applications and site-to-site Connections to Local Area Networks (LAN);
 - (iii) Wireless Local Area Network (WLAN) and roaming wireless data services;
 - (iv) provide network performance reliability and security monitoring and optimization.
- (b) Security resources will provide services relating to Information Security. The requested work may include:
 - (i) Security assessments;
 - (ii) Penetration testing;
 - (iii) Security incident remediation and forensics;
 - (iv) Consultation on security program enhancements, including governance policy creation, organizational change management and business process engineering.

E3.15 WEB DESIGNER/WEBSITE CONTENT WRITER:

E3.15.1 Category Description:

- (a) Web Designer/Website Content Write resources will facilitate the communication between the City and its citizens through the World Wide Web. The work may include creating the look and feel of Web pages, creating and/or modifying the Web pages that effectively communicates the ideas being promoted by the City's Web site.

E3.16 BUSINESS ANALYSIS

E3.16.1 Category Description

- (a) Business Analyst resources will elicit, analyze, specify, and validate the business needs of project stakeholders. This work may include reviewing available documentation, performing environmental scans, interviewing stakeholders, and analyzing work processes in order to gather and document user and organizational requirements. The work produced by Business Analyst resources may be used by project decision makers and software development/package implementation teams throughout the project lifecycle. Work produced may include Business Cases, Feasibility Studies, 'Use Cases'/'User Stories', Functional and Non-Functional Requirements, and Business Process Improvement reports. The following skill set would be required:
 - (i) Strong verbal and written communication and facilitation skills;
 - (ii) Proven experience with business and technical requirements analysis, elicitation, process modeling, and requirements verification;
 - (iii) Expertise in system development methodologies, project lifecycles, and project planning including resource, cost, and schedule estimation;

- (iv) Knowledge of current software, network, and hardware standards, trends and capabilities.

E3.17 SOLUTION DESIGN/PACKAGE SELECTION

E3.17.1 Category Description

- (a) Solution Design/Package Selection resources will develop and document detailed technical designs and/or technical specifications that satisfy business and organizational requirements. This work may include assisting project stakeholders in validating and prioritizing business requirements and preparing conceptual models and descriptions of the end-to-end solution for project decision makers. This work may also include the creation of detailed systems models, specifications, diagrams, and other descriptions to provide direction to software development or system procurement teams. Work produced may include documented Solution Architectures, Technical Design Specifications, Software Package Recommendations, Project/Solution Implementation Plans, and Systems Cost/Benefit/Investment Analysis. The following skill set would be required:
 - (i) Strong verbal and written communication skills and facilitation skills;
 - (ii) Extensive experience creating detailed technical specifications, systems and integrated architectures and designs;
 - (iii) Expertise in system development methodologies, software and hardware evaluation and selection;
 - (iv) Expertise in project management including resource, cost and schedule estimation;
 - (v) In-depth technical knowledge of current software, network and hardware standards, trends, capabilities and best practices.

E3.18 PAYMENT CARD INDUSTRY (PCI) CONSULTING AND VULNERABILITY ASSESSMENT:

E3.18.1 Category Description

- (a) PCI Consulting resources will provide a wide range of services. We will seek guidance and certification resources to ensure the City remains compliant with the PCI standards. Vendor qualifications should include:
 - (i) QSA-C Certification from the PCI Standards Council;
 - (ii) QSA certification for employed staff;
 - (iii) not be in remediation status with the PCI Council;
 - (iv) complete familiarity with:
 - The various PCI SAQ types and requirements for completion;
 - The most current version of the PCY-DSS standard and the ability to assist with transition from previous versions;
 - The PCI Council's Prioritized Approach methodology for substantiating PCI compliance;
- (b) Vulnerability assessments (VAs) are completed on a regular basis by the City. As threat sources change and new tools evolve to mitigate risks, the City will be seeking skilled resources to ensure we maintain a secured environment. The City's VA initiative extends beyond just the assessments themselves and discovery of threats; and includes:
 - (i) Discovery of vulnerabilities and weaknesses in applications on various platforms, using a variety of ASV-approved tools and the portal level and local network level;
 - (ii) Explanation of the exposures found and how they could be exploited;

- (iii) Recommendations for remediation of the vulnerabilities based on industry standards;
- (iv) Assurance that remediation exercises, once completed, have been successful by undertaking additional vulnerability scans;
- (v) Where remediation is not possible or practical, recommendation and documentation of compensating controls that address risk.

E3.19 RADIO COMMUNICATIONS AND ELECTRONICS:

E3.19.1 Category Description:

- (a) Radio Communications and Electronics resources will provide a wide range of communication services. The requested work may include the acquisition, installation, maintenance and support of:
 - (i) Radio System Support;
 - (ii) Telephone & Cellular;
 - (iii) Mobile Data;
 - (iv) Specialized Electronic Support;
 - (v) CCTV/Video;
 - (vi) Alarm Systems;
 - (vii) PA / Audio Systems.

E3.20 ORGANIZATIONAL CHANGE MANAGEMENT

E3.20.1 Category Description:

- (a) Organizational Change Management training and certification resources will train and provide certification in Prosci (ADKAR) change management methodologies and tools;
- (b) Organizational Change Management resources will provide organizational change management expertise to prepare for, manage and reinforce change on projects.

E3.21 QUALITY ASSURANCE:

E3.21.1 Category Description:

- (a) Quality Assurance Analysts resources will ensure that the software product conforms to the approved business requirements. this work may include gathering and analyzing data in support of systems requirements, writing test plans and test cases and conducting system testing, tracking software application effects and fixes. The work produced by Quality Assurance resources may be used by project decision makers and software development/package implementation teams throughout the project lifecycle. Work produced may include overall software quality approach, test plans, test cases and test scripts, and test summary reports. The following skillset will be required :
 - (i) Proven experience as a QA analyst/tester for a major application integration and/or major application product release;
 - (ii) Strong knowledge of system testing best practices and methodologies;
 - (iii) Direct hands-on experience with ad hoc query programs, automated testing tools, and reporting software;
 - (iv) Proven analytical problem-solving skills.

E3.22 Notwithstanding D2.1, the City shall have the right to alter the category of services as reasonably required from time to time during the term specified in B2.1.

E3.23 The scope of the Work, for each Engagement, will be specified in the Request for Staff Augmentation Services which will be issued in the form similar to attached Appendix A. Time elapsed between date of issue and response requested will range from five days to two weeks. Commencement of work dates may be adjusted to accommodate award approvals.

E3.24 No Request for IT Services will be issued for:

- (a) services within the scope of other contracts currently in effect;
- (b) services for projects of a size, nature or time frame that, in the sole judgment of the City, require a separate solicitation of offers.

E4. ASSIGNMENT OF ENGAGEMENTS

E4.1 When, during the term specified in B2.1, services are required for a project, the Contract Administrator will issue a Request for Staff Augmentation Services in the form similar to attached as Appendix A, to the Pre-qualified Proponents on the Pre-qualified Proponents List, for the appropriate service category.

E4.2 The Proponent(s) are invited to submit an Engagement Proposal in accordance with the procedure set forth below.

E4.3 Upon receipt of the Request for Staff Augmentation Services, the Pre-qualified Proponent(s) shall familiarize themselves with the location, extent and purpose of the Work and shall determine the adequacy of the information contained in the Request for Staff Augmentation Services and the actual conditions and requirements of the Work. Under certain circumstances, the User may optionally request that the Pre-qualified Proponent(s) provide resumes for the proposed personnel and/or participate in an interview process.

E4.4 The Pre-qualified Proponent(s) shall, no later than midnight of the date shown on the Request for Staff Augmentation Services, submit:

- (a) an Engagement Proposal, in a format of the Pre-qualified Proponent's choosing which ensures the requirements as noted on Appendix A are duly noted.

E4.5 Notwithstanding C22 Notices, the Engagement Proposal E4.4(a) above, will be submitted via electronic mail (email) to the Contract Administrator submitting Appendix A: Request for Staff Augmentation Services.

E4.6 Notwithstanding E4.2, the City shall not be required to submit a Request for Staff Augmentation Services to a Pre-qualified Proponent if:

- (a) the Pre-qualified Proponent has previously declined to submit an Engagement Proposal for Work of similar nature, scope and size and to be performed in substantially the same time frame;
- (b) the Pre-qualified Proponent requests, for reasons acceptable to the Contract Administrator, to be excluded from the normal order of the Pre-qualification List for all or any types of Work;

E4.7 The Engagement Proposal will be evaluated by the User based on the following bid evaluation criteria:

- | | |
|---|-----------|
| (a) Availability | Pass/Fail |
| (b) Unit Price per hour and any incidental cost | 40%; |
| (c) Experience | 30%; |
| (d) Skills and Depth | 30% |

- E4.7.1 Further to the evaluation of E4.7(c) and (d) the User may request an interview with the proposed personnel.
- E4.7.2 Further to the evaluation of E4.7, the User may:
- (a) accept the Engagement Proposal;
 - (b) request a revised Engagement Proposal based on a revised Request for IT Services, a need for additional information, a request for different proposed personnel; or
 - (c) recommend to the Contract Administrator that the Engagement Proposal be rejected for any of the reasons stated in E4.8.
- E4.8 The City will have no obligation to accept an Engagement Proposal 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 cost to the City performing the Work, or a significant portion thereof, with its own forces; or
 - (d) in the judgment of the Contract Administrator, the interests of the City would best be served by not accepting an Engagement Proposal.
- E4.9 The City reserves the right to solicit competitive offers for Work for which an Engagement Proposal has been rejected.
- E4.10 The Contract Administrator may solicit evaluations of the Work performed by and/or personnel to determine whether the Proponent should be removed from the Pre-qualified Proponents List.
- E4.11 For the Engagements mentioned above and the successful Pre-qualified Proponents, the City of Winnipeg will provide access to any required City owned licensed applications, networks and equipment.
- E4.12 For the Engagements mentioned above the successful Pre-qualified Proponents shall use the City of Winnipeg Statement of Work form attached in Appendix B.
- E4.13 The successful Pre-qualified Proponent and contract value for each Engagement will be available in accordance with B22.
- E4.14 The City reserves the right to assign other work of similar nature and scope during periods where there is no work to be performed within the scope of the Staff Augmentation assignment.
- E4.15 The City reserves the right to request from the successful Pre-qualified Proponent for respective RFSA who supplied the resource for an Engagement a qualified substitute to replace personnel who leave during an engagement or who do not perform in accordance with SoW, without re-issuing a new Request for Staff Augmentation.
- E4.16 Where The City identifies future phases of work for Engagements, the City reserves the right to award future phases of work to the selected resource(s) from the pre-qualified Proponent.

APPENDIX A REQUEST FOR STAFF AUGMENTATION SERVICES - SAMPLE

Category of Service		Reference Number	
Date of Issue		Commencement Date	
Response required by		Completion Date	

Engagement Specifications – Work Required

Special Instructions
1.
2.
3.

Engagement Acceptance Criteria	
Award of the Engagement shall be based on the following bid evaluation criteria	
Availability	Pass/Fail
Unit price per hour and any incidental cost	40%
Experience	30%
Skills and depth	30%
Note: The working hours are seven (7) hours per day, excluding holiday, break and lunch from Monday through Friday between the hours of 8:30 AM and 4:30 PM CDT.	

Warranty Information (not withstanding C12)

Enterprise Transformation Office Only	
Request Number:	Request Contact:
<input type="checkbox"/> Approved	<input type="checkbox"/> Declined

APPENDIX B REQUEST FOR STAFF AUGMENTATION SERVICES – SAMPLE STATEMENT OF WORK

A STATEMENT OF WORK made effective the [#] day of [Month, Year].

BETWEEN:

THE CITY OF WINNIPEG
(called the “City”)

- and -

[INSERT COMPANY NAME]
(called the “Contractor”)

1. TERMS AND CONDITIONS

- (a) This Statement of Work (“SOW”) is made pursuant to and shall be governed by the terms and conditions of Request for Qualification for the Provision of Staff Augmentation Services, RFQ No. 16-2020 (“RFQ”), and Request for Staffing Augmentation Services # [REDACTED], issued under the RFQ (“RFSA”).
- (b) To the extent there is a conflict or inconsistency, the following is the order of precedence:
 - (i) the RFQ and RFSA;
 - (ii) the main body of this SOW;
 - (iii) the General Conditions for Supply of Services (“GCs”); and
 - (iv) any appendixes attached hereto.
- (c) Any capitalized terms that are not defined in this SOW shall have the meanings assigned to them in the RFQ, RFSA, or GCs, as applicable.

2. SCOPE OF ENGAGEMENT

(a)

Service Category	
Commencement Date	
Completion Date	
Location(s)	

Contractor Personnel	
Engagement Specifications	Please see the attached Appendix A
Special Instructions	

- (b) Any Work performed by the Contractor outside the scope identified herein without the City's prior written approval shall be deemed gratuitous on the Contractor's part, and the City shall have no liability with respect to such Work.
- (c) The Contractor shall be responsible for any work not explicitly set out in this SOW but which may be reasonably implied for the proper completion of the Engagement and/or Work.

3. FEES

- (a) Subject to the following subsections, in consideration of Work performed under this SOW to the reasonable satisfaction of the City, the City agrees to pay the Contractor at the rates outlined in the attached Appendix B.
- (b) The Contractor shall provide invoices to the City. All Work listed on an invoice must have been completed by the Contractor prior to submitting the invoice. All invoices shall be in writing and satisfactory to the City in both form and content. The Contractor shall also provide to the City such supporting documents, vouchers, statements, and receipts as may be reasonably requested by the City.
- (c) The City shall pay the invoiced amounts within thirty (30) days of receipt and approval of an invoice and any associated supporting materials. In the event that an unsatisfactory invoice, the City shall notify the Contractor within seven (7) days of receipt.

4. REPRESENTATIVES

Any communication under this SOW shall be delivered to the following party representatives:

For the Contractor:

For the City:

Attention: [Name, Title]

Attention: Gerry Berkowski, Program Manager

[Business Name]

The City of Winnipeg

[Address]

510 Main Street

Email: xxx@xxx.xx:

Email: gberkowski@winnipeg.ca

Facsimile: (xxx) xxx-xxxx

5. TERMINATION AND SUSPENSION

- (a) **Suspension:** The City may suspend the Engagement and/or Work being provided under this SOW for such time as the City may deem necessary, in its sole discretion. The City shall provide five (5) days prior written notice to the Contractor of its intention to suspend.

- (b) **Termination:** The City may terminate this SOW at any time by providing ten (10) days prior written notice to the Contractor. Upon termination of this SOW, the Contractor shall cease to perform any further Work.
- (c) The City's only obligation to the Contractor upon suspension or termination of this SOW shall be payment for Work satisfactorily completed prior to said suspension or termination.

6. FACSIMILES AND COUNTERPARTS

This SOW may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. For greater clarity, a photocopy, facsimile, scan, or other such digital copy of this SOW shall be deemed a valid and original execution of same.

7. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- (a) All reports, drawings, calculations, designs, plans, leading practices, specifications, and other data, information and all material utilized, collected, compiled, drawn and produced (including digital files) to carry out the Services contemplated in this SOW ("Deliverables") are solely the property of the City, with the exception of the materials and information in the possession of the Contractor prior to the commencement of this project, and the Contractor's copyright in such property, if any, is hereby assigned to the City.
- (b) For greater clarity, any disclaimer that is included in or on any Deliverable to limit the use by the City of such Deliverable, as provided for under this agreement, shall have no force and effect and will not alter the terms of this SOW, unless the terms of that disclaimer are expressly agreed to by both parties in writing as an amendment to this SOW.
- (c) Upon completion of the Services or termination of this SOW, all of the Deliverables shall be delivered by the Contractor to the City on demand by the City. The Contractor may retain one complete set of the Deliverables for its records and the City shall make the originals, or a reasonable reproduction thereof, available to the Contractor for all proper and reasonable purposes during the period of five (5) years following the completion or termination of the Contractor's Services under this SOW.
- (d) Without prejudice to any rights which may exist in the City by virtue of any prerogative rights and powers or by virtue of the Copyright Act of Canada, as amended from time to time, the Contractor assigns all present and future rights in the copyright in the Deliverables absolutely and immediately to the City. Furthermore, the City or any third party granted a right through the City, may use the Deliverables or any part thereof for, or apply it to, other studies or projects without the Contractor's consent and without any payment or compensation whatsoever. If the City or any third party granted a right through the City elects to so use or apply the Deliverables to another project, it does so at its own risk and the Contractor shall not be liable in any way for such other use or application or any adverse consequences flowing therefrom.
- (e) The Contractor expressly waives any claim to moral rights, as provided for in the law of copyright, over the Deliverables or any part thereof, created by the Contractor, and the Contractor shall ensure that any agent or employee of the Contractor shall have waived all moral rights, as provided for in the law of copyright, over the Deliverables or any part thereof.

- (f) All concepts, products or processes produced by or resulting from the Services rendered by the Contractor in connection with the Project, or which are otherwise developed or first reduced to practise by the Contractor in the performance of Services, and which are patentable, capable of trademark or otherwise, shall be the property of the City.
- (g) The Contractor shall have a permanent, non-exclusive, royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise, produced by or resulting from the Services rendered by the Contractor in connection with the Project, for the life of the Project, and for no other purpose or project.
- (h) The Contractor shall not infringe any copyright, trademark, patent, industrial design, trade secret, moral or other proprietary right of a third party and shall indemnify the City from all claims arising out of such an infringement. If the City or the Contractor is served with a claim or notice of an infringement or alleged infringement of any patent, copyright, trademark or trade name, the Party so served shall immediately give notice thereof to the other Party.
- (i) The Contractor shall assist the City in every reasonable way to secure, maintain and defend for the City's benefit all copyrights, patent rights, trade secret rights and other proprietary rights in and to the Deliverables.
- (j) If the City or the Contractor is prevented by injunction from using any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall, at its own cost, substitute an equally suitable design, device, material or process, all subject to the prior approval of the City Representative.
- (k) The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, at any time during or subsequent to the term of this Contract, any Confidential Information of the City (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 the Contractor during the course of performance of the Services (regardless of format or medium), the Deliverables and this SOW) of which the Contractor has been or hereafter becomes informed, whether or not developed by the Contractor, including without limitation, information pertaining to this Project and the resulting report, if any, to be provided. This clause shall not apply to information the Contractor may necessarily be required to disclose or use in connection with the Services which it is obligated to perform under this SOW or as required by law. The Contractor shall not reverse engineer or decompile any Confidential Information.
- (l) The SOW, all Deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use or promotional material, or to the use of any third party, all or any part thereof without the prior written consent of the City Representative. The Contractor hereby agrees to execute such other documentation as may be reasonably requested by the City to evidence their respective intellectual property rights in and to the Deliverables.
- (m) The Contractor shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the SOW, the Project, the Services or the Deliverables without the prior written authorization of the City Representative.

- (n) During the course of the Contract, the Contractor may acquire Confidential Information. The Contractor shall not, except in accordance with the Contract, disclose Confidential Information to any other Person without the prior written consent of the City Representative.
- (o) The Contractor's obligations under this Contract shall not apply, or shall cease to apply, to any Confidential Information if or when, but only to the extent that, such Confidential Information: (a) was in the public domain when it is received by or becomes known to the Contractor or which subsequently enters the public domain through no fault of the Contractor (but only after it enters the public domain); (b) was already known to the Contractor at the time of its disclosure to the Contractor and is not known by the Contractor to be the subject of an obligation of confidence of any kind; (c) is independently developed by the Contractor without any use of or reference to the Confidential Information and which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction; or (d) is received by the Contractor in good faith without an obligation of confidence of any kind from a third party who the Contractor had no reason to believe was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until the Contractor subsequently comes to have reason to believe that such information was subject to an obligation of confidence of any kind when originally received.
- (p) Confidential Information shall not be deemed to be in the public domain merely because any part(s) of the Confidential Information is embodied in general disclosures or because individual features, components or combinations of Confidential Information are now or become known to the public.
- (q) In the event that the Contractor receives notice indicating that it may or shall be legally compelled to disclose any of the Confidential Information by reason of a duly authorized administrative or court order, it shall provide the City Solicitor with prompt notice so that the City may at the City's sole discretion seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or in cases where a subpoena or other court order requires the Contractor to immediately comply, the Contractor shall furnish only that portion of the Confidential Information in respect of which the Contractor is legally required and compelled to disclose.
- (r) The Contractor may disclose Confidential Information to its employee or Subconsultant who has a need to know for the purposes of the Services, provided first that prior to such disclosure each such Person shall have been made aware of the requirements of this SOW. The Contractor shall be responsible for any violation of this SOW by any such Person.
- (s) The Contractor shall: (a) take reasonable steps (including those steps that the Contractor takes to protect its own information that it regards as confidential) to keep the Confidential Information confidential. (b) use the Confidential Information only for the purpose of performing the Services and for no other purpose whatsoever; (c) at the City Representative's request and option, immediately return Confidential Information to the City, or certify in writing that it has been destroyed;
- (t) In the event of a breach or threatened breach of Section 7 of this SOW, the parties agree that the harm suffered by the City would not be compensable by monetary damages alone and, accordingly, that the City shall, in addition to any other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach.

This SOW has been executed on behalf of each party by their duly authorized representatives.

for **THE CITY OF WINNIPEG**

Per: _____
[INSERT TITLE OF CITY AUTHORITY]
I have the authority to bind The City of Winnipeg

Signed and Delivered in the presence of) for **[INSERT COMPANY NAME]**
the following witnesses:)

Sign: _____) **Per:** _____
Name:) Name:
Address:) Title:

Date: _____) **Date:** _____

Sign: _____) **Per:** _____
Name:) Name:
Address:) Title:

Date: _____) **Date:** _____

Certified as to Contract Details:

Reviewed as to Business Terms:

Legally Reviewed and Certified as to Form:

Senior Manager
Enterprise Transformation Office,
Innovation Department

Program Manager
Enterprise Transformation Office,
Innovation Department

for Director of Legal Services and
City Solicitor

APPENDIX A – ENGAGEMENT SPECIFICATIONS

APPENDIX B – CONTRACTOR'S RATES

The price of work is xxx /per hr. at seven (7) hours per day for the duration of the contract, up to a maximum total price of xxx (plus GST and MRST as applicable).