



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 493-2021

DRUPAL BASED CLOUD HOSTED WEB CONTENT MANAGEMENT SYSTEM

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 DRUPAL BASED CLOUD HOSTED WEB CONTENT MANAGEMENT SYSTEM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 21, 2021.

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

B3. PROPONENTS' CONFERENCE

B3.1 The Contract Administrator will hold a Proponents' conference on-line on Monday, August 30, 2021 at 11:00 AM. Please contact the contract administrator identified in the D5.

B3.2 Attendance is optional but is recommended.

B3.3 Proponents must register for the Proponents Conference by providing a valid email address to aburton@winnipeg.ca to obtain the TEAMS meeting invitation not later than 9:00 A.M. on Friday, August 27, 2021.

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

B3.5 Proponents' questions must be submitted in writing to the Contract Administrator identified in D5, not later than 9:00 A.M. Friday, August 27, 2021.

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

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

B4. ENQUIRIES

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

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

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

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

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

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

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

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

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

B7. SUBSTITUTES

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

B7.1.1 Without limiting the generality of the foregoing, the City would prefer Proponents to provide a Drupal-based Solution. However, the City will consider free, open-source Solutions written in PHP that demonstrably fulfil the requirements of the procurement as outlined in the below B7.1.2 (a “**Drupal equivalent**”).

B7.1.2 Substitutes for Drupal-based Solution must:

- (a) Have the following functionality available through the administration user interface:
 - (i) Custom content types or templates, having different fields available to store different meta and content data for each type of content or page;

- (ii) Custom content views and lists, to display or aggregate pieces of content based on search criteria, content types, URLs, or other parameters as needed;
 - (iii) Custom content blocks, reusable in the templates and layout components;
 - (iv) Custom forms, with customizable fields and configurations, built using a drag and drop or equivalent form builder;
 - (v) Granular user access, user roles, and access control lists;
 - (vi) Custom content workflows, including the ability to set different content states (i.e. draft, translate, publish), having transitions between states allowed per user role;
 - (vii) Taxonomy and vocabulary for navigation and content organization; and
 - (viii) Asset and media library, with the ability to add metadata, alt tags, usage restrictions, etc.;
- (b) Be extendable through modules, with a large (greater than 5,000) library of publicly available custom modules;
 - (c) Have core support for multilingualism, including workflows for translation;
 - (d) Have the following functionality available through modifications to the file structure:
 - (i) Custom themes for all elements and pages, to be able to modify the public facing and administration pages; and
 - (ii) Custom module development, to hook into the various functionality available in the Solution;
 - (e) Allow configuration to be exportable and importable through files, and maintained through version control, so as to assist with team-based web development;
 - (f) Be able to be run in a local development environment;
 - (g) Support multiple development / test / UAT environments through custom configurations per environment; and
 - (h) Be able to manage a high volume (greater than 10,000) of individual content pages;.

- B7.1.3 Whenever the term “Drupal” is used herein, it is understood that the term “Drupal equivalent” may be substituted.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with

the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B26.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and
 - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12;
 - (c) Project Understanding and Methodology (Section E) in accordance with B13;
 - (d) Project Schedule (Section F) in accordance with B14;
 - (e) Technical Requirements and Professional Services (Section G) in accordance with B15;
 - (f) Support Services Offered for Cloud Hosted Service (Section H) in accordance with B16; and
 - (g) Value Added Services (Section I) in accordance with B17.
- B8.3 Further to B8.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution

B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B8.6.1 Proposals will **only** be accepted electronically through MERX.

B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B26.1(a).

B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

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

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

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

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

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

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

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

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

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

B9.5.1 Further to the above B9.5, the City expects that the Proponent will be either the Hosting Provider, or both the Services and the Hosting Provider. In the event that the Proponent is not both the Services and Hosting Provider, the Proponent is responsible for ensuring that the Services Provider is capable of meeting, all of the relevant obligations herein, pursuant to C6.28.

B10. PRICES

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

- B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.1 The Proponent shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3, the price on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management of a Drupal migration and configuration project and contract administration services on three projects of similar complexity, scope and value, preferably from the municipal or public sector, in previous 5 years. At least one of the projects should be Drupal 8 or Drupal 9.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the contractor;
 - (c) project owner;
 - (d) reference information (one current name with telephone number per project).
- B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

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

- B12.1 Describe your approach to overall team formation and coordination of team members.
- B12.1.1 Include an organizational chart for the Project.
- B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. 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 in the organizational chart referred to in B12.1.1.

- B12.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (one current name with telephone number per project).

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B13.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Services Provider will use in the delivery of this Project.
- B13.2 Methodology should be presented in accordance with the Scope of Services identified in D3. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B13.3 Demonstrate knowledge of the customer service goals, business process, operating conditions, and the compliance requirements of municipal government.
- B13.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the proposed Project budget;
 - (c) the Proponent's (and Services Provider's, if applicable) expectations of the City (including amount of work required by City) in order to successfully undertake the Work.
- B13.5 For each person identified in B12.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

B14. PROJECT SCHEDULE (SECTION F)

- B14.1 Proponents should provide a detailed implementation plan including, installation, data migration, training, go-live plan, issue management, and post go-live support and service.
- B14.2 Proponents should present a carefully considered schedule, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B14.3 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.
- B14.4 The Proponent's schedule should include resourcing requirements from the City in their implementation plan.

B15. TECHNICAL REQUIREMENTS AND PROFESSIONAL SERVICES (SECTION G)

- B15.1 The Proponent should describe how the proposed Solution addresses the following specifications:
- (a) DDOS (Distributed Denial of Service) protection
 - (b) Scalable Architecture that can scale up to meet increased workloads.
 - (c) Scalability Pricing Model - The Proponent should describe the pricing model, if the traffic increases more than as indicated on Appendix 1.

- (d) High Availability Database Transactional database replication with a live copy of your data on a secondary server. Solution must have Primary and Secondary Database

B15.2 The Proponent should describe how the proposed Solution addresses the following specifications as detailed in PART E.

- (a) Drupal Cloud Hosted Infrastructure Planning and Development Workshop
- (b) Development of a Service Based Information Architecture
- (c) Drupal Site Architecture Planning and Development
- (d) Drupal Content Workflows Planning and Development
- (e) City of Winnipeg Theme Quality Assurance and Validation
- (f) Drupal Module Architecture Planning

B16. SUPPORT SERVICES OFFERED FOR CLOUD HOSTED SERVICE (SECTION H)

B16.1 Describe your approach to supporting your clients on your cloud platform

- (a) Include diagrams such as workflows to illustrate your support model including escalations and quality assurance.
- (b) Include an organizational chart and/or RACI matrix that clearly identifies the roles and responsibilities of each person involved in the support model.
- (c) Identify key points of contacts assigned to provide support to the City of Winnipeg.

B16.2 Identify all support services that are included as part of the Hosting Services.

B16.3 The cloud platform support should be provided directly by the Proponent.

B17. VALUE ADDED SERVICES (SECTION I)

B17.1 The Proponent should specify:

- (a) Whether the following value-added services or features are available with their Proposal, pursuant to the non-mandatory requirements in E5 (Non Mandatory Requirements):
 - (i) Development of a single-page, Vue-based, open data-driven Drupal module; and/or
 - (ii) Card sorting exercise with the public to inform the development of a Service Based Information Architecture;
 - (iii) Sub 1 second page renders if possible – if not possible, explain alternatives,
- (b) Whether any additional or alternative value-added services or features are available with their Proposal above and beyond what has been specified in PART E.

B17.2 The Proponent should specify if there are any costs, limits, or conditions for their availability.

B18. DISCLOSURE

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

B18.2 The Persons are:

- (a) ForwardVu Solutions Inc.(Provided recommendations for Specifications)
- (b) Acquia (Provided budget estimate)
- (c) Eagle Professional Resources
- (d) Evolving Web (Providing Drupal training)

B19. CONFLICT OF INTEREST AND GOOD FAITH

- B19.1** Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B19.2** Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Work that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B19.3** In connection with its Proposal, each entity identified in B19.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B19.4** Without limiting B19.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B19.5** Without limiting B19.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B19.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the 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.

B19.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B20. QUALIFICATION

B20.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B20.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B20.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B20.4 Further to B20.3 (b), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of the following:

B20.4.1 That all information and materials either (a) acquired by the Proponent; or (b) to which the Proponent and/or Solution may be given access shall be treated in accordance with D6 (if the Proponent is awarded the Contract under this Request for Proposal), by providing:

- (i) collection, use, disclosure, retention, and destruction practices for personal (and personal health) information (applicable to the Proponent and Solution);
- (ii) confirmation that Confidential Information shall be maintained for the full term of the Contract at minimum, unless otherwise directed by the City in writing (applicable to the Proponent);
- (iii) a description of how the Proponent and proposed Solution meets the requirements in D6, including:
 - (i) the requirements for rapid repatriation of Confidential Information;
 - (ii) the data format of the Confidential Information once extracted from the proposed Solution;
 - (iii) the Proponent and/or 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, such as data retrieval for City FIPPA, PHIA, or eDiscovery requests (i.e., tools used, expected timeframe for response, and capability for retrieval).

B20.4.2 That the Confidential Information shall be stored, transported, and transmitted (“**Sited**”) in a secure jurisdiction by providing:

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

B20.4.3 That the Proponent, and any technology leveraged by the Proponent, can meet the records management requirements outlined in E5 by providing:

- (a) a description of how the Proponent’s proposed technology meets the requirements in E5 including:
 - (i) how extracts of the City’s records, including documents, data, backups, and encryptions keys, and associated metadata (“**Records**”) can be provided to the City on a periodic basis;
 - (ii) what options are available for customers to extract their records and in what format,
 - (iii) if customers can access their backups or request a restore from backup, and any costs associated with the request;
 - (iv) how the Proponent performs backups, including frequency, and how and when backups are destroyed or overwritten;
 - (v) how the Proponent will assist the City to perform user acceptance tests on the Records extracted from the Solution to ensure that the City can reuse the Records; and
 - (vi) what happens to the City’s Records in the following events: termination, expiration, dispute, bankruptcy, acquisition by another service provider or merger;

B20.4.4 The proposed Solution, if cloud-based, is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing:

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

B20.5 The City reserves the right to assess any proposed functional equivalents to the ISO/IEC standards, and may in its sole and absolute discretion determine whether such proposed functional equivalents provide a satisfactorily equivalent level of protection.

- B20.6 The City further reserves the right to assess any written descriptions of compliance with the ISO/IEC standards (or equivalents) to determine whether such written descriptions provide evidence of compliance that is satisfactory to the City, in its sole and absolute discretion.
- B20.7 The Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide copies of any additional agreements or documents that the Proponent will request the City to sign or agree to (for example, End User Licensing Agreements (EULAs) for the Solution, Terms of Service, etc.) pursuant to E1.3.

B21. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B21.1 Proposals will not be opened publicly.
- B21.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B21.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B21.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B21.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B22. IRREVOCABLE OFFER

- B22.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B22.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B23. WITHDRAWAL OF OFFERS

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

B24. INTERVIEWS

- B24.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B24.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios. Scenarios could include any of the Work outlined in D2. The City expects that the Proponent would be demonstrating a functional version of their proposed Solution.
- B24.3 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

B25. NEGOTIATIONS

- B25.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B25.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B25.3 If, in the course of negotiations pursuant to B25.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B26. EVALUATION OF PROPOSALS

- B26.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B20: | (pass/fail) |
| (c) Total Bid Price; | 10% |
| (d) Experience of Proponent and Subcontractors (Section C) | 10% |
| (e) Experience of Key Personnel Assigned to the Project (Section D) | 10% |
| (f) Project Understanding and Methodology (Section E) | 5% |
| (g) Project Schedule (Section F) | 10% |
| (h) Technical Requirements and Professional Services (Section G) | 35% |
| (i) Support Services Offered for Cloud Hosted Service (Section H) | 15% |
| (j) Value Added Services (Section I) | 5% |
- B26.2 Further to B26.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B26.3 Further to B26.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B26.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B26.1(a) and B26.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B26.5 Further to B26.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.5.
- B26.6 Further to B26.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B26.6.1 Further to B26.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

- B26.7 Further to B11, Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B26.8 Further to B12, 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 B12.
- B26.9 Further to B13, Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B26.10 Further to B14, Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Work, in accordance with B14.
- B26.11 Further to B26.1(h), Technical Requirements and Professional Services will be evaluated considering the Services Provider's ability to comply with the requirements of the Work, in accordance with B15.
- B26.12 Further to B26.1(i), Support Services Offered for Cloud Hosted Service will be evaluated considering the Proponent's ability to comply with the requirements of the Work, in accordance with B16.
- B26.13 Further to B26.1(j), Value Added Services will be evaluated considering the Proponent's ability to comply with the requirements of the Work, in accordance with B17.
- B26.14 Notwithstanding B26.1(d) to B26.1(j), where Proponents fail to provide a response to B8.2(a) to B8.2(g), the score of zero may be assigned to the incomplete part of the response.
- B26.15 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B24.
- B26.16 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B26.17 This Contract will be awarded for Item No 1 only.
- (a) Further to D3.1, Item No.'s. 2 – 5 will be used for evaluation purposes, and the potential subsequent award of those items will be determined at a later date.

B27. AWARD OF CONTRACT

- B27.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B27.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B27.2.1 Without limiting the generality of B27.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B27.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B27.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B27.4.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B27.5 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent for execution.
- B27.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B27.7 If, after the award of Contract, the Work is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. BACKGROUND

D2.1 This project provides the City of Winnipeg an opportunity to modernize the winipeg.ca website (the "**Website**").

D2.2 The ultimate goal is to have a modern, responsive, service driven Website. The website will be easier to use and accessible for all users with information provided in both English and French.

D2.3 The need for a Web Content Management System (WCMS) was identified through a collaborative engagement with city departments during the development of a WCMS recommendation report in 2019.

D2.4 Drupal was chosen as the preferred Open Source WCMS to power the new Website, as it has the flexibility to address all the needs of the individual City of Winnipeg departments, while also being multilingual and scalable given proper infrastructure.

D3. SCOPE OF SERVICES

D3.1 The Work to be done under the Contract shall consist of:

(a) Providing the following "**Professional Services**":

- (i) acquiring, configuring, testing, transitioning operations, and providing support for a Drupal (or equivalent) based WCMS hosted on a cloud-based platform (the "**Solution**"); and
- (ii) providing a Solution-based replacement for the Website; and

(b) providing an annual subscription to host and support the Website in the cloud (the "**Hosting Services**"). The support will run for the period of one year from the date of "Go Live", with the option of four (4) mutually agreed upon one (1) year extensions.

(c) The Contractor must provide the Hosting Services themselves, but may provide the Professional Services either themselves or through the use of a subcontractor pursuant to C6.28.

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

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

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

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

(a) Professional Services:

- (i) Acquire, configure, test, transition operations, and provision of support for a Solution, which can meet the estimated traffic requirements based on the current web traffic (see Appendix 1), as specified in Part E; and

- (ii) Provide professional services to the City to build and configure a Drupal based website and migrate specific pages from the current Website to the Solution based Website as defined in PART E - ;
 - (b) Hosting Services as defined in PART E - :
- D3.3 The Hosting Services shall be done on an "as required" basis during the term of the Contract.
- D3.3.1 The type and quantity of Hosting Services to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D3.3.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of Hosting Services in excess of its actual operational requirements.
- D3.3 Notwithstanding D3.1, the type and quantity of Hosting Services to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2021.
- D3.4 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claims may be made for damages on the ground of loss of anticipated profit or loss of work.
- D3.5 The funds available for this Contract are \$235,000, with Professional Services under this Contract worth up to \$120,000, and with annual Hosting Services costs not to exceed \$115,000 based on the web traffic specified in Appendix 1 for the first year thereafter. The stated funds available for Professional Services and Hosting Services under this Contract include the cost of all items required for the complete functioning of the Solution and the updated Website, Professional Services, Hosting Services during the development of the updated Website, and a one (1) year term of Hosting Services from date of launch of updated Website, including but not limited to the cost of all applications, software, add-on's, patches, peripherals/ accessories, Maintenance/Support – annual per-user, premium support, Installation, perpetual licensing, initial annual subscription, hosting, server, licensing cost, professional support, and training.

D4. DEFINITIONS

- D4.1 When used in this Contract:
- (a) **"Confidential Information"** means all information and/or materials, and any copies thereof, which the Contractor (and/or its Representatives) acquires or Uses, or to which it is given access, during the course of the performance of the Work and/or Contract, regardless of the source, format, or medium of said information and/or materials, and includes Personal Information (unless otherwise identified herein), but excludes information that is in the public domain, provided that the information claimed to be in the public domain was not made public as a result of an unauthorized disclosure by the Contractor or its Representatives, or a third party;
 - (b) **"Contractor"** has the meaning assigned to it at C1.1(s), however if the Contract was awarded on the basis of a Proposal submitted jointly by two or more persons, the word "Contractor" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Contractors shall be both joint and several;
 - (c) **"Drupal Application"** means the software, user access controls, database access through the Drupal CMS;
 - (d) **"Hosting Provider"** means the person providing the Hosting Services, who is also the Contractor.
 - (e) **"Information Architecture"** means the organization and structure for a website, and the relationship between the areas. It classifies the content on a website in a user-centered way so that users find the information they are looking for quickly and easily. It results in the creation of site maps, hierarchies, categorizations, taxonomy, navigation, and metadata.

- (f) **“Information Manager”** means a person or body that:
 - (i) processes, stores or destroys personal information for a public body, or
 - (ii) provides information management or information technology services to a public body;
- (g) **“Representatives”** means the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, elected officials, and other representatives of the identified party;
- (h) **“Services Provider”** means the person providing the Professional Services, which may or may not be the Contractor.
- (i) **“Site Architecture”** means the organization of the Drupal content types, workflows, page templates, and user roles to manage and display the website;
- (j) **“Solution Application”** means the web server running the Drupal software, the database hosting the Drupal data, load balancers, and any administrative users that would have access to these systems; and
- (k) **“Use”** means the collection, storage, use, processing, reproduction, modification, disclosure, or destruction of, or access to, Confidential Information. .

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Andrew Burton
Coordinator of Web and Data Services
Telephone No.: 204-391-0049
Email Address: aburton@winnipeg.ca

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

D6. INFORMATION MANAGEMENT

The following provisions are in addition to any preceding obligations of confidentiality contained in these conditions. All requirements apply to the Contractor, the Services Provider (as applicable), and the Solution.

D6.1 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act (“**FIPPA**”, the “**Act**”) imposes obligations on the City to collect, store, use, disclose, and destroy “personal information”, as that term is defined in FIPPA, (“**Personal Information**”) in the strictest of confidence and in accordance with that Act.

D6.2 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all Confidential Information which it acquires or Uses, 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.

D6.3 The Contractor shall be deemed an “information manager”, as that term is defined by section 44.1 of FIPPA, and any Use of Personal Information by the Contractor or its Representatives shall be done pursuant to and in accordance with that Act.

D6.4 Further to C23, all Confidential Information is and shall remain the property of the City.

D6.5 Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the RFP, the

Contract, the Work, the City and/or its Representatives, or the Confidential Information without the prior written authorization of the City.

- D6.6 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, 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.
- D6.7 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information (in a form satisfactory to the City), and upon confirmation from the City that said copy is acceptable shall thereafter destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.
- D6.8 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the City.
- D6.9 Upon becoming aware of any unauthorized Use of the Confidential Information (a “**Confidentiality Breach**”), the Contractor shall immediately notify the City in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the City of said steps in writing.
- D6.10 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the City with prompt notice thereof, deliver a copy of its proposed response to the City, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the City in the defense of the demand, if so requested by the City.
- D6.11 The Contractor and its Representatives shall comply with all directives issued by the City with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the City so that the City can verify that the Contractor has complied, and is complying, with its obligations hereunder.

D7. NOTICES

- D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D6.

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

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

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor and Services Provider (if applicable) 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 and/or Services Provider (if applicable) do not carry on business in Manitoba, in the jurisdiction where the Contractor and/or Services Provider (if applicable) do carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. SUBCONTRACTOR LIST

D9.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor and Services Provider (if applicable) shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 The Contractor and Services Provider (if applicable) shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) the Subcontractor list specified in D9;
- (b) the Contractor and Services Provider (if applicable) has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. COVID-19 SCHEDULE DELAYS

D11.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D11.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

- D11.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D11.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D11.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D11.5 The Work schedule, including the durations identified in D3, where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D11.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D12. RECORDS

- D12.1 The Contractor and Services Provider (if applicable) shall keep detailed records of the services supplied under the Contract.
- D12.2 The Contractor and Services Provider (if applicable) shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D12.3 The Contractor and Services Provider (if applicable) shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 Further to C12, the Contractor and Services Provider (if applicable) shall submit an invoice for each portion of work performed to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204- 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D13.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and

(f) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14. PAYMENT

D14.1 Further to C12, the City may at its option pay the Contractor and Services Provider (if applicable) by direct deposit to the Contractor's banking institution.

D14.2 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D15. PAYMENT SCHEDULE

D15.1 Payment Schedule (Progress Payments)

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

WARRANTY

D16. WARRANTY

D16.1 Warranty is as stated in C13.

THIRD PARTY AGREEMENTS

D32. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D32.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D32.2 Further to D32.1, in the event that the obligations in D32 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D32.3 For the purposes of D32:

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

D32.4 Modified Insurance Requirements

D32.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

- D32.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D32.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D32.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D32.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D32.5 Indemnification By Contractor
- D32.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D32.6 Records Retention and Audits
- D32.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D32.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D32.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D32.7 Other Obligations
- D32.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D32.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

- D32.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D32.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D32.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D32.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work of the Contractor and Services Provider (if applicable), including the Solution.
- E1.2 Any substitutes approved by the City as an approved equal or an approved alternative during the RFP process may be read into the Contract in every instance where a brand name or design specification is used in this Part E.
- E1.3 The Solution's End User Licensing Agreement (EULA), as well any other agreement which the Contractor and/or Services Provider (if applicable) request to have signed, or agreed to, by the City (such as Terms of Service), must either be compliant with all relevant terms of the Contract (including, without limitation, the obligations imposed upon the Contractor and/or Services Provider (if applicable) by D6) or be sufficiently negotiable to meet the same standards.

E2. SERVICES

- E2.1 The Contractor shall provide the following in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 - All items and Work (including Professional Services and Hosting Services) required for the complete functioning of the Solution and updated Website for the development period, and the subsequent year following launch of the updated Website, including but not limited to the cost of all applications, software, add-on's, patches, Maintenance/Support – annual per-user, support, Installation, perpetual licensing, initial annual subscription, hosting, server, licensing cost, professional support and training (to be provided to 10 users).
- E2.3 Item No. 2 - Ongoing Cost - Year 2 Hosting Services - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services.
- E2.4 Item No. 3 - Ongoing Cost - Year 3 Hosting Services - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services.
- E2.5 Item No. 4 - Ongoing Cost - Year 4 Hosting Services - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services.
- E2.6 Item No. 5 - Ongoing Cost - Year 5 Hosting Services - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services.

E3. TECHNICAL SPECIFICATIONS

Mandatory Specifications		
S No.	Requirement Description	Requirement Category
1	DDOS (Distributed Denial of Service) protection.	Infrastructure
2	Scalable Architecture that can scale up to meet increased workloads.	Infrastructure

3	High Availability Database Transactional database replication with a live copy of your data on a secondary server. Solution must have Primary and Secondary Database.	Infrastructure
4	Act as a managed services provider for all third-party software, including managing invoicing and payment to third party licensors	Infrastructure
5	Websites must use HTTPS TLS 1.2 or higher with AES-256B encryption or higher	Infrastructure
6	Load Balanced Web Server cluster minimum of two web servers.	Infrastructure
7	One click deploy for config changes.	Infrastructure
8	Minimum 99.9% SLA	Infrastructure
9	24x7 support	Infrastructure
10	Drupal 9 CMS Installed	Development
11	Single Tenant instance for City of Winnipeg	Cloud infrastructure Data Center
12	Custom Data Residency required – Canadian Data Center	Cloud infrastructure Data Center
13	Physical Security and Access Control in place	Cloud infrastructure Data Center
14	24x7 security monitoring and alerting	Cloud infrastructure Data Center
15	The Solution shall have documented business continuity and disaster recovery plans.	Cloud infrastructure Data Center
16	The City shall maintain ownership of its data	Cloud infrastructure Data Center
17	The Solution shall support the City’s obligation to maintain the confidentiality, privacy and security of its data.	Security, Privacy, Audit
18	The Solution shall have technical and procedural controls in place to prevent unauthorized access, use or alteration of City of Winnipeg data by the Proponent, its subcontractors, subsidiaries, service providers, agents and employees or any third party.	Security, Privacy, Audit
19	The City shall receive prompt notification (within 24 hours of discovery) in the event of any unauthorized access and /or release of information (i.e. information breach).	Security, Privacy, Audit
20	In the event that the Contractor will leverage City of Winnipeg information for any purpose, the Contractor shall discuss prior to disclosure what information is being used and the purpose for its use.	Security, Privacy, Audit
21	The Solution shall be capable of returning all data to the City in a complete and usable form.	Security, Privacy, Audit
22	The City of Winnipeg’s data shall NOT be comingled with the data from any other client.	Security, Privacy, Audit
23	Cryptographic algorithms and methods shall align with the approved NIST cryptography standards.	Security, Privacy, Audit
24	The City of Winnipeg’s data shall be encrypted both while in transit and at rest.	Security, Privacy, Audit
25	The Contractor shall ensure clear and timely communication around security incident management, risk management, vulnerability management and incident management.	Security, Privacy, Audit

26	The Solution shall guard against password attacks by automatically locking user accounts after a configurable number of failed login attempts.	Security, Privacy, Audit
27	Train the City employees to use the new Drupal CMS, including content editors and web developers, on the content and development workflows processes. Training to be provided for up to 10 users.	Training
28	Templates / Pages to build listed in Appendix 2.	Content Migration
Non-Mandatory Specifications		
29	Development of a single-page, Vue-based, open data-driven Drupal module	Development
30	Card sorting exercise with the public to inform the development of a Service Based Information Architecture	Development
31	Sub 1 second page renders	Infrastructure

E4. PROFESSIONAL SERVICES

- (a) Drupal Cloud Hosted Infrastructure Planning and Development Workshop
 - (i) Planning and development of Drupal cloud hosted Infrastructure architecture: workshop with the City to review functional, design, and business requirements.
 - (ii) Infrastructure Planning should include discussions about Drupal Content Staging and Deployment architecture requirements.
 - (iii) Authentication to Drupal CMS through LDAPS secure connection to the City's LDAP Server, and setup roles and permissions based on City AD requirements
 - (iv) Cloud Hosted Release Management – DEV, UAT, PROD environments, and development workflows using git version control.
- (b) Development of a Service Based Information Architecture including:
 - (i) Applying the City's personas
 - (ii) Using the City's content inventory
 - (iii) Conduct a card sorting exercise with City stakeholders. Deliverables include but not limited to:
 - ◆ Drupal taxonomy and vocabulary
 - ◆ New navigation structure and site map (top-level and second level)
 - (iv) Information architecture showing the relationship between the taxonomies and the navigation.
 - (v) Transition plan from current department-based navigation architecture.
- (c) Drupal Site Architecture Planning and Development
 - (i) Workshop with the City to develop Drupal Site Architecture, based on the City's needs and Drupal best practices, and using developed Service Based Information Architecture. Deliverables include but not limited to:
 - ◆ Content types
 - ◆ Content architecture
 - ◆ Assets - media and files
 - ◆ Blocks
 - ◆ Form fields and configurations
 - ◆ Views
 - ◆ Lists
 - ◆ Components

- ◆ User roles
- ◆ Paragraph configuration
- (ii) Strategy and implementation of redirection management between legacy.winnipeg.ca and winnipeg.ca. Legacy.winnipeg.ca will house content that hasn't transitioned to the new, Drupal Cloud hosted winnipeg.ca.
- (iii) Multilingual site with ability to toggle from English to French on a per-page basis.
- (d) Drupal Content Workflows Planning and Development
 - (i) Planning and development of content workflows to include at minimum steps of: draft, needs review, approved, optional needs translation, published, including user roles and multilingual translations.
 - (ii) Based on current City needs, propose solutions and implement workflow solutions on the Drupal platform.
- (e) City of Winnipeg Theme Quality Assurance and Validation
 - (i) Review, quality control, and validation of City-developed custom City of Winnipeg theme and templates.
 - ◆ The City is developing a Drupal theme that uses our Design System (<https://winnipeg.ca/designsystem>)
 - ◆ Proponent should work with the City team to ensure theme follows Drupal best practices
- (f) Drupal Module Architecture Planning
 - (i) Planning of component architecture: Map requirements with available contributed Drupal modules and propose design for any custom modules required. Required modules must support:
 - ◆ Ability to audit and immutably log all accesses, including that of users, administrative users and any unauthorized access, as well exporting those logs.
 - ◆ Assign records management actions to users based on roles (e.g., create, read, modify, delete, etc.);
 - ◆ Provide the functionality of exporting web content and the associated metadata into human-readable formats for recordkeeping and management in external locations;
 - ◆ Produce a report detailing success or failure during the export process (including identification of those records which generated errors or were not successfully exported);
 - ◆ Allow users with appropriate role-based access to permanently delete records that have been authorized for legal destruction
 - ◆ Produce a certificate or report of deletion of records and associated metadata.
 - ◆ Activity reports sent as emails.
 - ◆ Export capabilities for external integrations

E5. RECORDKEEPING REQUIREMENTS

- E5.1 To satisfy City of Winnipeg recordkeeping requirements, the Contractor, Services Provider (if applicable), and Solution shall (as applicable):
- (a) Assign records management actions to users based on roles (e.g., create, read, modify, delete, etc.);
 - (b) Manage and maintain data/records and their associated metadata within the systems until they can be exported out;

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

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.

APPENDICES

APPENDIX 1 – WEB TRAFFIC

APPENDIX 2 – PAGES / TEMPLATES TO BUILD