

Agreement to Provide a Justice Telephone System

between

The Government of Manitoba,

as represented by the Minister of Finance

and

Synergy Inmate Phone Solutions, Inc.

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THIS AGREEMENT made effective this 27 day of MAY, 2016, ("Effective Date").

BETWEEN:

**The Government of Manitoba,
as represented by the Minister of Finance**

(hereinafter referred to as "**Manitoba**"),

- and -

SYNERGY INMATE PHONE SOLUTIONS, INC.,
a corporation duly incorporated under the laws of the State of Texas and
registered to carry on business in the Province of Manitoba

(hereinafter referred to as "**the Supplier**").

WHEREAS:

- A. Manitoba issued a Request for Proposals for a Justice Phone System on February 5, 2015 ("RFP");
- B. The Supplier has presented a Proposal for a Justice Phone System dated March 24, 2015 ("**Proposal**"); and
- C. Manitoba and the Supplier have agreed to Rates payable to the Supplier by users of the Justice Phone System, and the Commission payable to Manitoba as a result of the provision of the Justice Phone System, all as further set forth in Schedule "A" to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings contained herein, the receipt and sufficiency of which is hereby acknowledged, Manitoba and the Supplier agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following definitions shall apply:

- (a) "**Aboriginal Business**" means a business that is at least 51% owned and controlled by Aboriginal People, or if the business has six (6) or more full-time staff, at least one-third of them are Aboriginal People;
- (b) "**Aboriginal People**" are First Nations, Non-status Indian, Métis or Inuit persons who are Canadian citizens and residents in Canada;

- (c) “**Agreement**” means this document and all Schedules attached to this document or incorporated by reference into this document;
- (d) “**Business Day**” means every day except Saturdays, Sundays and statutory holidays and civic holidays observed in the province of Manitoba;
- (e) “**Business Hours**” means 8:00 a.m. to 4:30 p.m. CST during a Business Day;
- (f) “**Confidential Information**” means all information, data, documents and materials acquired, or to which access has been given in the course of, or incidental to, this Agreement, and which in Manitoba’s case includes all Personal Information;
- (g) “**Deliverables**” means the tangible results of the Services to be performed by the Supplier under this Agreement and includes all Equipment and Documentation;
- (h) “**Documentation**” means all materials furnished with a product or that explains or facilitates the use of the product or the provision of the Services, including technical specifications, user manuals, standard operational manuals or instructions, training materials, flow charts, logic diagrams, system materials, programming manuals and modification manuals;
- (i) “**Equipment**” means any telecommunication equipment, including Software and the Documentation, which forms part of the Inmate Telephone System that allows Manitoba to control access to the public switched telephone network from certain Inmate telephone stations installed in a Institution in Manitoba;
- (j) “**Inmate**” means a person incarcerated at an Institution;
- (k) “**Inmate Welfare Trust Fund**” means the trust fund established on behalf of Inmates to provide for items and services not otherwise provided;
- (l) “**Institution**” or “**Centre**” means a correctional or remand facility where the Services will be provided;
- (m) “**Intellectual Property Right**” means all patents, trade-marks, rights in design, trade, business or domain names, copyright, applications for registration, or rights to apply for registration in any of the foregoing, rights in concepts, inventions, know-how, trade-

secrets and all other intellectual property rights, which now or in the future may exist;

- (n) “**Materials**” means the working papers, surveys, notes, plans, designs, reports, records, studies, drawings, examinations, assessments, procedures, specifications, evaluations, results, conclusions, interpretations, calculations, analyses, systems, software, source code, documents, writings, programs, data or any components of these, regardless of how they are represented, stored, produced, or acquired that are created and delivered under this Agreement;
- (o) “**Manitoba Data**” means all information, materials, reports, memorandum, correspondence, facts or figures owned, possessed or purchased by Manitoba or any of its agents, and stored, processed, accessed, accessible or otherwise made available to the Supplier by Manitoba or any of its agents under this Agreement, whether in paper or electronic form, and includes all Personal Information, call logs and call recordings;
- (p) “**Party**” means either Manitoba or the Supplier and “**Parties**” means both Manitoba and the Supplier;
- (q) “**Personal Information**” has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act* (Manitoba), as may be amended from time to time;
- (r) “**Project Managers**” means those individuals appointed by Manitoba and the Supplier to be their respective representatives for the purposes of this Agreement;
- (s) “**Services**” means the functions, duties, tasks to be performed by and responsibilities of the Supplier as further described in this Agreement;
- (t) “**Software**” means the operating software licensed or sub-licensed by the Supplier and as further described in this Agreement;
- (u) “**System**” means the Justice Telephone System to be installed and maintained by the Supplier for Manitoba in accordance with the terms and conditions of this Agreement;
- (v) “**Term**” has the meaning ascribed to that term in Section 2; and
- (w) “**Updates**” any subsequent combinations or versions of the Software or Equipment and which are generally made available by

the Supplier to its customers receiving support and maintenance services.

- 1.2 Titles and Headings in this Agreement are used for reference purposes only.
- 1.3 Where the agreement, approval, permission or consent of a Party is required, it will be in writing and will not be unreasonably withheld or delayed.
- 1.4 All references to currency in this Agreement and all invoices and payments will be in Canadian dollars.
- 1.5 The RFP and the Proposal are hereby incorporated by reference and form a part of this Agreement. In the event of any conflicts or inconsistencies, then this Agreement, the Proposal and the RFP shall govern, in that order.

2 TERM OF AGREEMENT

- 2.1 The term of this Agreement shall be a period of five (5) years from the completion of installation and cutover, as defined in subsections 3.1 and 3.3 of this Agreement, unless terminated prior to that date in accordance with Section 20 hereof, ("**Term**").
- 2.2 Manitoba reserves, at its sole discretion, the right to award additional phases of work directly related to the provision of the Inmate Telephone System based on the successful provision of the Services as described in this Agreement.

3 SERVICES AND DELIVERABLES

- 3.1 The Supplier shall commence the development, installation, and provision of the Services as outlined in Schedule "A" as of the Effective Date and shall complete the development, installation and implementation of the System(s) at each correctional facility and have them fully operational within 120 days or sooner after this date, in accordance with the Project Plan agreed to by the Parties as set out in the Supplier's Proposal, subject to the Installation of Equipment provisions set forth in Section 8 hereof.
- 3.2 The Supplier acknowledges and agrees that the installation and maintenance of the Justice Telephone System in a timely fashion in accordance with the requirements specified in this Agreement is a condition of this Agreement and that breach of this condition by the Supplier will entitle Manitoba to terminate this Agreement for cause.
- 3.3 Following the installation of the Equipment in accordance with the Project

Plan, the Supplier shall continue to provide the Services to Manitoba as outlined in Schedule "A" attached hereto and the Support and Maintenance Services as outlined in Schedule "F" attached for a period of five (5) years from the from the completion of installation and cutover of the System.

- 3.4 The Supplier shall be responsible for all maintenance, support, repairs and replacement of the total System including Software, cabling and hardware.
- 3.5 All Software patches and Updates (major and minor versions) must be provided by the Supplier under their proposed support terms. The Supplier will notify Manitoba of major Updates. The Supplier will advise Manitoba in writing in advance of Updates that require interruptions of the Services. Such Updates will be done during planned change windows outside of regular Business Hours. The Supplier is responsible for ensuring the System is safe and secure at all times by periodically updating the System with all operating system Updates and security patches. The Supplier shall pay all costs associated with upgrading and providing new Equipment during the Term of this Agreement.
- 3.6 The Supplier's maintenance personnel shall be onsite within four (4) hours from the time of a Centre's notification to resolve problems arising with the Equipment or the Services that disable all or any of the individual Centre's telephones. No more than ten (10%) percent of each respective Centre's telephones can be non-working at any given time. A certified technician must complete all repairs to individual telephones sets within (48) hours of receiving notification from the Centre.
- 3.7 The Supplier shall perform the work under the direction and always to the satisfaction of Manitoba.
- 3.8 When anything is required to be done by Manitoba, it may be done by anyone duly authorized to act on behalf of Manitoba.
- 3.9 The Supplier shall be the exclusive provider of inmate and youth telephone services for the province of Manitoba as set forth in the RFP. Manitoba reserves the right to extend this Service to other areas and Departments within the Government.

4 CONTRACT MANAGERS, PROJECT MANAGERS AND KEY PERSONNEL

- 4.1 Each Party designates the following individuals as their respective Contract Managers for the purposes of carrying out the terms of this Agreement. The Contract Managers are responsible for arranging all formal meetings between the Parties and for the transmission, receipt and acceptance of all Statements of Work and Change Requests.

- (a) For Manitoba (Contract Manager):

Business Transformation and Technology
1100 – 215 Garry Street,
Winnipeg, Manitoba R3C 3P3
Attention: Ric Coy,
Executive Director Management Services

- (b) For Synergy (Contract Manager):

Synergy Inmate Phone Solutions
73 Rue Bouchard
Beaumont, Alberta
T4X 1N7
Attention: Dan Szakacs

- 4.2 Each Party also hereby agrees to appoint the following individuals as their respective Project Managers and who will be that Party's day-to-day manager for the purposes of the Justice Phone System project. The Project Managers must use diligent efforts to establish normal day-to-day communications both within and between the Parties.

- (a) For Manitoba (Project Manager):

Business Transformation and Technology
1100 – 215 Garry Street,
Winnipeg, Manitoba R3C 3P3
Attention: Sherry Yanchishyn,
Network Infrastructure Analyst

- (b) For Synergy (Project Manager):

Synergy Inmate Phone Solutions
89 Dufferin Street
Albert, Alberta T8N 5R7
Attention: Mike Kinnee

- 4.3 At least bi-weekly during the Term of this Agreement, Supplier's Project Manager must prepare a written progress report on the progress of the Justice Phone System project as against the agreed to Project Plan and submit the report to Manitoba's Project Manager. If requested by Manitoba, the Project Managers will then meet to review the report. A copy of the Supplier's report must also be forwarded to the Parties' respective Contract Managers.

- 4.4 The Supplier's Proposal identifies those individuals who will be performing the Services and providing the Deliverables ("**Key Personnel**"). Supplier must apply its best efforts to ensure the continuity of the individuals identified as its Contract Manager, Project Manager and Key Personnel. Supplier agrees not to change the assignment of its Project Manager or Key Personnel without Manitoba's Contract Manager's written consent, except in the case where the individual has left the employ of the Supplier.
- 4.5 If requested by Manitoba, Supplier must remove and replace its Project Manager or any Key Personnel who have been assigned to the Justice Phone System project and replace them with individuals acceptable to Manitoba. Manitoba shall state in reasonable detail the basis for the request and agrees not to invoke this right of replacement unreasonably.

5 CRIMINAL RECORD CHECKS

- 5.1 Before performing any Services or providing any Deliverables, all personnel of the Supplier, including all affiliates and subcontractors who are proposed to perform Services under this Agreement or who have access to Manitoba Data or Confidential Information must undergo, at the Supplier's cost, a criminal record check.
- 5.2 In addition to the above, the Supplier must, at its own cost, conduct criminal record checks or other enhanced security clearances as may be required by Manitoba Justice, on all such personnel at least annually and before any new personnel are proposed to perform any of the Services or have access to any Manitoba Data or Confidential Information.
- 5.3 If such personnel are found to have a criminal record or have failed the other enhanced security clearances, then Supplier's Project Manager shall immediately notify Manitoba's Project Manager, in writing, of the nature of the offences or failure. Personnel which, in Manitoba's opinion, have an unacceptable criminal record or who have failed the enhanced security clearance, shall be rejected. Acceptance by Manitoba of all proposed Supplier resources requires the written approval of Manitoba's Project Manager, following acceptable criminal record checks and enhanced security clearances.

6 TELEPHONE CHARGES and PRIVILEGED COMMUNICATIONS

- 6.1 Rates charged to users of the Justice Telephone System shall be as set forth in Schedule A and will remain constant during the Term of this Agreement, unless otherwise agreed to in writing by the Parties.
- 6.2 The Supplier shall assist in the creation of a common access list for Inmates to contact registered lawyers of the Institution where the Inmate is

resident. These calls will be processed at no charge to the Inmate or their legal representative. The Parties agree that there will be no reduction in the Commission payable by the Supplier to Manitoba as set forth in Section 7 below for the cost of providing this Service. All such communication shall be subject to *The Corrections Services Act* (Manitoba) and the regulations thereto, in particular Regulation 128/99, Part 10 (Inmate Communications), the provisions of which are included in Schedule B to this Agreement.

7 COMMISSION PAYABLE

- 7.1 The Supplier shall pay to Manitoba a percentage of its gross revenue received from call charges, as set out in Schedule A of this Agreement, ("**Commission**").
- 7.2 All payments of Commission from the Supplier to Manitoba shall be remitted in arrears within thirty (30) days of the previous month-end and shall be accompanied by a detailed breakdown of the gross revenues as set out in the Request for Proposals.
- 7.3 Manitoba shall apply the Commission to the respective Inmate Welfare Trust Fund set up for each Institution.
- 7.4 Manitoba and the Supplier shall meet, at least annually, to discuss rates, cost structure, future opportunities, new technology and proposed improvements to the Inmate Telephone System.
- 7.5 Notwithstanding any other provision of this Agreement, Manitoba may inspect the Services and Equipment at any time and may order the re-execution of any Services or Equipment which were not performed in accordance with the provisions of this Agreement, and at the Supplier's expense, the Supplier shall re-execute the Services and re-supply the Equipment in accordance with the terms of this Agreement.

8 INSTALLATION OF EQUIPMENT

- 8.1 The Supplier must install the System and provide all wiring, cabling, hardware, Software, licensing, training, support, maintenance and reporting at its own sole cost. The Supplier's revenue will come solely from the users' payments in relation to the Justice Phone System. Manitoba is not responsible for making any payments to the Supplier.
- 8.2 The Supplier shall be responsible for the cost of installation and operation of the Equipment. A written statement from the Supplier shall be provided as part of the installation services, confirming that all circuits have been

properly tested and all cables, pairs, blocks, terminals, etcetera have been legibly marked.

- 8.3 The Supplier must obtain the written permission of Manitoba before proceeding with any work that requires altering its facilities. This shall include, but will not be limited to, cutting, drilling or modifying the facilities in any manner.
- 8.4 If additional cabling is required during the installation process, the Supplier shall cover all costs for provision of the cabling, including purchase, labour and installation.
- 8.5 At no additional cost to Manitoba, all telephone system wiring and cabling installed during the performance of the Services will become the property of Manitoba.
- 8.6 Supplier will install Internet access for the operations of the inmate telephones in each facility and will size the Internet connection so that every inmate telephone can make a call at the same time. Accurate bandwidth connection will be determined after final phone count at each facility.

9 RESTRICTIONS ON OTHER WORK AND ADVERTISING

- 9.1 During the Term of this Agreement, the Supplier and its subcontractors who are providing the Services under this Agreement will not provide any services to any other person, firm, corporation or organization in a manner which materially interferes with or conflicts with the proper performance of the Supplier's obligations under this Agreement.
- 9.2 The Supplier agrees that it will not refer to, or permit any reference to, this Agreement, the Services or Equipment being provided hereunder in any advertising or promotional materials, except with the prior written authorization of Manitoba.

10 CONTRACT CHANGE CONTROL PROCEDURES

- 10.1 Manitoba shall have the right at any time during the Term of this Agreement to request that the Supplier modify or make additions or deletions to the Services, the Materials or the Equipment. Manitoba shall request any such changes by submitting a Contract Change Control document to the Supplier in the form attached hereto as Schedule "C".
- 10.2 Upon receipt of a Contract Change Control document, the Supplier will, at no cost to Manitoba, assess the impact of the requested changes on:

- (a) the Services to be performed under this Agreement;
- (b) the time frame for completion of the Services and the requested changes;
- (c) the total cost of the requested changes; and
- (d) any other areas which may be affected by the requested changes.

10.3 The Supplier shall complete the Contract Change Control document with the information described above and deliver it to Manitoba's Contract Manager within five (5) Business Days of receipt of the Contract Change Control request from Manitoba. The completed Contract Change Control document shall constitute an offer by the Supplier to provide the Services or Equipment requested by Manitoba.

10.4 To the extent that Manitoba accepts the Supplier's offer by having its Contract Manager sign-off on completed Contract Change Control document, then this Agreement shall be deemed amended to incorporate the changes agreed to in the accepted Contract Change Control document.

11 INSURANCE

11.1 The Supplier shall, at its sole cost and expense, purchase and maintain the following insurance coverages:

- (a) commercial general liability insurance against claims for personal injury and death and damage to property in the amount of Two Million (\$2,000,000.) dollars per occurrence; and
- (b) errors and omissions insurance for negligent acts, errors or omissions in the amount of Two Million (\$2,000,000.) dollars per occurrence or claim.

11.2 Without limiting or restricting the generality of subsection 11.1, the Supplier agrees that:

- (a) the commercial general liability insurance policy will add Manitoba and its officers, employees and agents, as "additional insureds" with respect to the Services to be performed under this Agreement; and
- (b) the errors and omissions insurance policy shall:
 - (i) provide coverage for any negligent acts or omissions of the Supplier and its officers, employees, agents and

subcontractors; and

- (ii) be purchased and maintained for a minimum of twelve (12) months following the expiry or termination of this Agreement, (or alternatively, the Supplier shall purchase and maintain extended claims reporting coverage for that twelve (12) month period).

11.3 The Supplier shall provide Manitoba with at least thirty (30) days' advance written notice in the event of cancellation or material reduction of coverage regarding these policies.

11.4 The Supplier will provide Manitoba with a Certificate of Insurance evidencing all of the insurance required to be obtained in accordance with this Section 11 prior to commencing any of the Services or providing any Equipment or Materials.

12 SYSTEM REPORTING AND COPIES

12.1 All reports shall be accessible by the Parties' Contract Managers and Project Managers and will be provided to Manitoba by the Supplier at no additional cost. The System must be configured to enable the System's administrators to search for and retrieve data on a real-time basis for the preceding six (6) month period. The Supplier is responsible for retaining all information contained in the central database for a minimum of three (3) years. Records exceeding three (3) years may be destroyed bi-annually upon written approval of Manitoba.

12.2 Inactive files that have been closed and the call detail recordings that are older than six (6) months may be maintained on an archived status file. This information must be made available to Manitoba within a maximum of seven (7) days from the date requested.

12.3 In the event of termination or expiration of this Agreement, or upon the completion by the Supplier of the Services outlined in Section 3, the Supplier shall deliver to Manitoba all Materials including, but not restricted to, all research, reports, papers, tapes, slides, films, photographs, audio-visual material, and all input data or other information submitted to the Supplier or developed by the Supplier in the performance of this Agreement, whether in draft or completed form.

13 CONFIDENTIALITY AND PROTECTION OF PRIVACY

13.1 The Supplier shall keep private, treat as being confidential, and not make public or divulge during as well as after the Term on this Agreement, any information or material to which the Supplier or staff becomes privy as a

result of acting under this Agreement without having first obtained Manitoba's consent in writing. Such information shall be provided strictly and solely to those people who are assigned to the performance of the Services outlined in Schedule "A".

- 13.2 The Supplier shall use the same care and discretion to avoid disclosure, publication or dissemination of Manitoba's Confidential Information as the Supplier uses to protect its own information that it does not wish to disclose, publish or disseminate and, in any event, no less than reasonable protection.
- 13.3 The Supplier agrees to advise each of its officers, employees, agents and subcontractors who are involved in providing the Services that they may, during the course of discharging their individual or collective responsibilities under this Agreement, have access to Manitoba's Confidential Information and shall further advise such individuals of the obligations contained in this Section 13 pertaining to the protection of Confidential Information.
- 13.4 The Supplier shall ensure there are appropriate confidentiality agreements with its officers, employees, agents and subcontractors who will have access to Manitoba's Confidential Information, sufficient to require such individuals to treat Manitoba's Confidential Information in accordance with this Section 13.
- 13.5 In the event of expiration or termination of this Agreement, the Supplier agrees to:
 - (a) return to Manitoba all of Manitoba's Confidential Information; and
 - (b) if agreeable to Manitoba, in writing, irretrievably delete or destroy the Confidential Materials in accordance with Manitoba's Security Safeguards and Measures requirements, a copy of which is attached to this Agreement as Schedule "D".
- 13.6 Upon request, the Supplier shall certify in writing to Manitoba that all copies of Manitoba's Confidential Information has been returned or irretrievably erased or destroyed.
- 13.7 When working at any of the Institutions, the Supplier must comply with the security requirements applicable to such premises that are communicated to the Supplier. When working outside of any of Manitoba's Institutions, then the Supplier and each of its subcontractors must comply with Manitoba's Security Safeguards and Measures requirements, a copy of which is attached hereto as Schedule "D".

- 13.8 Where the Supplier or any officers, employees, agents or subcontractors of the Supplier will have access to Personal Information, then the Supplier and its officers, employees, agents and subcontractors shall comply with the requirements contained in Schedule "E" – (Protection of Personal Information").

14 RIGHTS IN AND PROTECTION OF DATA

- 14.1 All Materials, including research, reports, papers, audio-visual material and information forming part of or produced in the performance of this Agreement and all copyrights, patents, trademarks, industrial designs and other property rights arising from such Materials, are the sole property of Manitoba, and are hereby assigned by the Supplier to Manitoba, provided that the pre-existing Intellectual Property Rights in Materials and information belonging to the Supplier shall remain with the Supplier. The Supplier also waives all claims to moral rights in respect of that which is assigned.
- 14.2 The Supplier shall not divulge, release or publish any such Materials or information, in whole or in part, without first having obtained written permission from Manitoba. Manitoba reserves the right to publish or release in whole or in part, to publish an amended version and not to publish or release at all, or to use or not use as Manitoba may deem fit, any Materials or information produced in the performance of this Agreement.
- 14.3 The Supplier shall ensure that Manitoba has all licenses required for any Software that may be used pursuant to this Agreement.
- 14.4 The Supplier hereby grants to Manitoba a non-exclusive, fully-paid, royalty-free license in perpetuity to use any Software, designs or similar materials of a generic nature to which the Supplier holds copyright, and that may be included in any work product delivered to Manitoba under this Agreement.
- 14.5 Notwithstanding the above, the copyright to any Software, designs or similar materials of a generic nature bearing the copyright of the Supplier that may be used in the performance of the Supplier's Services under this Agreement, or that may be included in any work product delivered to Manitoba, shall remain with the Supplier. The Supplier shall not claim a copyright to any material which is not legitimately the Supplier's work, and shall not claim a copyright to any work developed using Manitoba's funds or to any work which is unique to this Agreement. Manitoba may modify any such materials as required, so long as the Supplier's original copyright notification is not deleted or changed. Manitoba shall not permit any party other than the Province of Manitoba to make use of such material without

the permission of the Supplier.

14.6 Notwithstanding anything else in this Agreement, Manitoba will retain the sole right to all information and data, including but not limited to, call recordings and call logs. The Supplier will provide the highest level of security and assurances to ensure that this information remains protected throughout the Term of this Agreement.

14.7 The Supplier agrees to maintain all Manitoba Data, including any and all inmate call logs and recordings, within Canadian territorial borders. The Supplier agrees that it will not deliver or transmit any Manitoba Data to any person or entity residing or carrying on business outside of the territorial borders of Canada.

15 INDEPENDENT CONTRACTOR

15.1 It is understood and agreed that this Agreement is a contract for the performance of a service and that the Supplier is engaged as an independent contractor and is not nor shall be deemed to be an employee, servant or agent of Manitoba.

16 COMPLIANCE WITH LAWS

16.1 The Supplier shall give all the notices and obtain all the licenses and permits required to perform the work. The Supplier will comply with all laws applicable to the work or performance of the Agreement, including, without limitation, *The Corrections Services Act* and the regulations thereto, specifically Regulation 128/99, Part 10 – Inmate Communications, a copy of which is included in Schedule “B” hereto.

17 WORKERS' COMPENSATION

17.1 The Supplier shall comply with the Manitoba *Workers' Compensation Act*. Prior to receiving payment under this Agreement, Manitoba may require the Supplier to submit a Workers' Compensation Board (WCB) Clearance Letter indicating that all WCB assessments have been paid.

18 LIABILITY AND INDEMNITY

18.1 Manitoba shall not be liable for any injury or damage (including death) to the person or for the loss of damage to the property of the Supplier in any manner based upon, occasioned by or in any way attributable to the Supplier's Services under this Agreement unless such injury, loss, or damage is caused solely and directly by the negligence of an officer or servant of Manitoba while acting within the scope of his or her employment.

18.2 The Supplier shall use due care in processing Manitoba's work. Except to the extent caused by Manitoba, the Supplier will be responsible for, and will be required to indemnify Manitoba, its officers, employees and agents for, each of the following:

- (a) all damages and costs for personal injury and bodily injury to any persons, including death, caused by the willful or negligent act, omission or delay on the part of the Supplier, its servants or agents;
- (b) all damages and costs for physical harm to, or loss of, real and tangible personal property caused by the willful or negligent act, omission or delay on the part of the Supplier, its servants or agents;
- (c) all damages, losses and costs sustained or incurred due to breaches of confidentiality, security and privacy obligations by the Supplier, its servants or agents;
- (d) all damages, losses and costs sustained or incurred due to infringement of Intellectual Property Rights by the Supplier, its servants or agents;
- (e) all damages, losses and costs sustained or incurred by third parties for which the Supplier is legally responsible;
- (f) costs to restore the Ministry's records and data to the same state as in the last available back-up copy; and
- (g) re-procurement costs in the event that Manitoba terminates this Agreement for cause.

18.3 Except as provided for in subsection 18.2, the Supplier shall not be liable for any indirect or consequential damages related to the Services performed under this Agreement unless arising from any willful or negligent acts, omissions or delays on the part of the Supplier, its servants or agents in carrying out this Agreement.

19 PERFORMANCE

19.1 The Supplier shall faithfully, honestly, and diligently service Manitoba during the Term of this Agreement.

19.2 It is understood that the Supplier shall provide office space equipped with such furniture, together with such staff and other services and equipment as may be necessary for the carrying out of the Services required under this Agreement. Manitoba may provide at his discretion and for such time period as Manitoba deems appropriate, office space and facilities to the

Supplier as may be necessary for the carrying out of all or part of the Services required under this Agreement.

- 19.3 Manitoba reserves the right to demand that the Supplier replace any individual who is working on the project and who is found to be unsuitable in Manitoba's sole discretion.

20 PRODUCTS TO BE DELIVERED

- 20.1 Under this Agreement the Supplier will deliver the items as referred to in the Schedules "A" and "F" attached hereto to Manitoba, and these items shall conform to the format and standards established by Manitoba during the course of the Agreement and conveyed to the Supplier by notice.
- 20.2 No work shall be considered complete until it has been accepted and approved in writing by Manitoba.

21 FORCE MAJEURE

- 21.1 The Supplier shall not be liable for failure to provide the Services outlined in Schedule "A" if such failure is due to causes beyond its reasonable control, excluding financial inability, ("**Force Majeure Event**"), if and only if Manitoba is notified within five (5) days in writing of the existence of such a failure, its causes and the reasons for its being beyond the reasonable control of the Supplier and the Supplier's proposed plan for dealing with such events. Where the Force Majeure Event continues for five (5) or more Business Days, then Manitoba shall be entitled to terminate this Agreement for cause.

22 TERMINATION

- 22.1 Manitoba may terminate this Agreement by giving thirty (30) days' advance written notice to the Supplier, in which case Manitoba shall pay to the Supplier its reasonable wind-down costs, consisting of:
- (a) reasonable severance costs for terminated employees who are dedicated to the provision of the Services;
 - (b) cancellation costs for any third-party contracts dedicated to the provision of the Services; and
 - (c) any other reasonable direct costs associated with the termination.
- 22.2 In addition to its rights under subsection 22.1, this Agreement may be terminated by Manitoba without further liability, damage or cost, if, in the opinion of Manitoba:

- (a) the Supplier has committed a material breach of this Agreement that has not been corrected within five (5) Business Days of receipt of written notice identifying the deficiency and requiring that it be cured; or
 - (b) the Supplier becomes bankrupt or insolvent or ceases to carry on business.
- 22.3 Termination of this Agreement by Manitoba shall in no way relieve, or be deemed to relieve, the Supplier from any ongoing duties, obligations or liabilities which may arise from this Agreement, including but not limited to those set out in the Sections headed Confidentiality and Protection of Privacy, Rights in and Protection of Data, and Liability and Indemnity, or any remedies available to Manitoba under the Agreement or at law.

23 ASSIGNMENT

- 23.1 Except as may be set out in the Proposal, the Supplier shall not assign, transfer or subcontract this Agreement, in whole or in part, without the written permission of Manitoba.
- 23.2 Any change in control of the Supplier resulting from a merger, consolidation, stock transfer or asset sale which may materially impact the provision of the Services under this Agreement shall be deemed to be an assignment or transfer for the purposes of this Agreement and will require Manitoba's prior written consent.
- 23.3 No assignment or transfer of this Agreement shall relieve the Supplier from any obligations hereunder, except to the extent that they are properly performed by the Supplier's authorized or permitted assignees, transferees or subcontractors.

24 ABORIGINAL BUSINESS PROCUREMENT

- 24.1 The Supplier acknowledges that the use of Aboriginal Businesses is important to Manitoba and agrees to work with Manitoba to achieve this intent where appropriate.
- 24.2 The percentage of the Services to be completed by the Aboriginal Business is identified Attachment C (Aboriginal Business Subcontractor Form) and Attachment E (Aboriginal Business Participation Form) of the Supplier's Proposal.
- 24.3 The Supplier shall confirm that actual percentage of Aboriginal Business participation in the provision of the Services by completing a further version of Attachment E (Aboriginal Business Participation Form) and

submitting same to the Manitoba Project Manager upon the completion of the installation services for the new Inmate Telephone System.

- 24.4 In the event that the actual percentage of Services performed by the Aboriginal Business and the cost of same do not comply with the Proposal, then the Supplier must provide a reasonable justification for same and advise Manitoba, in writing, of the steps the Supplier will take to meet or exceed these requirements in the further performance of the Services.
- 24.5 If the Supplier fails to provide such an explanation and take any steps to remedy any deficiencies to the satisfaction of Manitoba, acting reasonably, then Manitoba shall have the right to terminate this Agreement, for cause, without providing the Supplier with any further notices to remedy such deficiencies.

25 AUDIT RIGHTS

- 25.1 Manitoba, at Manitoba's expense, shall be entitled to mandate its internal or external auditors to inspect and audit the relevant books, records, premises and equipment of the Supplier which contain Manitoba Data, the accuracy of the Supplier's reports submitted to Manitoba, the Supplier's compliance with the terms of this Agreement, and for any other customary financial or security audit purposes pertaining to the Supplier's performance under this Agreement generally.
- 25.2 The Supplier shall provide such assistance as may be reasonably requested by Manitoba's internal and external representatives and auditors
- 25.3 In the event that an audit reveals any inaccuracy then, in addition to any other remedies Manitoba may have under this Agreement or at law, at Manitoba's option, if the inaccuracies:
- (a) relate to any commission payable by the Supplier to Manitoba, then an adjustment shall be made and the Supplier shall forthwith submit any underpayment to Manitoba; or
 - (b) relate to the Services being performed, or to technical or security processes and procedures, then the Supplier and Manitoba will discuss the matter and mutually agree on corrective action to be taken by or on behalf of the Supplier to address same.

26 NOTICES

26.1 All notices under this Agreement shall be deemed duly given; upon delivery, if delivered by hand; or three days after posting if sent by registered mail, receipt requested; to a party at the address set out in this Agreement or to such other address as designated by a party by notice in accordance with this Agreement. Nothing in this section shall prevent notice from being given by any other means.

To Manitoba: Business Transformation and Technology 1100 – 215 Garry Street Winnipeg, MB R3C 3P3 Attention: Marion Guinn, Executive Director, Business Operations	To the Supplier: Synergy Inmate Phone Solutions, Inc. 12126 El Sendero Street San Antonio, Texas 78233 USA Attention: Charles A. Slaughter
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27 TIME SHALL BE OF THE ESSENCE

27.1 Time shall be of the essence of this Agreement, provided that the time for completing any of the work that has been or is likely to be delayed by reason of Force Majeure may be extended at Manitoba's discretion if the other terms of this Agreement are satisfied.

28 ENTIRE AGREEMENT

28.1 This Agreement and the Schedules attached or referred to constitute the whole Agreement between the parties unless duly modified in writing and signed by both parties. No representation or statement not expressly contained in this Agreement shall be binding upon either party.

28.2 The Schedules attached to this Agreement form an essential part of this Agreement and should there be any conflict between the general terms and conditions of the Agreement and the Schedules then the Agreement shall govern the Schedules interpretation.

29 GOVERNING LAWS

29.1 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Manitoba and the Parties irrevocably attorn to the jurisdiction of the courts of Manitoba.

30 CONSENT TO BREACH NOT WAIVER

30.1 No term or provision of this Agreement shall be deemed waived and no

breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or excuse for any different or subsequent or a continuation of the same breach unless expressly stated.

31 PARTIAL INVALIDITY

31.1 If any term or provision of this Agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement may, at Manitoba's option, remain in full force and effect and such term or provision shall be deemed removed from the Agreement

32 DEFINITION OF SUPPLIER

32.1 References to the Supplier shall include employees, servants and agents of the Supplier, independent contractors to the Supplier and employees, servants, agents and independent contractors of assignees if the Agreement or its performance is assigned.

33 SECURITY

33.1 The Supplier shall comply with all security and privacy procedures and policies of Manitoba as they may be, from time to time, forwarded to the Supplier.

34 AUTHORITY

34.1 The signatories of this Agreement personally warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf of each has been properly authorized and empowered. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by it.

35 OFFERS OF EMPLOYMENT

35.1 Each party to this Agreement, throughout the term of the Agreement and for a period of six (6) months thereafter, undertakes that, without the prior written approval of the other party, it shall not induce any employee(s) of the other party to terminate his or her employment with the other party.

36 SUCCESSOR AND ASSIGNS

36.1 The rights and obligations under this Agreement are binding upon and continue for the benefit of the Parties and their respective successors and

assigns.

37 DISPUTE RESOLUTION

- 37.1 When issues arise, verbal or written dialogue shall take place between the Parties' respective Project Managers. The Parties, through these representatives, will use their good faith efforts to resolve any disputes or disagreements.
- 37.2 In the event that the Project Managers are unable to resolve any dispute or disagreement, they shall each prepare a written report within five (5) Business Days after either one of them notifies the other that there is a dispute or disagreement which they are unable to resolve. Copies of these reports shall be delivered to the Parties' Contract Managers, being the individuals identified in Section 26 hereof, who shall work together to resolve the dispute or disagreement.
- 37.3 In the event that the Contract Managers are unable to resolve the dispute or disagreement within five (5) Business Days from receiving the Project Managers' written reports, then the Contract Managers shall refer the matter to the signatories to this Agreement, who shall attempt to resolve the dispute or disagreement.
- 37.4 In the event that the signatories to this Agreement cannot resolve the dispute or disagreement within five (5) Business Days, or such longer period of time that the Parties may agree, then either Party may submit the dispute or disagreement to arbitration by a single arbitrator in accordance with *The Arbitration Act* (Manitoba), except there shall be no right to appeal the arbitrators decision.
- 37.5 The Party wishing to commence the arbitration must give the other Party written notice describing the dispute or disagreement to be arbitrated. If the Parties do not agree on a single arbitrator, then either Party may apply to a judge of the Manitoba Court of Queen's Bench to appoint an arbitrator.
- 37.6 Notwithstanding this Section 37, disputes regarding the protection of Manitoba Data and Personal Information, Confidentiality, Security and Manitoba's right to terminate this Agreement shall not be subject to arbitration.
- 37.7 The costs and expenses of the arbitration shall be allocated by the arbitrator as the arbitrator determines in accordance with applicable law.
- 37.8 Except where clearly prevented by a dispute or disagreement, the Supplier shall continue to perform its duties and obligations under this

Agreement while the dispute or disagreement is being resolved, unless and until such obligations are lawfully terminated or expire in accordance with the provisions hereof.

38 EFFECTIVE DATE

38.1 This Agreement shall take effect on the date that the last Party signs this Agreement.

39 COUNTERPARTS

39.1 This Agreement may be executed in counterparts that together will be deemed to constitute one valid and binding agreement. The delivery of the counterparts may be effected by means of email transmission with the same effect as if the original copies had been delivered.

IN WITNESS WHEREOF Manitoba and the Supplier have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

<p><u>Marion Gunn</u> Witness</p>	<p>For the Government of Manitoba <u>[Signature]</u> Minister of Finance (or designate) Date: <u>May 26, 2016</u></p>
<p><u>[Signature]</u> Witness</p>	<p>For Synergy Inmate Phone Solutions, Inc. Per: <u>[Signature]</u> Name: Charles A. Slaughter Title: President Date: <u>May 20, 2016</u> I have the authority to bind the Supplier.</p>

SCHEDULE "A"

This schedule of the Agreement describes the Services to be carried out and Deliverables to be provided by the Supplier, and supplementary conditions relating thereto.

This schedule incorporates the following:

A.1 Request for Proposals

Request for Proposals ICTP-0008-14-JUS issued by Manitoba in February, 2015 is incorporated herein by reference and describes the Services to be performed and Deliverables to be provided.

A.2 Supplier's Proposal

The Proposal submitted by the Supplier dated March 19, 2015, is incorporated herein by reference.

The Supplier agrees to provide the User-Pay based Offender Telephone system for Correctional Services and all Services and Deliverables as further described in the Proposal.

A.3 Rates and Commission

These rates will be reviewed after 120 days, and, subject to the Contract Change Control provisions contained in Section 10 of the Agreement, will remain firm for the remainder of the initial five (5) year contract period.

Collect Calling

Collect long distance or local \$4.30 for one (1) call, up to 15 minutes in length.

Prepaid Calling

Prepaid calls long distance or local \$3.00 for one (1) call, up to 15 minutes in length.

Voicemail

\$1.25 per voicemail from family and friends. Voicemail from privileged source shall be free.

Free Calls

Privileged numbers and program agencies – all calls free up to 1 hour per call.

Pre-Trial/Remanded inmates – 3 free personal calls per day, up to 15 minutes per call, for all pre-trial/remanded inmates until a custody sentence is imposed.

Youth centres – 3 free personal calls per day, up to 15 minutes per call, per youth, sentenced or remand.

All other fees and charges

Cash trust deposits in kiosks - \$2.00 transaction fee plus 2% of the deposit.

Credit Card Transaction Fee - \$2.00 transaction fee plus 5% of the deposit.

Refund Processing Fee - \$5.00.

Return Check Charge - \$25.00.

s. 18(1)(b)(c)(i)(ii)(iii); 28(1)(b)(c)(i)(ii)(iii)



SCHEDULE "B"

The Corrections Services Act (Manitoba)

Regulation 128/99 – Part 10 (Inmate Communications)

PART 10

INMATE COMMUNICATIONS

Definitions

70 The following definitions apply in this Part.

"designated correctional officer" means a correctional officer who has been designated by the facility head to perform a specified task or responsibility. (« agent des services correctionnels désigné »)

"intercept" means to temporarily redirect or hold an incoming or outgoing inmate communication. (« interceptor »)

"mail" includes letters, packages, parcels, magazines and other forms of written communication that are delivered to an inmate. (« courrier »)

"monitor" means

- (a) to listen to or read inmate communication that
 - (i) is made by telephone or other electronic means, or
 - (ii) is made by telephone or other electronic means and recorded;
- (b) to open and read mail, electronic mail or any other form of written inmate communication. (« surveiller »)

"privileged communication" means communication between an inmate and any of the following:

- (a) a lawyer representing the inmate;
- (b) a member of the Legislative Assembly of Manitoba or the Parliament of Canada;
- (c) the Correctional Investigator of Canada;
- (d) the chairperson of the Parole Board of Canada;
- (e) the Manitoba Human Rights Commission;
- (f) the Ombudsman;
- (g) any of the following officials in the Department of Justice:
 - (i) the deputy minister,
 - (ii) the associate deputy minister (Corrections),
 - (iii) any executive director of Manitoba Corrections. (« communication privilégiée »)

"three-way call" means a telephone call in which:

- (a) a third party is added to an already connected call; or

(b) the recipient number is used to connect the caller to a third telephone number. (« conférence à trois »)
M.R. 138/2007; 206/2014

Authorized recording systems

70.1 Inmate communications may be recorded only through the use of a recording system that has been approved by the facility head.
M.R. 206/2014

Who can intercept inmate communications?

70.2 Inmate communications may be intercepted only by a correctional officer.
M.R. 206/2014

Who can monitor inmate communications?

70.3 Inmate communications may be monitored only by a designated correctional officer.
M.R. 206/2014

Notice of recording or monitoring

70.4(1) The facility head must give inmates reasonable notice that inmate communications made by telephone or other electronic means may be recorded or monitored.

70.4(2) Notice under subsection (1) may be given by means of:

- (a) a recorded announcement played at the beginning of an inmate communication that is made by telephone or other electronic means;
- (b) posting notices on all telephones used by inmates indicating that inmate communications may be recorded or monitored; or
- (c) any other method by which the notice of the recording or monitoring of the communication may reasonably be expected to come to the inmate's attention.

M.R. 206/2014

Retaining recorded inmate communications

70.5(1) Subject to subsection (2), a recording of an inmate communication may be retained for no more than 120 days.

70.5(2) A recording of an inmate communication may be retained for longer than 120 days if

- (a) there are reasonable grounds to believe that the communication relates to
 - (i) a criminal offence or a plan to commit a criminal offence, or
 - (ii) an act that may jeopardize the safety or security of a custodial facility;
- (b) there are reasonable grounds to believe that the communication was used by the inmate to harass or cause harm to others;

- (c) the communication violates a court order restricting or prohibiting communication between the inmate and another person; or
- (d) the communication is directed to a person who has advised staff at the custodial facility that he or she does not want to communicate with the inmate.

M.R. 206/2014

Notice of communication restriction

70.6(1) Subject to subsection (2), if an inmate's communication is being restricted in accordance with subsection 42(1.1) of the Act, the facility head or a designated correctional officer must, as soon as practicable,

- (a) give the inmate written notice of the nature of the restriction and the reasons for the restriction; and
- (b) give the inmate an opportunity to make representations to the facility head.

70.6(2) The facility head or a designated correctional officer is not required to give an inmate notice of a communication restriction if it would adversely affect an ongoing investigation.

70.6(3) If notice of a communication restriction is not provided to an inmate due to an ongoing investigation, the inmate must be provided with notice in accordance with subsection (1) as soon as the investigation is concluded.

M.R. 206/2014

Three-way calls

70.7(1) The facility head or a designated correctional officer may direct that an inmate's communication by telephone be monitored at any time if there are reasonable grounds to believe that the communication involves or will involve a three-way call.

70.7(2) A correctional officer may restrict or prohibit access by an inmate to a communication system if it is determined that the inmate is involved or has been involved in a three-way call.

M.R. 206/2014

Privileged communication

70.8(1) Subject to this section, privileged communication must not be recorded, intercepted or monitored.

70.8(2) If a privileged communication is inadvertently recorded, it must not be monitored and the recording must be destroyed as soon as possible after the facility head or a designated correctional officer becomes aware of the recording.

70.8(3) If a correctional officer has reasonable grounds to believe that a communication that appears to be sent to an inmate by a person or office referred to in clauses (a) to (g) of the definition "privileged communication" has not actually been sent from the person or office, he or she may intercept the communication and detain it until he or she is satisfied of its authenticity. If the communication is found not to be a privileged communication, a correctional officer may inspect and read the communication.

70.8(4) If communication from an inmate that purports to be sent to a person or office referred to in clauses (a) to (g) of the definition "privileged communication" is addressed to an incorrect address, a correctional officer must bring the error to the attention of the inmate. If the inmate does not correct the address, the correctional officer may inspect and read the communication.

M.R. 206/2014

Intercepting mail to search for contraband

70.9 A correctional officer may — in the presence of an inmate — intercept and open mail that is sent to or by the inmate to determine whether it contains contraband. The officer must not read any mail while searching for contraband.

M.R. 206/2014

No application to surveillance recordings

70.10 This Part does not apply to an audio or video surveillance recording that is made for the purpose of monitoring activities in the custodial facility.

M.R. 206/2014

71 and 72 [Repealed]

M.R. 138/2007; 206/2014

SCHEDULE "C"
CONTRACT CHANGE CONTROL
REQUEST DOCUMENT

Contract Change Request - Template

PROJECT	
PROJECT MANAGER	
PROJECT PHASE	
PROJECT ORGANIZATIONAL UNIT	

Contract Change order ID		Short description	
Status	Open / Waiting for start condition / On going / Completed		

Associated Contract Change Requests

Identifier	Title of Associated Contract Change Request

Contract Change Order Description

Summary Description of the Change:			
Detailed Description of the Change :			
Approved by (name)		Date approved	
(Role)		Target date for approval	
Associated Contract Change Order Ids	Identify the change order identifier (#) for impacted or associated change requests		
Scope Change	Describe the impact of the change on the project scope.		
Schedule change	Describe the impact of the change on the project schedule, highlighting impact to project delivery milestone(s)		
Financial change	Describe the impact of the change on the financial cost of the project delivery		

Personnel change	Describe the impact of the change on the staffing plan of the project
Detailed description of the change	

Contract Change Order History

Date	Comments
<i>dd /mmm/yy</i>	

SCHEDULE "D"
SECURITY SAFEGUARDS AND MEASURES

This Schedule contains the requirements and obligations of the Supplier to safeguard Manitoba's assets and Confidential Information.

For the purposes of this Schedule:

"Confidential Information" includes Personal Information, 3rd party proprietary information and any other information that Manitoba identifies as confidential.

"Personal Information" has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act of Manitoba* (C.C.S.M., c.F175), and includes: (i) personal information about an identifiable individual which is recorded in any manner, form or medium; and (ii) personal health information about an identifiable individual as defined in *The Personal Health Information Act of Manitoba* (C.C.S.M., c. P33.5).

"Representatives" includes the Supplier's officers, employees, agents, business partners and subcontractors.

"Record" means a record of information in any form, including electronic form, but does not include a mechanism or system for generating, sending, receiving, storing or otherwise processing information.

1. Technical Security

1.1. General System

Supplier's information and communications systems must include reasonable hardware, software and procedural security control measures, acceptable to Manitoba, acting reasonably, and which are designed to prevent the following:

- (a) unauthorized access and systematic attempts to disrupt service;
- (b) unauthorized changes to software and hardware components;
- (c) propagation and execution of harmful code, including but not limited to computer viruses and worms; and
- (d) unauthorized access to and disclosure of Confidential Information.

1.2. Individual Workstation

Supplier's Representatives must have installed and operational the following security controls on their personal workstations:

- (a) operating system and optional hard disk encryption password settings;
- (b) a password protected keyboard/screen lock that is automatically activated by a period of inactivity of no more than twenty (20) minutes;

- (c) encryption software acceptable to Manitoba capable of encrypting Confidential Information stored on the workstation; and
- (d) a personal firewall and anti-virus program, acceptable to Manitoba, if the workstation is directly connected to any Manitoba or Manitoba network, the internet, or to Manitoba's or Manitoba's local area network.

1.3. Encryption of Confidential Information

Supplier's Representatives must encrypt all Confidential Information when:

- (a) leaving the work area for the balance of the day;
- (b) the Confidential Information is in transit; and/or
- (c) the Confidential Information is being sent electronically (including, but not limited to, internet, email, FTP).

2. Physical Security

2.1. Offices and Work Areas

If the Agreement permits Supplier or its Representatives to have records of Confidential Information on Supplier's or its Representative's premises, then access to these premises must be controlled at all times. In addition:

- (a) the individual in possession of the records must lock their office when they leave for the balance of the day;
- (b) where the individual in possession of the records cannot lock their office, when leaving for the balance of the day they must:
 - (i.) activate the password protected keyboard/screen lock;
 - (ii.) lock all records of Confidential Information that are being left on the premises in a secure desk, filing cabinet or room to which only authorized Representatives have access; and lock up their laptop in a similar manner or secure to a fixed object with a cable lock.

3. Disposal of Records of Confidential Information

3.1. All records of Confidential Information must be destroyed when required as described in Manitoba's policies on Confidential Information and Personal Information.

3.2. All records of Confidential Information must be destroyed in a manner that makes it impossible to read or reconstruct the information.

3.3. Paper Records

All paper records of confidential Information must be shredded or otherwise destroyed in a manner acceptable to Manitoba. If the records are shredded, they must be cut in strips of one (1) centimetre wide or less, unless they are also cross-cut, re-shredded or mixed.

3.4. Electronic Records

3.4.1. Microfilm, microfiche, magnetic computer tapes, compact disks, diskettes, and other forms of electronic media must be incinerated or shredded using a commercial shredding operation acceptable to Manitoba.

3.4.2. Before disposal hard drives must be erased with a commercial disk eraser tool, acceptable to Manitoba, capable of writing to each sector a minimum of three (3) times. Drive formatting is not considered an acceptable method of disk erasure. Hard drives that fail and are not accessible must be physically destroyed and/or erased with commercial degaussing equipment.

4. Disaster Recovery and Records Backup

4.1. Disaster Planning and Recovery

As part of Manitoba's business continuity and disaster recovery planning for the new Justice Phone System, Supplier will (at no additional charge) provide Manitoba with feedback and recommendations in a timely manner to assist Manitoba in developing such plans.

4.2. Data Backup

Unless otherwise provided for in the Agreement, Supplier must backup electronic records on a regular schedule, keeping the backup copies in a separate storage area, which meets security, environmental and fire prevention and suppression standards acceptable to Manitoba.

5. Supplier Policies and Procedures

5.1. Written Policies and Procedures

Supplier must have written security policies and procedures acceptable to Manitoba and provide copies of such policies and procedures to Manitoba, upon request.

5.2. Representatives Awareness

Supplier must make its Representatives aware of and agree to be bound by its written security policies and procedures and Supplier's obligations under this Schedule.

5.3. Breaches of Security

In addition to other requirements identified in this Schedule, Supplier's security policies and procedures must include provisions to:

- (a) identify and record security breaches and attempted security breaches;
- (b) take corrective action to address security breaches and attempted security breaches; and
- (c) notify Manitoba immediately, in writing, of any security breach or attempted security breach involving Manitoba's Confidential Information and identify what steps are being taken to prevent a recurrence.

6. Inspections or Investigations by Manitoba

6.1. Right to Carry out Inspections or Investigations

Manitoba may, using either internal or external auditors, carry out inspections or investigations of Supplier and its Representative's security practices involving Manitoba's Confidential Information, as Manitoba considers necessary to ensure the adequate protection of the information.

6.2. Cooperation by the Supplier

Supplier and its Representatives must cooperate in any inspection or investigation carried out by Manitoba and must permit access, at all reasonable times, to their premises and to records and information pertaining to their security practices or to this Schedule.

6.3. Correction of Deficiencies

If an inspection or investigation identifies deficiencies in Supplier or its Representative's security practices which expose Manitoba's Confidential Information to risk of unauthorized disclosure, then Supplier must take immediate steps, acceptable to Manitoba, to promptly correct the deficiencies.

SCHEDULE "E"
PROTECTION OF PERSONAL INFORMATION

Definition of personal information

1.01 In this Schedule and in this Agreement, "personal information" has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act* of Manitoba(C.C.S.M. c. F175), and includes:

- (a) personal information about an identifiable individual which is recorded in any manner, form or medium; and
- (b) personal health information about an identifiable individual as defined in *The Personal Health Information Act* of Manitoba(C.C.S.M. c. P33.5).

These statutory definitions are attached at the end of this Schedule.

1.02 The requirements and obligations in this Schedule:

- (a) apply to all personal information received, collected or otherwise acquired by Supplier in the course of carrying out its obligations under the Agreement, in whatever manner, form or medium;
- (b) apply whether the personal information was received, collected or acquired before or after the commencement of the Agreement; and
- (c) continue to apply after the termination or expiration of the Agreement.

Collection of personal information by Supplier

1.03 Supplier recognizes that, in the course of carrying out its obligations under the Agreement, Supplier may receive personal information from Manitoba and may collect, acquire, be given access to and may otherwise come into possession of personal information about individuals.

1.04 Where Supplier receives, collects, acquires, is given access to or otherwise comes into possession of personal information, Supplier must collect only as much personal information about an individual as is reasonably necessary to carry out Supplier's obligations under the Agreement.

1.05 Where Supplier collects or acquires personal information directly from the individual it is about, Supplier must ensure that the individual is informed of:

- (a) the purpose for which the personal information is collected;
- (b) how the information is to be used and disclosed;

- (c) who in Supplier's organization can answer questions the individual may have about his or her personal information; and
- (d) his or her right of access to the information as set out in Supplier's policies.

Access to personal information by the individual it is about

1.06 [Intentionally deleted].

Restrictions respecting use of personal information by Supplier

- 1.07 (a) Supplier must keep the personal information in strict confidence and must use the personal information only for the purpose of properly carrying out Supplier's obligations under the Agreement and not for any other purpose;
- (b) The personal information shall be used solely by Supplier personally, or (where Supplier is a corporation, business, organization or other entity) by the officers and employees of Supplier, except as otherwise specifically permitted by Manitoba in writing;
- (c) Supplier must:
- (i) limit access to and use of the personal information to those of Supplier's officers and employees who need to know the information to carry out the obligations of Supplier under the Agreement;
 - (ii) ensure that every use of and access to the personal information by Supplier and by the authorized officers and employees of Supplier is limited to the minimum amount necessary to carry out the obligations of Supplier under the Agreement;
 - (iii) ensure that each officer and employee of Supplier who has access to the personal information is aware of and complies with the requirements, obligations and fair information practices in this Schedule; and
 - (iv) ensure that each officer and employee who has access to the personal information signs a pledge of confidentiality, satisfactory in form and content to Manitoba, that includes an acknowledgement that he or she is bound by the requirements, obligations and fair information practices in this Schedule and by Supplier's security policies and procedures and is aware of the consequences of breaching any of them.

1.08 Supplier must ensure that:

- (a) no person can make unauthorized copies of the personal information;
- (b) no person shall disclose the personal information except as unauthorized under subsection 1.10 of this Schedule; and
- (c) no person can modify or alter the personal information in a manner which is not authorized.

1.09 Supplier must not link or match the personal information with any other personal information, except where necessary to carry out the obligations of Supplier under the Agreement.

Restrictions respecting disclosure of personal information by Supplier

1.10 Supplier must not give access to, reveal, disclose or publish, and must not permit anyone to give access to, reveal, disclose or publish, the personal information to any person, corporation, business, organization or entity outside Supplier's organization, except as follows:

- (a) to Manitoba, and to Manitoba's officers, employees and agents, for the purposes of the Agreement;
- (b) to any person, corporation, business, organization or entity with the voluntary, informed consent of the individual the information is about;
- (c) where the individual the information is about is a child under the age of 18 years, to the custodial parent or parents or to the legal guardian of the child, upon satisfactory proof of identity and authority, provided that Supplier is of the opinion the disclosure would not be an unreasonable invasion of the child's privacy;
- (d) where disclosure is required or authorized by legislation;
- (e) where disclosure is required by an order of a court, person or body with jurisdiction to compel production of the personal information or disclosure is required to comply with a rule of court that relates to the production of the personal information; or
- (f) where disclosure is necessary to prevent or lessen a serious and immediate threat to the health or safety of the individual the information is about or of any other individual or individuals.

1.11 Without limiting subsection 1.10 of this Schedule, Supplier shall not:

- (a) sell or disclose the personal information, or any part of the personal information, for consideration; or

- (b) exchange the personal information for any goods, services or benefits; or
- (c) give the personal information to any individual, corporation, business, agency, organization or entity for any purpose, including (but not limited to) solicitation for charitable or other purposes;

and shall not permit any of these activities to take place.

Protection of the personal information by Supplier

1.12 Supplier must protect the personal information by putting in place reasonable security arrangements, including administrative, technical and physical safeguards, which ensure the confidentiality and security of the personal information against such risks as use, access, disclosure or destruction which are not authorized under this Schedule. These security arrangements must take into account the sensitivity of the personal information and the medium in which the information of the personal information and the medium in which the information is stored, handled, transmitted or transferred.

1.13 Without limiting subsection 1.12 of this Schedule:

- (a) Supplier must ensure that:
 - (i) the personal information is accessible only to those of Supplier's officers and employees who need to know the personal information to carry out the obligations of Supplier under the Agreement; and
 - (ii) the personal information is protected by a series of passwords to prevent unauthorized access and that access to and use of these passwords is limited to those of Supplier's officers and employees who need to know the personal information to carry out the obligations of Supplier under the Agreement;
- (b) Supplier must comply with any regulations made, policies issued and reasonable requirements established by Manitoba respecting the protection, retention or destruction of the personal information, including, without limitation, the Security Safeguards and Measures identified in Schedule D hereto; and
- (c) Supplier must provide training for its officers, employees, agents and subcontractors regarding the requirements in this Schedule and Supplier's security policies and procedures.

Statutory definitions of personal information and personal health information

1. "personal information" means recorded information about an identifiable individual,

including

- (a) the individual's name,
- (b) the individual's home address, or home telephone, facsimile or e-mail number,
- (c) information about the individual's age, sex, sexual orientation, marital or family status,
- (d) information about the individual's ancestry, race, colour, nationality, or national or ethnic origin,
- (e) information about the individual's religion or creed, or religious belief, association or activity,
- (f) personal health information about the individual,
- (g) the individual's blood type, fingerprints or other hereditary characteristics,
- (h) information about the individual's political belief, association or activity,
- (i) information about the individual's education, employment or occupation, or educational, employment or occupational history,
- (j) information about the individual's source of income or financial circumstances, activities or history,
- (k) information about the individual's criminal history, including regulatory offences,
- (l) the individual's own personal views or opinions, except if they are about another person,
- (m) the views or opinions expressed about the individual by another person, and
- (n) an identifying number, symbol or other particular assigned to the individual.

2. **"personal health information"** means recorded information about an identifiable individual that relates to

- (a) the individual's health, or health care history, including genetic information about the individual,
- (b) the provision of health care to the individual, or
- (c) payment for health care provided to the individual,

and includes

- (d) the PHIN and any other identifying number, symbol or particular assigned to an individual, and
- (e) any identifying information about the individual that is collected in the course of, and is incidental to, the provision of health care for payment for health care.

"health care" means any care, service or procedure

- (a) provided to diagnose, treat or maintain an individual's physical or mental condition,
- (b) provided to prevent disease or injury or promote health, or
- (c) that affects the structure or function of the body,

and includes the sale or dispensing of a drug, device, equipment or other item

pursuant to a prescription.

"PHIN" means the personal health identification number assigned to an individual by Manitoba to uniquely identify the individual for health care purposes.

SCHEDULE "F"
SUPPORT AND MAINTENANCE SERVICES

Following the installation of the Justice Phone System Equipment at each correctional facility in Manitoba in accordance with the agreed to Project Plan, the Supplier will perform the following Support and Maintenance Services for Manitoba, all in accordance with the terms of the RFP, as responded to in the Supplier's Proposal.

1. Support and Maintenance

- 1.1. Supplier will provide full support and service to all facilities included in the Project Plan. These services include:
 - 1.1.1. Single point of contact.
 - 1.1.2. Toll-free number for facility staff to report problems or request assistance.
 - 1.1.3. Toll-free number for the public for prepaid deposits or billing or blocking questions.
 - 1.1.4. Speed dial number (211#) for inmates to dial to report a problem directly to Manitoba.
 - 1.1.5. An account manager to assist Manitoba.
 - 1.1.6. Training on the system at installation, and ongoing throughout the Agreement.
 - 1.1.7. Local technicians to provide on-site maintenance and support for each facility.
 - 1.1.8. Remote diagnostics monitors the system 24/7.
 - 1.1.9. Supplier will fulfill Manitoba's requirement of Service availability per facility, 24 hours a day, 7 days a week, 365 days a year (24x7x365) with 99.9 percent uptime

Number of Minutes

Service was available

Uptime % = _____ X 100%

1440 Minutes

- 1.2. The Supplier shall be responsible for all maintenance, support, repairs and replacement of the total System including software, cabling and hardware.
- 1.3. All Software patches and Updates (major and minor versions) must be provided by the Supplier under their proposed support terms. The Supplier will notify Manitoba of major updates. The Supplier will advise Manitoba in advance of updates that require interruptions of the Services. Such updates will be done during planned change windows outside of regular business hours. The Supplier is responsible for ensuring the Justice Phone System is safe and secure at all times by periodically updating the Justice Phone System with all operating system Updates and security patches. The Supplier shall pay all costs associated with upgrading and providing new Equipment during the Term of this Agreement.
- 1.4. The Supplier's maintenance personnel shall be onsite within four (4) hours from the time of a Correction facility's notification to resolve problems arising with the Equipment or the Services that disable all or any of the individual facility's telephones. A certified technician must complete all repairs to individual telephones sets within (48) hours of receiving notification from the facility.
- 1.5. Supplier will repair damage due to inmate vandalism and will itemize repair costs and deduct it from Commission payable to Manitoba. Repair reports must be on a per facility per phone basis including detailed information.



REQUEST FOR PROPOSALS (RFP)

- Name: **Justice Phone System**
- Number: ICTP-0008-14-JUS
- Issued by: Government of Manitoba
Jobs and the Economy
Business Transformation and Technology
for
Manitoba Justice
- Issue Date: Thursday, February 5, 2015
- Closing Date: Tuesday, March 24, 2015 at 12:00 noon
All times are shown as local Winnipeg time (Central Daylight Time or Central Standard Time, depending on time of year).
- Submission Address: ICT Procurement Services
1100 – 215 Garry Street
Winnipeg, Manitoba R3C 3P3
- Submission Instructions: **Proposals must be received at the Submission Address no later than the Closing Date and Time.** Proposals received after that date and time will be returned unopened to the Proponent. It is the Proponent's sole responsibility to ensure that the Proposal is delivered personally, by mail, or by courier to the designated location prior to the Closing Date and Time. Proposals submitted via electronic (email) or facsimile (fax) will not be accepted.
- Proposals must include:**
- **One (1) original hard copy of the Proposal, including a Letter of Introduction signed in ink by an officer of the Proponent's organization, and excluding the pricing section;**
 - **One (1) original hard copy of the Pricing section, contained in a sealed separate envelope within the submission package.**
- Proposals should include:
- Seven (7) hard copies of the Proposal, bound in such a way as to lay flat, all **excluding** the pricing section;
 - One (1) soft copy on CD-ROM, identical to the original hard copy, but **including** the pricing section.
- Proposals which include any type of pricing, in any section other than the separate sealed envelope and the soft copy on CD-ROM, may be disqualified.



Proposals should be enclosed in a sealed envelope or box clearly marked with:

- RFP Name and Number;
- Closing Date; and,
- Proponent's Return Address.

Enquiries:

All enquiries or requests for clarification concerning this RFP should be submitted by email:

- To: ICTProcurement@gov.mb.ca
- Subject: Justice Phone System

Manitoba will accept enquiries up to the Closing Date. Manitoba will endeavour to answer questions as quickly as possible, but Proponents should note that questions submitted near the Closing Date have a high risk of not being answered in time for the Proponent to incorporate the information in their Response.

Responses to enquiries will be available through MERX. The source of the enquiry will remain confidential.

Proponents are solely responsible for obtaining all information that may be necessary in order to understand the requirements of this RFP and to submit a Proposal in accordance with the terms and conditions of this RFP. No allowance shall be made for the failure of a Proponent to obtain such information or to make such investigations.

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1.0 INTRODUCTION

The purpose of this section of the Request for Proposal is to provide information to Proponents on the nature of the Government of Manitoba's requirement. Proponents are not required to respond to this section.

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Proponents to provide a Justice Phone System solution as described within this RFP and in *Attachment H – Business Requirements* and, for Proponents who are proposing a solution hosted by the Proponent in *Attachment I – Security Requirements*, for Manitoba Justice.

Manitoba Justice is seeking the services of a qualified Proponent for the provision, management, installation and maintenance of a Justice Phone System within designated correctional centers and Justice locations. The Justice Phone System **must** be a user-pay based system with revenues collected by the Proponent from called parties at rates based on (where applicable) tariff rates set by the Canadian Radio Television and Telecommunications Commission (CRTC), for collect payphone users. Some locations may be in areas of the province where regulation has been forborne by the CRTC.

Manitoba Justice would like to pursue an “out of the box” configuration as much as possible.

Manitoba will enter into an Agreement with the Proponent who submits a Proposal that best serves the interests of Manitoba when evaluated in accordance with the stated evaluation criteria.

The contract will include one-time supply and installation and ongoing operations (maintenance and support) for the system based upon a five (5) year term.

The Successful Proponent(s) should have:

- Experience with design, implementation, servicing and support for physical phone infrastructure related to Justice Phones.
- Strong customer service history and immediate service issue resolution for critical services.
- The objective of providing a highly available service with minimal disruption in services at correctional centres.
- Organizational Change Management (OCM) experience, (refer to Information Package) with the proven ability to develop and support a OCM Plan that outlines the Change Management activities required throughout the project lifecycle, the timeline of when each activity should be conducted as well as an estimate of resources required. Manitoba's OCM is aligned with the ProSci Methodology. Proponents are able to utilize alternate methodologies provided that they are aligned with Manitoba's OCM approach. More information on ProSci is available at <http://www.prosci.com/>.
- Solution Architecture experience delivering complex information systems requirements.
- A demonstrated capability to define, plan and implement, public sector IT projects from both a functional and technical view.



- Experience with and resources for handling highly sensitive information in accordance with strict security guidelines.
- Resources that will work on the project that can pass a Criminal Records check and an enhanced clearance review by the Department of Justice.

1.2 Background

Community Safety Branch

Community Safety Branch operates nine (9) correctional centres: seven (7) adult centres and two (2) youth centres located geographically throughout the Province of Manitoba. Manitoba Justice, Community Safety Branch is seeking to replace the current Justice Phone System in operation at eight (8) correctional facilities located throughout the province of Manitoba, not including Manitoba Youth Centre. The present system no longer meets current or long-term requirements for Manitoba Justice. The current system is near its end of life and can no longer be supported. The current product is known as the Inmate Maximizer phone system and utilizes Millennium payphones. The current provider of phone service is MTS Inc.

Adult Centres:

- Women's Correctional Centre
- Headingley Correctional Centre
- Milner Ridge Correctional Centre
- Brandon Correctional Centre
- The Pas Correctional Centre
- Dauphin Correctional Centre
- Winnipeg Remand Centre

Youth Centres:

- Agassiz Youth Centre
- Manitoba Youth Centre

Manitoba reserves the right to extend this service to other areas and Departments within Government.

1.3 Manitoba's Environment

The solution should be capable of operating within Manitoba's managed IT environment. This environment consists of desktop personal computers (PCs) and laptops on a managed Ethernet LAN. Network services are only provided for managed or approved devices. The desktop operating system is Windows 7 (32 bit). Manitoba is planning to move to a Windows 7 64 bit desktop operating system. Workstations use a client image developed by HP Enterprise Canada, managers of Manitoba's desktop environment. The workstation image has a number of standard configurations and restrictions, and users run without administrator rights. These computers will be used to run other applications used by Manitoba Justice, including in-house custom applications and off-the-shelf products like Microsoft Office. It will be necessary to test any proposed solution that may integrate into the government desktop environment on one or



more of our client-imaged PCs to ensure that the solution can operate within our managed environment.

1.4 Background Information Package

Manitoba has developed an information package that is available to Proponents.

In order to obtain copies of these documents, please complete and sign *Attachment F – Request for Information Package and Attachment G – Non-Disclosure Agreement* and scan/email or fax it to:

ICT Procurement Services
1100 – 215 Garry Street
Winnipeg, Manitoba R3C 3P3
Phone: (204) 945-1749 Fax: (204) 948-3385
Email: ICTProcurement@gov.mb.ca

The information package includes the following reference documents:

- Manitoba templates and sample deliverables:
 - Manitoba OCM Strategy Template
 - Manitoba OCM Toolkit Overview
 - Manitoba Sample Project
 - Manitoba Project Resource Estimate Template
 - Manitoba PM Methodology Guidebook
 - Manitoba ICT Technology Standards
 - ICT Security Policy
- Business Requirements (from Attachment H)
- Security Requirements (from Attachment I)
- Eventide Feature Product Sheet Specs

This information is available only as a reference to Proponents. All information and requirements provided need to be confirmed through the delivery of this project.

1.5 Scope of Work

Manitoba seeks a Proposal for a solution that is capable of monitoring, logging and recording phone calls made by Inmates, where legally applicable and required. The proposed system **must** allow for the following:

- Placing phone restrictions on outgoing and incoming calls for operational and security reasons. This includes restrictions on length of call and who Inmates can phone or receive a call from. All calls **must** be tracked for auditing purposes.
- All data including the recorded voice calls **must** be available from anywhere within the Government of Manitoba's network.
- The telephone system proposed by the Proponent shall be a turnkey, telecommunications service for Inmates.
- The telephone system **must** be fully outsourced; the Successful Proponent shall provide all hardware, training, support and maintenance at zero cost to Manitoba Justice.

- Title to and ownership of the Equipment (excluding wiring used during installation), shall at all times remain with the Proponent notwithstanding that some of the Equipment may be affixed to the Centres.
- Manitoba Justice will retain sole right to all information and data, including but not limited to call recording and call logs and will expect the highest level of security and assurances that this information remains in Manitoba's environment throughout the life of the agreement.

1.6 Proof of Concept

The Proponent will be expected to provide to Manitoba a Provide a Proof of Concept (POC) and trial / pilot of the solution at two correctional facilities, sites to be determined, that demonstrates the key aspects of the proposal. The goal of the POC is to:

- Educate business users and stakeholders on the solution to help them experience key aspects of the proposed solution.
- Use an “out of the box” configuration as much as possible. The POC may include conceptual education using other media as appropriate.
- Enable Manitoba to complete the following basic tasks:
 - Test the system under various scenarios.
 - Provide demonstrations to project team and sponsors which includes how the end users and other impacted stakeholders will experience the change from current state to future state in the new system.
 - Document core findings.
 - Inform project planning as appropriate.

1.7 Manitoba Resources

Manitoba has the following resources available to work with the Successful Proponent on this project:

- Community Safety Branch Justice representatives – corporate approvers
- Community Safety Justice end user and testing group
- Project Sponsor – will ensure sufficient funding and resources are available and is responsible for overall project delivery.
- Business Analyst - will provide subject matter expertise within Justice.
- Infrastructure Management Services/Hosting Services - will provide technical installation support for Network connectivity and access to servers etc.
- The following can provide subject matter expertise for their respective areas:
 - Desktop Architect – will provide subject matter expertise on Manitoba's Desktop environment.
 - Hosting Architect – will provide subject matter expertise on Manitoba's hosting environment.
 - Network Architect – will provide subject matter expertise on Manitoba's data communications environment.
 - Manitoba accommodations structured wiring systems subject matter expert.
 - Information System Security Analyst – will provide subject matter expertise on Manitoba's information security systems.



- Project Management Office – will provide subject matter expertise on project management in order to assist the implementation.
- Procurement Services – will provide subject matter expertise on RFP evaluation.
- Civil Legal Services – will provide Manitoba legal consultation during contract negotiations.

Note: Confirmation of resources is to be concluded depending on the Successful Proponent's solution.

1.8 Workplace and Tools

Space for the Successful Proponent will be provided by Manitoba Justice during the training phase and during the implementation phases at Corporate office and at each site if required.

1.9 Additional Phases of Work

Manitoba, at its sole discretion, reserves the right to award additional phases or work directly related to this current project to the Successful Proponent without issuing further procurement documents, based on the successful provision of Deliverables/and or Services being sought in this RFP. Alternatively, Manitoba is in no way obligated to the Successful Proponent and may tender future phases of work.

1.10 Standards

Proponent's solutions will adhere to the following Manitoba standards (included in Information Package):

- Enterprise Architecture
- Project Management
- Security

1.11 Estimated Timetable

The following timetable lists the anticipated schedule (dates and times) of significant events associated with the RFP process, in general. Manitoba reserves the right to alter the schedule at its sole discretion.

Activity	Tentative Date
Issue Date – Manitoba RFP on MERX	Thursday, February 5, 2015
Proponent Enquiries Due	Manitoba will accept enquiries up to the Closing Date. Manitoba will endeavor to answer questions as quickly as possible, but Proponents should note that questions submitted near the Closing Date have a high risk of not being answered in time for the Proponent to incorporate the information in their Response.
Facility Tours (if applicable)	<i>TBD</i>

Closing Date – Proponent Proposals Due	Tuesday, March 24, 2015 at 12:00 noon
Manitoba Evaluates Proposals	Wednesday, March 25 to Friday, April 10, 2015
Proponent(s) are notified of Manitoba’s request for a Proof of Concept	Monday, April 13, 2015
Proof of Concept	Monday, April 20 to Friday, April 24, 2015
Manitoba Executive Approval of Award Recommendation	Friday, May 15, 2015
Selection of and Notification to the Selected Proponent	Monday, May 18, 2015
Contract Negotiation & Execution	Tuesday, May 19 to Tuesday, June 16, 2015
Anticipated Engagement Start Date	Monday, June 22, 2015

1.12 Manitoba Procurement Policies and Initiatives

1.12.1 General

It is the goal of the Manitoba Government to ensure that: every purchase represents a fair and reasonable cost to the taxpayer for the required goods or services; all qualified and interested potential Proponents are extended the opportunity to compete for Manitoba Government business; and all purchasing transactions are processed in a timely and cost effective manner that best fulfils the requirements of the customer while satisfying any applicable legislation and/or management policy.

1.12.2 Sustainable Development

In 1998 Manitoba passed *The Sustainable Development Act*, a proactive piece of legislation with far reaching implications that sets out the principles of sustainable development for Manitoba. The Act recognizes that the public sector, through its internal operations and procurement practices, has an integral role in promoting environmental awareness and sustainable development. Government departments and publicly funded agencies are required to apply sustainable development principles in their operations. Additional information can be obtained at <http://www.gov.mb.ca/gs/psb/green.html>.

1.12.3 Aboriginal Procurement Initiative

The Manitoba Government is committed to community economic development as a key component of Manitoba’s economic strategy, intended to develop a provincial economy that is more inclusive, equitable and sustainable. Procurement practices are one means that can be used to contribute to the growth of Aboriginal businesses. In that regard, Manitoba developed the Aboriginal Procurement Initiative (API). The objective of the API is to increase the participation of Aboriginal business in providing goods and services to Manitoba.

Aboriginal Business Participation – “Aboriginal Business Participation” is a desirable requirement only (not mandatory). Bids will not be disqualified if no “Aboriginal Business Participation” is provided in this tender submission. “Aboriginal Business Participation” may be met by the use of an Aboriginal business either as the Prime Contractor or as a Sub-Contractor to provide goods and services.



Aboriginal Business Directory – Manitoba has established a directory of Canadian businesses called the “Aboriginal Business Directory” (ABD). This directory is a list of Aboriginal businesses (including non-profit organizations and economic development corporations) that have self-declared as an Aboriginal Business meeting the definition under the API. It is neither comprehensive nor exhaustive but may be a useful resource to identify Aboriginal businesses for potential partnering or sub-contracting purposes. Aboriginal businesses not listed in the ABD may also be used.

Registration on the ABD does not guarantee certification as an Aboriginal business, as business status may change; therefore formal certification is required in the formal tender process. Aboriginal businesses are encouraged to register (if they have not yet done so) by contacting Procurement Services Branch as follows:

For further information on the Aboriginal Business Directory, registration forms and access to a copy of the Aboriginal Business Directory please see the following website:

http://www.gov.mb.ca/mit/psb/api/ab_proc.html

Manitoba Infrastructure and Transportation
2nd Floor – 270 Osborne Street N.
Winnipeg, Manitoba
General Inquiry Line
Ph: 204-945-6361
Fax: 204-945-1455

Refer to *Appendix A – Definitions* for Aboriginal Procurement definitions.

1.12.4 Canadian Small and Medium Size Enterprises

The Manitoba Government desires, to the extent practical, to employ Canadian Small and Medium Size Enterprises (SMEs) for the delivery of information and communications technologies’ products and/or services to Manitoba. In larger contracts, Manitoba encourages the use of subcontracting and/or the development of consortiums (business partners) to fulfill Manitoba’s requirements.

In all cases, Manitoba requires that a Prime Contractor be responsible for managing all aspects of the products and/or services delivered by subcontractors and/or business partners, as well as ensuring that service levels are maintained regardless of whether the work is subcontracted.

1.13 Confidential and Proprietary RFP

This RFP contains information that is confidential to Manitoba and other participating organizations. The use and reproduction of this RFP, or any part thereof, by photographic, electronic or other means is permitted solely for the purpose of preparing a Proposal. No news release, public announcement, or any other reference to this RFP shall be made without the express written consent of Manitoba.

1.14 MERX Download of Documents

This RFP **must** be obtained by the Proponents from MERX in order for their Proposal to be considered for further evaluation. MERX is Canada’s leading electronic tendering service, and



will provide Manitoba with a Detailed Tracking Report of all Proponents who obtained the RFP (along with any related postings such as questions and answers or amendments). Manitoba may not accept Proposals from Proponents who obtained the RFP document from another source and did not obtain the documents from MERX.

Information about MERX can be obtained on their website www.merx.com, by telephone at 1-800-964-6379, or by email at merx@merx.com.



2.0 PROPOSAL – REQUIREMENTS AND CONTENT

*The purpose of this section of the RFP is to describe to Proponents the contents and information that Manitoba requires to assess their Proposals. Proponents should note that failure to respond to content requirements identified as “**must**” will result in disqualification of their Proposal. Not responding to other requirements prescribed in this section will reduce the evaluation score of the Proposal and may result in the disqualification of the Proposal entirely.*

2.1 Title Page

Provide a title page that includes the RFP number and name, closing date, Proponent’s name, address, telephone number, facsimile number, and email. Also provide the name, address, telephone number, facsimile number, and email of the Proponent contact person.

2.2 Letter of Introduction (Covering Letter)

The Proposal must be submitted with a Letter of Introduction signed in ink by an officer of the Proponent organization authorized to legally bind the Proponent. The letter should: introduce the firm; state their intent to provide the products and/or services required by Manitoba as described in their Proposal; and, accept the conditions identified in the RFP. Refer to *Attachment A – Letter of Introduction Sample*.

The letter should also identify the primary point of contact that will be responsible for contract negotiations and the primary point of contact for transition and management of the Manitoba account.

2.3 Table of Contents

Provide a Table of Contents that at a minimum identifies the page number of all major headings.

2.4 Executive Summary

An Executive Summary should be provided that gives the Evaluation Committee a strong indication of how well the Proponent understands Manitoba’s requirements, and how well suited the Proposal is to meeting Manitoba’s needs. This summary should not be longer than two (2) pages.

2.5 Facts and Assumptions

In order to give the Evaluation Committee a clear understanding of the Proposal, the Proponent should provide all facts and assumptions made in the development of the Proposal.

The Proponent should indicate and explain all assumptions made in the development of its Proposal. Ideally, this should be done in the following format as depicted in the table below. For ease of evaluation, Proponents should ensure that any and all assumptions that are inserted in the Proposal under the relevant section also appear in the assumptions table.



Where an assumption from the Proponent’s Proposal is related to the criteria listed in *Section 4.2 – Evaluation Criteria*, the assumption may be factored into the Proponent’s overall response to that section and/or subsection of the RFP and the Proposal will be scored accordingly.

If no assumptions are stated, the Proposal will be considered to have been submitted without any assumptions.

Ref. #	Fact or Assumption	Relevance to the Proposal
1.		
2.		

Note: In order to reduce the number of assumptions that a Proponent may have (particularly related to cost), it is highly recommended that Proponents fully utilize the opportunity to submit any questions that they may have pertaining to this RFP prior to submitting their Proposal. Proponent enquiries should be in accordance with the instructions on the cover page of this RFP.

2.6 Proposed Solution – Methodology and Approach

The objective of this section is to gain an understanding of how the Proponent will implement and support their solution. Any assumptions made in responding to this section are to be cross-referenced to *Section 2.5 - Facts and Assumptions*. All of the information requested in this section should be provided.

2.6.1 Understanding of Scope and Objectives

Describe your understanding of the scope of Manitoba’s requirements as described in RFP *Section 1.3 – Manitoba’s Environment* and *Section 1.5 – Scope of Work* and demonstrate how your proposed solution and services will meet those requirements.

Include a textual and graphical overview of your service delivery strategy, giving a clear indication of your understanding of Manitoba’s needs and of their ability to deliver a successful solution.

2.6.2 Project and Risk Management

Proponents should provide a response to each item below:

- Based upon the Project Governance model described in the *Project Management Methodology Guidebook*, outline the anticipated roles for the following groups:
 - Proponent
 - Manitoba Justice
 - Business Transformation and Technology (BTT)
- The governance model should include the resources identified in *Section 1.7 – Manitoba Resources*.
- Describe how issues, decisions, and project change requests will be reported and managed. The description should include how these items will be escalated based upon the Project Governance model described in Manitoba’s Project Management Methodology.

- Provide a proposed communication plan for this project. The communication plan should include any reports, meetings, or other communications that will be provided, the intended audience for these communications, and frequency of these communications.
- Based upon the information provided in this RFP and the Proponent's experience with similar projects, provide a preliminary list of project risks and describe the plan to manage these risks to ensure timely delivery within scope and budget. The risk plan should include an assessment of the risk in terms of probability of occurring and impact to the project, a proposed response for the risk and an overview of how the risks will be monitored.
- Identify the expected frequency of meetings between Manitoba's and your project team, the content of meetings and reports provided to Manitoba during the course of the project.

2.6.3 Quality Assurance

Describe the evaluation methodology that would be used to determine business owner satisfaction and effectiveness if an agreement were to be signed as a result of your Proposal:

- Proponents should describe customer service responsiveness, hours of staff availability, and available communication mechanisms (e.g. written, verbal, electronic, and face-to-face).
- Proponents should describe how they measure and report client satisfaction, including frequency.
- Proponents should describe how satisfaction deficiencies are addressed and resolved (in your service level agreement or elsewhere).
- Proponents should describe secure communications mechanisms (e.g. secure voice, fax, encrypted email, and pager) to use when communication should be private.

2.7 Proposed Solution – Design Requirements

The objective of this section is to identify what business and technical elements are required of the development component of the Proponent's solution. Any assumptions made in responding to this section are to be cross-referenced to RFP *Section 2.5 - Facts and Assumptions*. All of the information requested in this section should be provided.

2.7.1 Design Overview

Provide a brief overview of your proposed solution.

2.7.2 Business and Security Requirements

Please complete *Attachment H – Business Requirements* and, for Proponents who are proposing a solution hosted by the Proponent *Attachment I – Security Requirements*, by providing a “yes/no” response and a detailed description of how your solution meets each requirement.

2.7.3 Technical Requirements

Manitoba Enterprise Architecture (refer to *Section 1.4 - Background Information Package*) maintains standards and guidelines that all new solutions within the Government of Manitoba try to adhere to. It is understood that commercial off-the-shelf solutions are already built and as a



result will not always match these guidelines. We are, however, interested to know how some of these issues are dealt with in the proposed solution. Depending upon the architecture of the proposed solution, many of these questions may not be applicable. In these cases, provide details on how your solution meets, or provides alternative architecture models and standards answer within the template.

Please describe how your solution caters to centralized data/application architecture versus a de centralized solution. Please describe your security layers in both architectures around authentication, authorization and encryption.

A complete set of architectural diagrams, information flows and interdependencies/integration points should be provided.

Service Architecture:

- Describe, using text and graphics, how your services will be implemented to include, but not be limited to, the following:
 - Remote administration. Describe how you would service hardware and software located on the government networks. Describe how your organization would require connection to this equipment via secure means (such as VPN or dedicated lines). Government requires that all remote access connections into government under go formal risk assessments by the government's security organization, the Information Protection Centre.
 - A typical deployment model.
- How likely is it that the architecture you are designing and implementing is going to change over the short term (six to twelve months) and over the long term (one to five years)?
- What if any requirements will your services have of our production network including the Government's Internet connection and firewalls? What are the typical WAN bandwidth requirements of your solution and how is this calculated?
- Do you monitor equipment or software in place at our site? If so, state which components are monitored.
- Service installation:
 - Describe how you will work with Manitoba to develop a project plan for installation.
 - What is the typical expected time frame for service installation?
 - Is there a trial period during which you provide on-site or immediate on-call support?

Service Hardware and Software:

- Describe the products, technologies, and operating systems that you use to deliver requested service. Does your service use commercial products or custom developed solutions to deliver your services?
- Describe how staff that supports the hardware and software is trained. Are there minimum certification requirements that should be met and are those certifications required prior to working on the managed security service?



Service Scalability:

Proponent should describe:

- How the service handles the capacity requirements of new client or growth.
- How much advance notice of the need for growth in the solution do you require? Are there any limitations in the rate of expansion of the proposed solution?

2.8 Proposed Solution - Implementation

The objective of this section is to identify what is involved in bringing the solution into operation. Any assumptions made in responding to the implementation features are to be cross-referenced to RFP *Section 2.5 - Facts and Assumptions*. All of the information requested in this section should be provided.

2.8.1 Installation

Provide your high-level implementation plan for installing and operating requested services. Include a timeline and estimated duration. Describe your service transition approach including migrating data from the current system to the new solution.

2.8.2 Testing

Describe your standard testing methodology and how that might be applied to this project, identifying which resource will be involved with this activity.

2.8.3 Training

Describe your overall approach for training design, development and delivery. Elements may include:

- End user (audience) assessment;
- Critical success factors,;
- Design and development;
- Training curriculum;
- Delivery methods (train-the-trainer, web-based, etc.);
- An outline of required inputs required for training (business processes, procedures, security roles, etc.); and
- Training infrastructure and logistics, roles and responsibilities, delivery of training, evaluation, other.

2.9 Proposed Solution – Operational Requirements

The objective of this section is to identify what business and technical elements are required of the operational component of the Proponent's solution. Any assumptions made in responding to this section are to be cross-referenced to RFP *Section 2.5 – Facts and Assumptions*. All of the information requested in this section should be provided.



2.9.1 Operational Overview

Provide a brief overview of your operational solution.

2.9.2 Support

- Describe operational support for help and troubleshooting during normal business hours that would be available to Manitoba. This should include your process and mechanisms for handling client inquiries and reporting problems.
- Does your service include consulting and training? Describe available training and on-site support to operationally assist us when your services are in place as well as to address any service limitations. Identify costs for consulting, training, and on-site support in *Section 2.19 - Pricing*.

2.9.3 Documentation

Provide samples, or at a minimum a table of contents, for the documentation that will be provided with the solution, including:

- User Documentation (electronic preferred).
- Operations Documentation (electronic preferred).
- Systems Documentation (electronic preferred).

2.10 Proposed Solution – Intellectual Property Rights

The objective of this section is to determine what Intellectual Property Rights, if any, will apply. Any assumptions made in responding to this section are to be cross-referenced to RFP *Section 2.5 – Facts and Assumptions*.

- Proponent confirms that all assets used in providing the managed service are adequately licensed.
- Describe all software and hardware license issues that may relate to delivering requested services and how such assets are transitioned upon contract termination.

2.10.1 Existing Computer Software Programs

If your solution includes the use of existing computer software program(s) where your organization or a third party owns the intellectual property rights, the Proposal should include a copy of the standard software licensing terms and conditions for that software for review and consideration by Manitoba. In no event will Manitoba be required to enter into an Agreement with any Proponent whose license terms and conditions are unacceptable to Manitoba.

2.10.2 Original Computer Software Programs and Enhancements to Existing Computer Software Programs

If your solution includes the custom development, creation, building or writing of an original computer software program or the enhancement of an existing computer software program to meet Manitoba's requirements, the Intellectual Property Rights described in RFP *Section 6.5 - Ownership of Information and Intellectual Property Rights* will apply. You may include alternative provisions as part of your Proposal for review and consideration by Manitoba.

2.11 Proponent Profile and Qualifications

The objective of this section is to assess whether the Proponent (including the Proponent's business partners and/or subcontractors) has the necessary qualifications to meet Manitoba's expectations as defined in this RFP.

The sections below are aimed at gaining insight into both the experience of the Proponent organization as well as the experience of the people who make up the organization, irrespective of whether their experience was gained within the Proponent organization or from previous employment with other organizations. All of the information requested in this subsection should be provided.

2.11.1 Organizational Profile

Supply a brief profile of your organization including mission statement, a description of major markets served, and organizational structure and depth.

Proponents should note that a part of the evaluation of Proposals will be based on the extent of service delivery by Aboriginal Businesses and Canadian Small and Medium Size Enterprises. Proponents may identify themselves as Aboriginal Businesses or Canadian Small and Medium Size Enterprises (as appropriate) in this section. Refer to Appendix A – Definitions for definitions of Aboriginal Business and Canadian Small and Medium Size Enterprise.

Viability:

The purpose of this section is to determine the viability of the Proponent.

- Financial:
 - Proponent should indicate if they are privately held or a publicly traded company.
 - Proponent should provide the most recent annual report and financial statement and those of your key investors if they are not publicly available.
 - Proponent should indicate the total number of active contracts for the proposed service. Describe your annual rate or percentage of new, renewing, and terminating contracts.
 - Proponent should provide information regarding any recent (24 months) mergers and acquisitions, initiated by your organization or initiated by others.
- Services Offered:
 - Proponents should name the markets or industries you target for each of the services you offer.
 - Proponents should name the services that you currently offer.
- Organizational Breadth:
 - Proponent should describe if your current business is regional, national, or international. Describe your approach and your capabilities to provide global support.



2.11.2 Related Experience

Describe your organization's experience and expertise in providing the required services and support this by providing the following information. The Proponent should provide a minimum of three (3) engagements of similar size and scope to this RFP within the past three (3) years:

- Name of the client organization.
- Service timeframe.
- Nature of the services provided.
- Personnel who were active participants in this project and a description of the role they played.
- Current status of the project.
- Name, title, telephone number and email address of a senior member of the client organization that can be contacted as a reference.

2.11.3 Personnel

Provide a list of all senior management, project management and key personnel being proposed for this project and the role they will assume for the project, in the following format:

Employee Name	Project Role

- **Education and/or Certification:**
 - Highest education level achieved (identify institution)
 - Other relevant education
 - Relevant certifications
- **Related Work Experience (in reverse chronological order):**
 - Time period
 - Employer
 - Position(s) held
 - Responsibilities
 - Relevant work assignments (of equal or greater scope and complexity)
- **Employee References:**
 - Provide a minimum of two (2) references for each employee being proposed for this engagement. References should be for experience directly related to the area or expertise for which the employee is being proposed to perform this engagement. Wherever possible, it is desirable that these references be the same as those provided in *Section 2.11.2 – Related Experience* above.

2.11.4 Other Resources (where applicable)

Describe additional resources that can be readily secured if required for this project (e.g. personnel or methodologies in a parent or sister company). This information will be factored into the evaluation of the overall Proponent's Profile and Qualifications.



2.12 Sustainable Development Practices

Describe your organization's environmental practices and qualifications such as, but not limited to ISO 14001 registration, certified Environmental Management System, Eco-label certification, waste management, recycling and composting practices, sponsorship of environmental organizations, etc.

2.13 Subcontractors and/or Business Partners

Proposals should identify all instances where subcontractors and/or business partners will be providing the Services to Manitoba by completing Attachment B (and Attachment C if applicable), and information on personnel is to be provided in the same format as in *Section 2.11.3 - Personnel* above. Manitoba reserves the right to request additional information on the subcontractor and/or business partner during the Proposal evaluation process. At all times the Prime Contractor will be responsible for the services and deliverables provided by its subcontractors.

Any subcontractors or business partners that are Aboriginal businesses and/or Canadian Small and Medium Size Enterprises may also be noted on Attachment B (and Attachment C if applicable).

- Proponents should state where they plan to use subcontractors to satisfy client requirements. In what capacity do you plan to use them?
- Proponents should indicate how our requirements flow to all subcontractors and how requirements satisfaction is determined.
- Proponents should describe what client information is shared with and used by subcontractors. What procedures do you have in place for protecting this information?
- How are security risks associated with tiered providers defined and monitored?

2.14 Aboriginal Business/Subcontractor Form

All Aboriginal Business including the Proponent and any subcontractors should be listed on the Aboriginal Business/Subcontractor Form attached as Attachment C (if applicable).

It is the responsibility of the Proponent to determine the fitness, availability and reliability of the Aboriginal businesses with whom they intend to form alliances or subcontract with to provide the requirement.

The Aboriginal Business/Subcontractor Form should be accurately completed and returned. Failure to submit the form with your Proposal shall result in a score of "0" for Aboriginal Business Participation.

2.15 Aboriginal Business Certification Form

The Aboriginal Business Certification Form attached as Attachment D is used to verify Aboriginal ownership and control of a business to ensure the intent and integrity of the Aboriginal Procurement Initiative (API).

Proponents should complete and sign the Aboriginal Business Certification Form contained in



Attachment D (if applicable). Proponents are responsible to ensure that any subcontractors listed on the Aboriginal Business/Subcontractor Form complete and sign the Aboriginal Business Certification Form. It is a mandatory condition of a valid Proposal that all certification be accurately completed and returned. Failure to submit the form with your Proposal shall result in a score of “0” for Aboriginal Business Participation.

The Successful Proponent and any subcontractors must maintain their Aboriginal Business status throughout the duration of a contract. It is the responsibility of the Successful Proponent to notify ICT Procurement Services (ICTProcurement@gov.mb.ca) of any change in their status or the status of their subcontractors as an Aboriginal Business at any time after award or during the contract.

Manitoba reserves the right to request additional information on the status of Aboriginal Business ownership and control at any time.

2.16 Aboriginal Business Participation Record Form

Throughout the duration of the agreement (if applicable), the Successful Proponent will provide ICT Procurement with the actual percentage of Aboriginal business participation by completing the Aboriginal Business Participation Record Form attached as Attachment E. The Successful Proponent will be required to complete and forward this form to ICT Procurement on a monthly basis and upon completion of the contract for Aboriginal Participation verification.

In the event the actual Aboriginal business participation falls below the percentage level cited in the Proponent’s Proposal, the Successful Proponent must provide justification for the reduction of Aboriginal business participation and the steps to be taken to meet the contractual obligation cited in the Proposal. Failure to do so and subsequently not meeting contractual obligations may result in:

- Termination of the contract resulting from this RFP in which case Manitoba may engage another Proponent to complete the contract and the original Proponent may be required to reimburse Manitoba for any additional costs incurred by Manitoba.
- Performance may be used against the Successful Proponent for evaluation purposes in the future.

The Successful Proponent further agrees to allow Manitoba, or any other person appointed on behalf of Manitoba, to perform audits of the services provided at such times as Manitoba may request, and agrees to permit such persons to have access to the Successful Proponent’s records respecting the services.

2.17 Proof of Insurability

As part of their proposal, the Proponent should provide a Certificate of Insurance, satisfactory to Manitoba, as written evidence of the required insurance covering deliverables and/or services to be provided under this agreement, with minimum coverage as identified below.

Alternatively, if the Proponent does not currently carry the required insurance, then the Proponent should provide a letter signed by a licensed insurance broker stating that the Proponent will be able to purchase the required insurance if they are selected as the Successful Proponent.



The Successful Proponent **must** obtain and maintain Commercial General Liability Insurance and Errors and Omissions Insurance (see below), throughout the term of the agreement. All insurance **must** be underwritten by insurers acceptable to Manitoba.

The Successful Proponent **must** provide a Certificate of Insurance, satisfactory to Manitoba, as evidence of the required insurance prior to commencing the provision of services under the agreement. The Successful Proponent **must** provide at least thirty (30) days prior written notice to Manitoba if the required insurance is cancelled.

2.17.1 Commercial General Liability Insurance

The Successful Proponent **must** obtain and maintain Commercial General Liability Insurance against claims for personal injury and death or damage to property arising out of the Successful Proponent or its officers, employees or agents providing services under the agreement. Such insurance **must** provide coverage of not less than \$2.0 million per occurrence. Such insurance shall name the Government of Manitoba, its Ministers, officers, employees and agents as additional insured's with respect to the services provided under the Agreement.

2.17.2 Errors and Omissions Insurance

The Successful Proponent **must** obtain and maintain Errors and Omissions Liability Insurance covering negligent acts, errors or omissions by the Successful Proponent or its officers, employees or agents providing services under the agreement. Such insurance **must** provide coverage of not less than \$2.0 million per occurrence or claim.

Such insurance **must** be maintained throughout the term of the agreement and not for less than twelve (12) months after completion of the services if the insurance policy is written on a claims-made basis.

2.18 Manitoba Business Registration

As part of their proposal, the Proponent should provide evidence, satisfactory to Manitoba, that:

- (a) it is registered to carry on business in the Province of Manitoba, as required by law; and
- (b) it has all licenses, permits and authorizations, as required by law, to provide the services and deliverables described in this RFP.

Alternatively, if the Proponent is not, as at the time of submission of its Proposal, registered to carry on business in the Province of Manitoba and/or does not have all required licenses, permits or other authorizations, the Proponent should provide a letter confirming that it will, if selected as the Successful Proponent, register and obtain all licenses, permits and authorizations, as required by law, to carry on business in the Province of Manitoba and provide the services and deliverables described in this RFP.

Any contract entered into with the Successful Proponent will include provisions requiring the contractor to have all registrations, licenses, permits and other authorizations as required by law, to carry on business in the Province of Manitoba and to provide the services and deliverables.

2.19 Pricing

The objective of this section is to help Manitoba clearly understand how much the Proponent's Proposal will cost and the various components of it. Any assumptions made in responding to the following pricing and cost requirements are to be identified in this subsection.

*This section **must** be enclosed with the Proposal in a separate sealed envelope and not included in the main body of the Proposal. Proposals may be disqualified if pricing is included anywhere within the Proposal other than the sealed envelope and CD-ROM. The Pricing envelope will only be opened if the proposal meets the minimum for requirements as described in Section 4 – Evaluation of Proposals.*

- All prices and costs should be valid for 120 days from the Closing Date.
- Manitoba is GST exempt.
- Applicable taxes should be indicated separately.
- All prices and costs should be in Canadian dollars.

Proponents **must** propose a percentage of gross revenues earned from operations of the Justice Phone System before expenses are deducted and including free calls to legal representatives.

Proponents shall provide two (2) options for gross revenue payments:

- a) Based on free local calling for all remand and sentenced Inmates; and
- b) Based on collect/debit calling (Long Distance) for remand and sentenced Inmates.

The two options **must** clearly state the percentage of revenue that will be returned to the Inmate Welfare Trust Funds.

- a) Option One (1) - Based on free local calling for all remand and sentenced Inmates.

Requirement	Percentage % (Fixed)
Proponents must propose a percentage of gross revenues earned from operations of the Justice Phone System, before expenses are deducted and including free calls to legal representatives.	

- b) Option Two (2) - Based on collect/debit calling (Long Distance) for remand and sentenced Inmates.

Requirement	Percentage % (Fixed)
Proponents must propose a percentage of gross revenues earned from operations of the Justice Phone System, before expenses are deducted and including free calls to legal representatives.	

Note: In accordance with Canadian Radio Television and Telecommunications Commission (CRTC) regulations, there shall be no cost to remanded Inmates (remanded to a Centre while awaiting further court appearances) for local calling.

The telephone system must be fully outsourced; the Successful Proponent shall provide all hardware, training, support and maintenance at zero cost to Manitoba Justice.

Title to and ownership of the Equipment (excluding wiring used during installation), shall at all times remain with the Proponent notwithstanding that some of the Equipment may be affixed to the Centres.

Manitoba Justice will retain sole right to all information and data, including but not limited to call recording and call logs and will expect the highest level of security and assurances that this information remains in Manitoba's environment throughout the life of the agreement.

2.19.1 Travel and Related Expenses

Reimbursement to the Proponent for out-of-pocket expenses shall be in accordance with the amounts and guidelines set out in the General Manual of Administration for the Province of Manitoba (see *Attachment H - Travel and Related Expenses*).

2.20 Attachments

Proponents should only attach additional information required to support the Proposal under this RFP.

3.0 PROPOSAL – SUBMISSION GUIDELINES

The purpose of this section of the RFP is to provide guidance to Proponents in how to structure their Proposals. Proponents should note that failure to follow the format requirements prescribed in this section may reduce the assessed value of the Proposal and may result in the disqualification of the Proposal entirely.

3.1 Format

Proponents should submit their Proposal setting out the information requested in this RFP and any relevant comments, according to, and in the order of the various sections, subsections and clauses presented in this RFP. Simplicity and clarity of responses are important. Proponents should avoid including extraneous or irrelevant information. Failure to respond to any section, subsection or clause will reduce the assessed value of the Proposal. For those sections or clauses for which a response is mandatory, failure to respond will result in the rejection of the Proposal.

3.2 Style

Proposals should be written in clear, succinct language and allow ease of retrieval and understanding by the Evaluation Committee.

3.3 Presentation

Proposals should be printed single or double-sided on 8½ x11" paper, use an 11-point (or larger) font and minimum 1" margins, and bound in such a manner as to lay flat when opened.

Proposals submitted via electronic mail (email) or facsimile (fax) will not be accepted.

3.4 Numbering and Titles of Content Sections

Proposals should outline the Proponent's information in the same order, using the same numbers and titles of sections, as identified in *Section 2 - Proposal – Requirements and Content, and Attachment H – Business Requirements*.

3.5 Supporting Materials

All supporting material should be attached in tabbed appendices and clearly referenced in the section of the Proposal that they support.

4.0 EVALUATION OF PROPOSALS

The purpose of this section of the RFP is to explain the process that will be used to evaluate Proposals. Proponents are advised to take the weighting of each section into consideration when preparing their Proposals.

4.1 Evaluation Process

It will be understood and accepted by the Proponents that all decisions on the degree to which a Proposal meets the evaluation criteria are within the purview and judgement of the Evaluation Committee.

The RFP evaluation process is a selection procedure employing the following steps:

4.1.1 Mandatory Items

Proposals received by the Closing Date are screened to ensure they meet all mandatory items identified as “must” on the Cover Page and in *Section 2 - Proposal – Requirements and Content*. If a Proponent fails to meet all mandatory items then Manitoba, in its sole discretion, may disqualify the Proponent and their proposal will be eliminated from further consideration.

4.1.2 Evaluation Criteria

Proposals that meet the mandatory requirements are assessed on the criteria as outlined in *Section 4.2 - Evaluation Criteria* below.

4.1.3 Ranking

Proposals will be ranked based on the results of 4.1.1 and 4.1.2 above.

4.1.4 Presentations

The top ranked Proponent(s) may be required to provide a presentation/demonstration describing their proposed solution and their capabilities to deliver the proposed solution, and show how it meets the business and security requirements listed in *Attachment H - Business Requirements* and, for Proponents who are proposing a solution hosted by the Proponent, *Attachment I – Security Requirements*.

4.1.5 Disqualification

If a Proponent fails to meet the minimum scoring requirement in any identified category or on a cumulative total basis, then Manitoba, in its sole discretion, may disqualify the Proponent.

If a Proponent's solution is unable to meet any of the business requirements listed as mandatory in *Attachment H – Business Requirements* and, for Proponents who are proposing a solution hosted by the Proponent, *Attachment I – Security Requirements*, then Manitoba, in its sole discretion, may disqualify the Proponent.

4.1.6 References

Manitoba may check references for the top ranked Proponent(s). Proponents should note that, for the purposes of evaluating references, Manitoba reserves the right to contact the persons named as references by the Proponent and any other person or persons known by Manitoba to have obtained services from the Proponent. If reference checks are not satisfactory, Manitoba, in its sole discretion, may either disqualify the Proponent and its proposal or reassess the evaluation and scoring of *Section 2.11 – Proponent Profile and Qualifications* (see 4.2 below).

4.1.7 Negotiations

Manitoba will enter into negotiations with the top ranked Proponent. Subject to satisfactory negotiations, the top ranked Proponent will be the Successful Proponent.

4.2 Evaluation Criteria

Criteria		Score	
		Maximum	Minimum
Section 2.6 – Proposed Solution – Methodology & Approach			
2.6.1	Understanding of Scope and Objectives	6	4
2.6.2	Project and Risk Management	2	1
2.6.3	Quality Assurance	2	1
Subtotal for Section 2.6		10	6
Section 2.7 – Proposed Solution – Design Requirements			
2.7.1	Design Overview	5	3
2.7.2	Business and Security Requirements (including Attachment H and, for Proponents who are proposing a solution hosted by the Proponent, Attachment I).	25	15
2.7.3	Technical Requirements	10	6
Subtotal for Section 2.7		40	24
Section 2.8 – Proposed Solution – Implementation			
2.8.1	Installation	2	1
2.8.2	Testing	2	1
2.8.3	Training	1	.5
Subtotal for Section 2.8		5	2.5
Section 2.9 – Proposed Solution – Operational Requirements			
2.9.1	Operational Overview	3	1.5
2.9.2	Support	5	3
2.9.3	Documentation	2	1
Subtotal for Section 2.9		10	5.5
Section 2.11 – Proponent Profile and Qualifications			
2.11.1	Organizational Profile	4	2.5
2.11.2	Related Experience	6	3.5
2.11.3	Personnel	4	2.5
2.11.4	Other Resources (where applicable)	1	.5
Subtotal for Section 2.12		15	9
1.12	Manitoba Procurement Policies & Initiatives		
1.12.3	Aboriginal Procurement Initiative – Aboriginal Business Participation	5	--



1.12.3	Aboriginal Procurement Initiative – Manitoba Aboriginal Preference	5	--
1.12.4	Canadian Small and Medium Size Enterprises	10	--
	Subtotal for Manitoba Procurement Policies & Initiatives	20	--
	Total	100	47

Economic development content is scored based on the percentage of work that is being undertaken by Aboriginal Businesses and/or Canadian Small and Medium Size enterprises. The formulas to determine Aboriginal Businesses and/or Canadian Small and Medium Size enterprises are as follows:

Aboriginal Business Content - $\text{Aboriginal Participation \$ Value} / \text{Total Quotation \$ Value} \times 5 = \text{Score (out of 5)}$.

Manitoba Aboriginal Business Content - $\text{Manitoba Aboriginal Participation \$ Value} / \text{Total Quotation \$ Value} \times 5 = \text{Score (out of 5)}$.

Canadian Small and Medium Size Enterprises - $\% \text{ of SME content (either as the prime Proponent or a subcontractor)} \times 10 = \text{Score (out of 10)}$.

Price - Once all the factors are considered and scored according to the established criteria, the price evaluation is completed by dividing the total cost quoted in *Section 2.19 - Pricing* by the number of points the Proposal receives, to arrive at a total price per point. The Proposal with the lowest price per point is deemed to represent the best value and will be determined to be the Selected Proponent.

4.3 Award

The final selection is conditional upon the execution of an acceptable contractual agreement and the approval by Manitoba's senior management. Manitoba desires timely completion of an agreement as reasonably determined by Manitoba. As stated in *Section 5.14 - Withdrawal of Award*, Manitoba retains the right to terminate contract negotiations with a Proponent, with no liability, and to commence negotiations with a new Proponent.



5.0 CONDITIONS AND INSTRUCTIONS

The purpose of this section is to describe the conditions that apply to all Proposals and supporting materials received in response to this RFP. Proponents should accept these conditions in their covering letter.

5.1 Proposal Ownership and Confidentiality

All Proposals submitted in response to this request will become the property of Manitoba. Proponents may request that their Proposal be kept in confidence (under non-disclosure agreements). It is to be understood and accepted by Proponents that Manitoba, in Manitoba's entire discretion, may make Proposals available to other internal parties who have a "need to know".

5.2 Conflict of Interest

No Proposal will be accepted from a Proponent if Manitoba determines that a potential conflict of interest exists.

5.3 Right of Rejection

The submission of the Proposal, the receipt of the Proposal by Manitoba and the opening of the Proposal, or any one of those, is not acceptance in any way whatsoever of the Proposal. Manitoba is under no obligation to accept all or any part of a Proposal.

5.4 Amendment or Withdrawal of Proposal

Proponents may amend Proposals in response to this RFP prior to the Closing Date by submitting an amendment clearly identifying the change, or by submitting a new Proposal that clearly indicates that it is to replace the Proposal previously submitted by the Proponent. Amendments submitted after the Closing Date will not be considered by Manitoba.

Proponents may withdraw a Proposal submitted in response to this RFP by submitting a request in writing to Manitoba at any time prior to, but not after, the Closing Date.

All amendments or requests to withdraw a submitted Proposal shall be in writing, submitted to Manitoba at the address set out in the Cover Page of this RFP. All such amendments or requests shall be submitted on the Proponent's letterhead and shall be signed by an authorized representative of the Proponent.

5.5 Modification of RFP

Manitoba may modify or clarify the RFP by one or more addendum issued through MERX.

5.6 Withdrawal of RFP

Manitoba retains the right to terminate this RFP, with no liability whatsoever to any Proponent.



5.7 Clarification of Submissions

Manitoba reserves the right to request clarification at any point during the evaluation process and to waive minor deficiencies in any Proposal to enable Manitoba to determine whether the Proponent's proposal merits further consideration. Manitoba reserves the right to re-assess or re-evaluate all or any part of a Proponent's proposal following receipt of any requested clarification, or an interview/presentation. The right to clarify does not impose upon Manitoba a requirement to clarify any part of the Proposal where the Proposal is unclear or otherwise not acceptable in any aspect.

5.8 Negotiation

Manitoba may, after award, negotiate changes to the scope of work, specifications or any conditions with the top ranked Proponent(s) without having any duty or obligation to advise any other Proponent or to allow them to vary their costs as a result of such changes. Manitoba shall have no liability to any other Proponent as a result of such negotiations or modifications.

5.9 No Obligation to Accept Proposals

The Proposal will not be deemed in any way to be a unilateral contract. The Proposal is a Proposal by the Proponent to Manitoba to carry out the provisions set out in this RFP. Manitoba, in its entire discretion, may reject or accept all or any part of the Proposal or any of the Proposals submitted under this RFP. Manitoba is under no obligation whatsoever to accept any Proposal.

5.10 Acceptance of Proposals

A Proponent may only consider a Proposal accepted by Manitoba upon receiving a written acceptance of all or any part of the Proposal from Manitoba. All or any part of the accepted Proposal is subject to discussion and negotiation by Manitoba, in Manitoba's entire discretion.

5.11 Cost of Proposals

Costs incurred in the preparation and submission of Proposals, attendance at interviews and/or the demonstration of products will be borne entirely by the Proponent submitting each Proposal.

5.12 Consortium Responses

Consortium responses will be accepted with the understanding that Manitoba will regard only one of the parties of the consortium as the Proponent. Proposals are to clearly indicate which party is the Proponent. The Proponent will be completely responsible for all additional parties.

5.13 Financial Stability

The Proponent must be financially solvent and financially capable to provide the deliverables and/or perform the proposed services described in the RFP and to undertake the necessary expenditures without anticipated financial difficulties, including the services to be performed by subcontractors and/or business partners. If requested by Manitoba, the Proponent must be able to demonstrate their financial stability prior to contract award.



5.14 Withdrawal of Award

Manitoba retains the right to terminate contract negotiations with a Proponent, with no liability, and to commence negotiations with a new Proponent. Costs incurred by the Proponent during the negotiations in such instance will be borne by the Proponent.

5.15 Period of Validity

Proposals shall be irrevocable after the Closing Date and open for acceptance for one hundred twenty (120) days after the Closing Date.

5.16 Rejection of Proposal

Proponents are advised that they must refer to the actual paragraphs in the RFP for the full description of the requirements that must be met. Any Proposal that does not meet all of the mandatory requirements shall be deemed to be non-compliant and will be rejected for failure to comply with all of the mandatory terms and conditions as set out in this RFP. Manitoba reserves the right to accept substantially compliant proposals, in its sole discretion.

All decisions and determinations made as to whether a Proponent meets the mandatory criteria, the score assigned to a Proponent, or the determination as the Selected Proponent, shall be determined solely by Manitoba or its designates, in its discretion. Manitoba's determinations in this regard shall be final, and may not be appealed by a Proponent.

No Proposal will be considered that is in any way conditional or proposes to impose conditions on Manitoba that are inconsistent with this RFP and the terms and conditions stipulated herein or in any of the schedules attached to this RFP.

5.17 Additional Information

Manitoba reserves the right to require or obtain any additional information from the Proponent for clarification purposes only, respecting the Proposal, experience, financial ability, and general suitability, before the determination of the Selected Proponent.

5.18 Award or Cancellation of RFP Process

Manitoba, in its sole discretion, reserves the right to select any Proposal other than the highest scoring or the lowest priced Proposal, or to reject any and all Proposals submitted in response to this RFP. No award may result from this RFP process. Proponents are advised that any Proposal may not necessarily be accepted.

Manitoba reserves the right to repeat, renew or cancel this RFP where, in Manitoba's sole discretion, none of the Proposals submitted in response to the RFP warrant acceptance or where it would be in Manitoba's best interest to do so. Without being obligated to do so, if the RFP is cancelled, Manitoba may, in its sole discretion, issue an RFP for the same or similar requirements as described in this RFP.

6.0 MANITOBA'S CONTRACTUAL REQUIREMENTS

The purpose of this section is to describe some of the contractual requirements that the Successful Proponent may be required to agree to prior to entering into an agreement. Proponents should clearly understand and agree to the following contractual requirements, or provide a reasonable alternative, in order for their Proposal to receive further consideration. This section may not apply to Proponents who have a pre-existing master agreement with Manitoba for the types of services and/or deliverables described in this RFP.

6.1 Liability

Except to the extent caused by Manitoba or a third party, the Successful Proponent will be liable for, and will be required to indemnify Manitoba for, each of the following:

- All damages and costs for personal and bodily injury to any persons, including death, caused by the willful or negligent acts, errors or omissions of the Successful Proponent, its officers, employees, agents and subcontractors or any other party for whom the Successful Proponent is responsible at law.
- All damages and costs for physical harm to, or loss of, real and tangible personal property caused by the willful or negligent acts, errors or omissions of the Successful Proponent, its officers, employees, agents and subcontractors or any other party for whom the Successful Proponent is responsible at law.
- All damages, losses and costs sustained or incurred due to breaches of the confidentiality and privacy by the Successful Proponent, its officers, employees, agents and subcontractors or any other party for whom the Successful Proponent is responsible at law.
- All damages, losses and costs sustained or incurred due to infringement of intellectual property rights by the Successful Proponent, its officers, employees, agents and subcontractors or any other party for whom the Successful Proponent is responsible at law.
- All damages, losses and costs sustained or incurred by third parties for which the Successful Proponent is legally responsible.
- Costs to restore Manitoba's records and data to the same state as in the last available back-up copy.
- Re-procurement costs (up to the maximum of the amounts paid by Manitoba to the Successful Proponent under the agreement).

6.2 Confidentiality

The Successful Proponent, its officers, employees, agents, subcontractors or any other party for whom the Successful Proponent is responsible at law must:

- Treat as confidential all Manitoba Data acquired or to which access has been given in the course of, or incidental to the performance of the agreement ("Confidential Material").
- Not disclose or permit to be disclosed to any person, corporation or organization such Confidential Material without first obtaining written permission from the Government of Manitoba.
- Observe and/or abide by any reasonable rules or directions provided by the Government of Manitoba in writing with respect to safeguarding or ensuring the confidentiality of such Confidential Material.



6.3 Privacy

In carrying out the Services, the Successful Proponent must comply with the principles respecting the collection, use, disclosure and destruction of personal information as set out in *The Freedom of Information and Protection of Privacy Act (Manitoba)* and *The Personal Health Information Act (Manitoba)*, and the regulations to those Acts, all as amended from time to time.

Manitoba reserves the right to disqualify Proposals received from non-Canadian Proponents where it determines, in its absolute discretion that personal information may be at risk. In addition, where the Successful Proponent maintains non-Canadian subsidiaries or affiliates, then the Successful Proponent must agree to comply with the rules, requirements and directions that the Government of Manitoba may impose regarding the protection of its data that contains personal information against such risks as unauthorized access, use, disclosure or destruction, including, without limitation, imposing the following requirements in the Agreement:

- Physical and technological restrictions on how the Successful Proponent may access, use and store any personal information.
- A liquidated damages clause, performance bond, power of attorney or other trust structure to be applied in the event of a known or potential unauthorized release of personal information.
- Sufficient audit rights to ensure that personal information is being protected.
- Such other rights or restrictions that Manitoba may impose, in its absolute discretion, to protect personal information.

6.4 Security Safeguards and Measures

When working on Manitoba's premises, the Successful Proponent will be required to follow any security requirements imposed by Manitoba.

Manitoba reserves the right to require the Successful Proponent to provide a criminal record check for employees proposed by the Contractor, if warranted by the services being awarded, and to reject employees if they are found to have a criminal record that Manitoba believes will impose a risk to Manitoba, its citizens or businesses.

6.5 Ownership of Information and Intellectual Property Rights

All deliverables, information, documents and materials, discovered or produced by the Successful Proponent in the performance of, or incidental to the performance of, the work described in this RFP, whether completed or partially completed, and all intellectual property rights therein (including, without limitation, all copyright, patent, trade mark rights) will as and when accepted and paid for by Manitoba, be the exclusive property of Manitoba.

The Successful Proponent will be required to waive all moral rights, and to obtain from each of its officers, employees and agents written waivers, under the Copyright Act (Canada) in the information, documents and materials described above in favor of Manitoba.

The Successful Proponent will not use, publish or disclose any information, documents and materials, discovered or produced by the Successful Proponent, in the performance of, or incidental to the performance of, the work described in this RFP without first obtaining written permission from Manitoba.



Manitoba Data will remain the property of Manitoba, and upon the expiration or termination of the agreement for any reason, it will be promptly returned to Manitoba, or if Manitoba so elects, the Successful Proponent will irretrievably erase it from the Successful Proponent's files.

6.6 Subcontracting and/or Assignment

6.1 Approval of Subcontractors and/or Business Partners

The Successful Proponent must not subcontract or assign any deliverables and/or services without prior written approval of Manitoba.

6.6.2 No Restriction on Subcontractors by the Successful Proponent

The Successful Proponent must not include in their agreements with their subcontractors any term or condition restricting the subcontractor from indicating that they previously performed work for Manitoba as a subcontractor under the agreement between Manitoba and the Successful Proponent.

6.7 Termination

6.7.1 With Cause

Without limiting any rights or remedies that Manitoba may have at law or in equity, Manitoba will have the right to terminate the agreement if there is a failure to meet reasonable performance standards, either specifically set out in this agreement or generally accepted in the industry.

6.7.2 Without Cause

Manitoba will have the right to terminate the agreement, without cause, by giving thirty (30) days' notice. Manitoba may accept Proposals containing reasonable alternatives to this clause.

6.8 Governing Law Jurisdiction

The agreement shall be interpreted and governed by the laws of the Province of Manitoba without regard to its rules governing conflict of laws and the parties agree to submit to the exclusive jurisdiction of the courts of the Province of Manitoba.

Appendix A – Definitions

Aboriginal	A First Nations, Non-status Indian, Métis or Inuit person who is a Canadian citizen and resident in Canada.
Aboriginal Business (AB)	A business that is at least 51% Aboriginal owned and controlled, and, if the business has 6 or more full-time staff, at least one-third of them are Aboriginal people. Upon request, the Proponent must provide a written certification of its Aboriginal business status to Manitoba.
Aboriginal Business Certification	A process to verify Aboriginal ownership and control of a business. Certification is required to register in the Aboriginal Business Directory, is also required when submitting a bid for a particular tender, and may be required during the contract. Contracts with Aboriginal business stipulate that the Aboriginal businesses maintain its Aboriginal business status throughout the duration of a contract.
Aboriginal Business Directory	A business directory of Aboriginal businesses that meet Manitoba’s definition of an Aboriginal business.
Aboriginal Business Participation	Terms and conditions that indicate that Aboriginal business participation is desirable.
Aboriginal Business/ Subcontractor Form	A form used to verify the use of Aboriginal businesses in a bid/proposal submission.
Aboriginal Person	A First Nations, Non-status Indian, Métis or Inuit person who is a Canadian citizen and resident in Canada.
Agreement	The formal contract to be negotiated and entered into by the Government of Manitoba and the Successful Proponent.
Biometric	Software with biological characteristic recognition capability (e.g. voice recognition; iris scan, etc.).
Canadian Small and Medium Size Enterprises (SME)	An entity constituted, established or organized under applicable Canadian laws, whether or not for profit, and which employees no more than 500 full-time or full-time equivalent employees, including all of its subsidiaries, parent companies and associated companies. Upon request, the Proponent must provide written evidence of its Canadian SME status to Manitoba.
Centre	A correctional or remand facility where the services are to be provided.
Centre System Administrator	The individual designated to coordinate the Justice telephone system within

each Centre.

Closing Date	The date and time after which Manitoba will no longer accept Proposals in response to this RFP.
Community Safety Technology Manager	The Community Safety Divisional manager responsible for information technology in relation to the Justice telephone system.
Correctional Grade	Refers to products that are used within Correctional Environments typically where inmates are housed. These products must be secure, tamper proof, and abuse resistant, able to withstand harsh environments and continual use.
Equipment	Any telecommunication equipment including Software and the Documentation which forms part of the Justice telephone system that allows the Minister to control access to the public switched telephone network from certain Justice telephone stations installed in the premises of designated Manitoba Justice locations.
Eventide	Refers to the present call logger and intercepts equipment presently in use at existing Manitoba Correctional Centres.
Inmate	Means a person incarcerated at an Institution.
Inmate Welfare Trust Fund	Means the trust fund established on behalf of Inmates to provide for items and services not otherwise provided.
Joint Venture	The legal entity that is an enterprise consisting of Aboriginal and general businesses may qualify as an Aboriginal business under the Aboriginal Procurement Initiative providing that the Aboriginal business has at least 51% percent ownership and control of the joint venture.
Justice Phone System	The current inmate phones system currently in use in the provincial correctional system. This includes the Eventide recording system along with the MTS phone system used by the inmates Note: The Eventide recording system is a standalone product used to intercept phone calls and is not part of the current inmate phone system.
Manitoba Justice	The sum of all correctional programs and other services that fall within the mandate of Manitoba Attorney General.
Manitoba Infrastructure and Transportation	The representatives of the Minister of Infrastructure and Transportation, responsible for the planning, design, construction, operation, maintenance and management of correctional facilities in the province.
Mandatory Requirements	The minimum elements that the Proponent Qualifications must contain in order to receive further consideration.

Manitoba	The Government of Manitoba as represented herein by the Minister of Jobs and the Economy.
Normal Business Hours	8:30 a.m. to 4:30 p.m. Mondays through Fridays excepting any other day on which Manitoba's offices are closed to the public.
Proposal	The response to this RFP including all attachments and presentation materials provided by the Proponent.
Partnership	The legal entity that is two or more individuals or businesses joining together to conduct business with Manitoba.
Prime Contractor	The legal entity that is awarded the contract. Government of Manitoba pays the Prime contractor. The Prime Contractor is responsible for paying subcontractors used to perform obligations of the contract.
Products	The tangible goods to be provided by the Successful Proponent and may include, without limitation, Hardware and/or Software and related Documentation.
Proponent	An individual, partnership, corporation or other person who submits a Proposal to Manitoba in response to this RFP.
Request for Proposal (RFP)	This document and all addenda that may be issued in respect of this document prior to the Closing Date.
Resource(s)	The employee(s) or individual(s) provided by the Proponent to perform the required Services.
Services	The Services to be provided by the Proponent.
Service Levels	The performance standards to be met by the Proponent in the course of performing or providing the Services.
Subcontractor	A company that has a contract with a Prime Contractor. A subcontractor does not have a direct contractual relationship with Manitoba.
Successful Proponent	The Proponent who is considered to have submitted the best Proposal in response to this RFP, based on the decisions of the Evaluation Committee and who Manitoba enters into an agreement with as a result of this RFP.
Superintendent	The Superintendent of each Centre or person(s) specifically designated by the Superintendent.
Third Party	A person, corporation, organization or entity other than Manitoba or the Successful Proponent.



Appendix B – Security Safeguards and Measures

This Appendix contains the requirements and obligations of the Successful Proponent to safeguard Manitoba's assets and Confidential Information.

For the purposes of this Schedule:

“Confidential Information” includes Personal Information, Personal Health Information, 3rd party proprietary information and any other information that Manitoba identifies as confidential.

“Representatives” includes the Successful Proponent's officers, employees, agents, business partners and subcontractors.

“Record” means a record of information in any form, and includes information that is written, photographed, recorded or stored in any manner, on any storage medium or by any means including by graphic, electronic or mechanical means, but does not include electronic software or any mechanism that produces records.

1.0 Technical Security

1.1 General System

The Successful Proponent's information and communications systems must include reasonable hardware, software and/or procedural security control measures designed to prevent the following:

- 1.1.1 Unauthorized access and systematic attempts to disrupt service;
- 1.1.2 Unauthorized changes to software and hardware components;
- 1.1.3 Propagation and execution of harmful code, including but not limited to computer viruses and worms; and,
- 1.1.4 Unauthorized access to and disclosure of confidential or sensitive Information.

1.2 Individual Workstation

The Successful Proponent's Representatives must have installed and operational the following security controls on their personal workstations:

- 1.2.1 Operating system and optional hard disk encryption password settings;
- 1.2.2 A password protected keyboard/screen lock that is automatically activated by a period of inactivity of no more than twenty (20) minutes;
- 1.2.3 Encryption software acceptable to Manitoba capable of encrypting confidential or sensitive Manitoba Information stored on the workstation;
- 1.2.4 Then current operating system and application security updates;



1.2.5 Anti virus and anti spy ware software that includes a minimum of daily signature updates; and,

1.2.6 A personal firewall if the workstation is directly connected to any Manitoba network, or to the Internet via DSL or Cable Model, or to any external wireless LAN.

1.3 Encryption of Confidential or Sensitive Information

The Successful Proponent's Representatives must encrypt all confidential or sensitive Manitoba information when:

1.3.1 Leaving the work area for the balance of the day;

1.3.2 The Confidential or sensitive Information is in transit; and/or,

1.3.3 The Confidential or sensitive Information is being sent electronically (including, but not limited to, Internet, email, FTP).

2.0 Physical Security

2.1 Offices and Work Areas

If the Successful Proponent or its Representatives have records of confidential or sensitive Manitoba information on the Successful Proponent's or the Representatives premises, access to the premises must be controlled during the day as well as the night. In addition:

2.1.1 Where local health and safety or real estate regulations allow, the individual in possession of the records must lock their office when they leave for the balance of the day.

2.1.2 Where the individual in possession of the records cannot lock their office, when leaving for the balance of the day they must:

- Activate the password protected keyboard/screen lock; and,
- Lock all records of confidential or sensitive Information that are being left on the premises in a secure desk, filing cabinet or room to which only authorized Representatives have access; and lock up their laptop in a similar manner or secure to a fixed object with a cable lock.

3.0 Disposal of Records of Confidential or Sensitive Information

3.1 All records of confidential or sensitive information must be disposed when required as described in Manitoba's policies on Confidential or sensitive Information and Personal Information.

3.2 All records of Confidential or sensitive information must be disposed of in a manner that makes it impossible to read or reconstruct the information.

3.3 Paper Records

All paper records of confidential or sensitive information must be shredded or otherwise destroyed in a manner acceptable to Manitoba. If the records are shredded, they must be cut in strips of one (1) centimetre wide or less, unless they are also cross-cut, re-shredded or mixed.

3.4 Electronic Records

All electronic records must be disposed in accordance with Manitoba's Electronic Media Disposal Standard.

4.0 Disaster Recovery and Records Backup

4.1 Disaster Planning and Recovery

The Successful Proponent must have disaster planning and recovery plans in place that have been tested for viability and documented to protect records against loss.

4.2 Data Backup

The Successful Proponent must backup electronic records on a regular schedule, keeping the backup copies in a separate off-site storage area, which meets security, environmental and fire prevention and suppression standards acceptable to Manitoba.

5.0 Successful Proponent Policies and Procedures

5.1 Written Policies and Procedures

The Successful Proponent must have written security policies and procedures acceptable to Manitoba.

5.2 Representatives Awareness

The Successful Proponent must make its Representatives aware of its written security policies and procedures and the Successful Proponent's obligations under this Schedule.

5.3 Breaches of Security

In addition to other requirements identified in this Schedule, the Successful Proponent's security policies and procedures must include provisions to:

5.3.1 Identify and record security breaches and attempted security breaches;

5.3.2 Take corrective action to address security breaches and attempted security breaches; and,



5.3.3 Notify Manitoba immediately, in writing, of any security breach or attempted security breach involving Manitoba's confidential or sensitive information and identify what steps are being taken to prevent a recurrence.

6.0 Inspections or Investigations by Manitoba

6.1 Right to Carry out Inspections or Investigations

Manitoba and its Representatives may carry out inspections or investigations of the Successful Proponent's and its Representatives security practices involving Manitoba's Confidential or sensitive Information as Manitoba considers necessary to ensure the adequate protection of the information.

6.2 Cooperation by the Successful Proponent

The Successful Proponent and its Representatives must cooperate in any inspection or investigation carried out by Manitoba and its Representatives and must permit access, at all reasonable times, to their premises and to records and information pertaining to their security practices or to this Schedule.



Attachment A – Letter of Introduction Sample

Date:

To: insert name and address of RFP contact

Dear Sir/Madam,

We make a proposal for the *[name of project]* for the Government of Manitoba. We assure you of our competence to complete the project to the highest professional standards.

To the best of our knowledge the information contained in our proposal submitted to you on this Request for Proposals is true and accurate in every respect.

In the event that any agreement should be entered into between our firm and Manitoba as a result of his process, we acknowledge that our response to the Request for Proposals may be included as an appendix to such an agreement. We further acknowledge that any material inaccuracy in our response to the Request for Proposals could be a basis for invalidating such an agreement.

We commit to accepting the conditions and provisions of the Request for Proposals identified in *Section 5 - Conditions and Instructions* and *Section 6 - Manitoba's Contractual Requirements*.

We commit that the prices quoted will be valid for a period of 120 days from the Closing Date of the Request for Proposals.

We acknowledge that you have absolute discretion in the selection of Proponents.

Signature: _____

Name: _____ in the capacity of _____
(Type name of Authorized Signatory) (Title)

for and on behalf of: _____
(Proponent's Company Name)

Date: _____

[Proponent's Corporate Seal]



Attachment B – Subcontracting/Business Partners

Product/Service	Business Name & Address	Contact & Telephone #	MAB (✓)	AB (✓)	SME (✓)	Estimated Portion of Total Proposal Value (%)

MAB – Manitoba Aboriginal Business

AB – Aboriginal Business

SME – Canadian Small and Medium Size Enterprise



Attachment C – Aboriginal Business/Subcontractor Form

RFP For:		RFP / Solicitation #:	
Bidder's Name: (Name of Bidder submitting Bid to Manitoba)			
Failure to submit Aboriginal Business / Subcontractor Form shall result in a score of "0" for Aboriginal Business Participation.			
Business Name	Prime or Subcontractor (P / S)	Description of Goods / Services to be Provided	Aboriginal % of Total Work for This Item
Total			_____ %



Attachment D – Aboriginal Business Certification Form

RFP For: _____ RFP / Solicitation #: _____

Bidders **must** complete and submit this form for any Aboriginal business (Prime Successful Proponent, Sub-Proponent) identified in the Bid. Previous registration in the Aboriginal Business Directory does not constitute Certification for the purposes of this RFP. **Failure to submit Certification shall result in a score of “0” for Aboriginal Business Participation.**

Certification is for (*check applicable box*): Prime Successful Proponent or Sub-Proponent

Name of Business: _____
Mailing Address of Business: _____
Street Address of Business: _____
City, Province: _____
Telephone / Fax: _____

Please check the applicable boxes below:

- | | | |
|--|----|--|
| <input type="checkbox"/> This is an Aboriginal business that is at least 51% Aboriginal owned and controlled which is a sole proprietorship, band, limited company, cooperative, partnership or not-for-profit | or | <input type="checkbox"/> This is a joint venture between two or more Aboriginal businesses or and a non-Aboriginal business and an Aboriginal business that is 51% Aboriginal owned and controlled |
| <input type="checkbox"/> This business has 6 or more full-time employees and at least $\frac{1}{3}$ of them are Aboriginal people | or | <input type="checkbox"/> This business has fewer than 6 full time employees |

Authorized representative:

Printed name

Signature

Date



Attachment E – Aboriginal Business Participation Record Form

RFP FOR:		RFP Solicitation #:	
PROPONENT NAME: <i>(Name of Proponent awarded the contract by Manitoba)</i>			
Aboriginal Proponent <i>(name)</i>	Description of Work	% of the Total Work for This Item	Value (\$)
Total		_____ %	\$ _____

 Authorized Representative Printed Name Signature

 Date



Attachment F – Request for Information Package

Attention: Blaire Foster
ICT Procurement Services
Email: ICTProcurement@gov.mb.ca
Phone: 204.945.1749
Fax: 204.948.3385

Company Name: _____

Mailing Address: _____

Contact Name & Title
Email: _____

Telephone: _____

Facsimile: _____

Manitoba requires that potential proponents of this RFP have significant experience with phone services and products for correctional environments – specifically for the incarcerated population. Proponents must provide three (3) references of similar customers that Manitoba may contact in order for verification.

Customer Name	Contact Name	Email Address and Phone Number
1)		
2)		
3)		

We intend to prepare a response to the RFP identified below and request that the Information Package be provided to our team. We are also sending signed Attachment G - Non-Disclosure Agreement with this Request.

**Request for Proposal ICTP-0008-14-JUS
Justice Phone System**

Date: _____

Signature: _____

Return signed Attachment F & Attachment G to ICT Procurement Services via scan/email to ICTProcurement@gov.mb.ca or to fax (204) 948-3385.

Attachment G – Non-Disclosure Agreement

**Request for Proposal ICTP-0008-14-JUS
Justice Phone System**

_____, 2015

THIS AGREEMENT (“Agreement”) is entered into and is effective as of _____ by and between The Government of Manitoba (“Manitoba”), and _____ (the “Recipient”) regarding Manitoba’s Request for Proposal for Justice Phone System as set out in RFP No. ICTP-0008-14-JUS issued on Thursday, February 5, 2015 (the “Procurement Process”).

NOW THEREFORE, in consideration of participation in the Procurement Process including the disclosure of Confidential Information (as defined below) to the Recipient, and the mutual promises and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, undertake and agree as follows:

1. Confidential Information

- (a) **Subject to section 1(b) below, the information disclosed or to be disclosed by Manitoba to the Recipient in connection with the Procurement Process, including but not limited to information learned by the Recipient from Manitoba’s employees, agents or through inspection of Manitoba’s data, records, agreements with third parties, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information disclosed to the Recipient by Manitoba, all notes, analyses and evaluations made by the Recipient, the terms and conditions of this Agreement, and the existence of the discussions between the Recipient and Manitoba will be considered and referred to collectively in this Agreement as “Confidential Information”.**
- (b) Confidential Information shall not include information that:
 - (i) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Recipient;
 - (ii) the Recipient can demonstrate, to the reasonable satisfaction of Manitoba, that the Recipient had such information rightfully in its possession prior to disclosure to the Recipient by Manitoba;
 - (iii) is independently developed by the Recipient without the use of any Confidential Information;
 - (iv) is rightfully obtained by the Recipient from a third party who has the right to transfer or disclose it; or
 - (v) the Recipient is required at law to disclose, provided that the Recipient provides Manitoba with sufficient notice of such requirement to seek a protective order.
- (c) In connection with the Procurement Process, Manitoba will disclose to the Recipient the following Confidential Information:

- Manitoba templates and sample deliverables:
 - Manitoba OCM Strategy Template
 - Manitoba OCM Toolkit Overview
 - Manitoba Sample Project
 - Manitoba Project Resource Estimate Template
 - Manitoba PM Methodology Guidebook
 - Manitoba ICT Technology Standards
 - ICT Security Policy
- Business Requirements (from Attachment H)
- Security Requirements (from Attachment I)
- Eventide Feature Product Sheet Specs

(d) Manitoba may wish to disclose additional confidential information to the Recipient during the Procurement Process. In such event, prior to such disclosure, the parties will sign a Schedule to this Agreement in the form attached, with respect to such additional confidential information.

2. Non-disclosure and Non-Use of Confidential Information

The Recipient agrees with Manitoba that it will treat the Confidential Information it receives under this Agreement as confidential to Manitoba and:

- (a) it shall use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, but in any event no less than a reasonable degree of care;
- (b) it shall not disclose the Confidential Information to anyone other than its employees who have a need to know and are under similar obligation to maintain the Confidential Information in confidence and its subcontractors who have signed a similar agreement with Manitoba;
- (c) it shall only use the Confidential Information for the purpose of responding to the Procurement Process with a view to providing services to Manitoba.

3. Inspection

Manitoba shall have the right, upon reasonable advance written notice, to inspect the facilities or equipment of the Recipient, to ensure compliance with the provisions of this Agreement.

4. No Warranty

The information disclosed by Manitoba under this Agreement is provided as is without any warranty, whether express or implied, as to its accuracy or completeness. Manitoba will not be liable for any damages arising out of the use of the information disclosed under this Agreement.

To the extent that copyright in the information disclosed under this Agreement exists, it is and shall remain the property of Manitoba or the applicable third party. Neither this Agreement nor the disclosure of information under it shall be construed as granting or conferring any right or license in the information or any trademark, copyright or patent now or subsequently owned or controlled by Manitoba or the applicable third party.

5. Freedom of Action

Nothing in this Agreement restricts the Recipient or its employees from using or disclosing ideas, concepts, know-how or techniques generally related to information technology that are



contained in the Confidential Information and are retained in the unaided memories of the Recipient's employees who have had access to the Confidential Information.

However, this does not give the Recipient the right to disclose or permit the disclosure of (i) the source of the Confidential Information; (ii) financial or personal information (including Personal Information as defined in *The Freedom of Information and Protection of Privacy Act* (Manitoba) and *The Personal Health and Information Act* (Manitoba), as they may be amended from time to time); or (iii) business plan information, data, documents or materials.

6. Return or Deletion of Documents

Within ten business days of receipt of Manitoba's written request:

- (a) the Recipient will return to Manitoba all documents, records and copies thereof containing Confidential Information. For the purposes of this section, the term "documents" includes all information held in any tangible medium of expression, in whatever form or format; and
- (b) the Recipient will delete or otherwise destroy, (in a manner that makes it impossible to read or reconstruct the Confidential Information), any and all records or copies of the Confidential Information, in all forms and mediums, and will provide Manitoba with a certificate declaring that all such records or copies have been deleted or destroyed.

7. Equitable Relief

The Contractor acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Manitoba or the applicable third party that may be difficult to ascertain. Accordingly, the Contractor agrees that Manitoba or the applicable third party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

8. General

No party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent, and any attempt to do so is void. Only a written agreement signed by each of the parties can modify this Agreement.

Any terms of this Agreement which by their nature extend beyond its termination shall remain in effect until fulfilled, and shall survive any termination of the Recipient's association with Manitoba regardless of the manner of such termination and whether or not the Recipient is the successful Recipient in connection with the Procurement Process.



Each of the parties consents to the application of the laws in Manitoba to govern, interpret, and enforce all of its rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized representatives with effect as of the date on which the last party to sign has signed this Agreement.

SIGNED IN THE PRESENCE OF:

The Government of Manitoba
(as represented by the Minister of Jobs and the Economy, or designates)

Witness

By:

Name: _____

Title: _____

Date: _____

Recipient (Company) Name

By:

Name: _____

Title: _____

Date: _____

Witness

Attachment H – Travel and Related Expenses

General Manual of Administration

Policy

Except where otherwise directed by Statute, Regulation or Order-in-Council, this policy applies to all employees and for all cases where travel expenses have been duly authorized.

The payment of expenses is to reimburse employees for actual expenses incurred on government business, within specified terms and conditions, and up to specified maximum amounts. An allowance may be provided in lieu of actual expenditures.

Travel must be arranged in such a way as to keep expenses to a minimum.

General

- Transportation should be arranged so that the minimum expense, where possible, is incurred and will generally be by the shortest direct route.

Air Travel

- All air travel on scheduled flights will normally be Economy Class.

Bus, Taxi, Rail Travel

- Local public transportation can and should be used where practical.
- For daytime rail travel, coach accommodation should normally be used.

Parking

- When in travel status, an employee may claim parking expenses as follows:
- Short term parking;
- Overnight parking when not provided with accommodation; and/or
- Parking at an airport or other terminal when the cost is more economical than bus or taxi charges to the terminal.

Meals

General

Meal expenses incurred within the headquarters area, especially lunch, are not normally reimbursable. The inability of an employee to return to his or her home or residence does not constitute grounds for a claim for the cost of a purchased meal.

Eligibility for Reimbursement

- ***Breakfast*** – An employee is expected to have had breakfast before the start of the day's work, even though some travel may be necessary before the recognized starting time. Exceptions

occur to this pattern and cost of breakfast may be claimed when; • the employee is in travel status; or

- The employee has been travelling for more than an hour on government business before the recognized time for the start of the day's work.

- **Lunch** – An employee is expected to make arrangements to provide or purchase lunch, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, lunch is carried to work rather than purchased. Exceptions to this pattern, when the cost of lunch may be claimed, occur when: • the employee is in travel status; or

- The employee is away from the employee's normal place of work and outside the headquarters area which would cause the employee to disrupt the employee's normal mid-day or mid-shift meal arrangements.

- **Dinner** – An employee may only claim for the cost of a dinner meal when: • the employee is in travel status; or

- The employee has been travelling on government business and would not be expected to arrive back at his or her residence before 7:30 p.m. if a meal break were not taken.

Reimbursement of Costs

Travel within the Province

- An employee who is eligible may claim only the actual cost of his or her own purchased meals up to the maximum applicable amounts as specified in Section 2.1.1 - "Rates and Allowances - Meals and Incidentals".

For each full day in 'travel status' an eligible employee may claim a 'Per Diem Allowance' in lieu of individual meal claims to cover the cost of purchased meals, as specified in Section 2.1.1 - "Rates and Allowances - Meals and Incidentals".

- Where no overnight accommodation is involved, only the appropriate individual meal expense may be claimed.

- Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the applicable maximum rates may be claimed if supported by receipts.

Accommodation

General

- An employee will be reimbursed for necessary accommodation expenses incurred when travelling on government business. Claims may not exceed actual costs.

Commercial Accommodation

- Employees travelling on government business are entitled to standard hotel room accommodation.



Hotel Selection

• The Hotel Accommodation program is administered by the Procurement Services Branch of Manitoba Infrastructure and Transportation. Procedures and Guidelines and other assistance with using the program can be found at:

<http://www.gs.internal/psb/welcome.html>

Miscellaneous Expenses during Travel

Allowable expenses are as follows:

• Incidentals Allowance

For each night in travel status, an incidentals allowance will be paid to an employee to cover reimbursement for snacks, gratuities, personal local telephone calls, local personal travel and other miscellaneous expenses, with no requirement for receipts.

• Baggage

Where an employee travelling by air is required to take bulky items or additional baggage containing official documents etc., any excess baggage charges supported by receipts may

Telecommunications

Telecommunication charges necessary for business purposes may only be claimed when they are supported by a listing of the person contacted and the city or town involved. Charges for personal telephone calls must not be included on an expense claim, except for employees who have been in travel status for three consecutive nights. They may claim one three minute long distance telephone call to the area of the employee's residence for each such period, or the total cost of more than one call not exceeding \$4.78. be claimed.

Examples of non-allowable expenses are:

• Gratuities

No gratuities may be claimed for in-province meals, since allowance is made for them in either the individual meal allowances or the per diem allowances. They may be claimed as part of the claim for the actual cost of meals during travel outside the province, if supported by receipts.

Rates

MEAL EXPENSES - TRAVEL WITHIN THE PROVINCE

Individual Meals

(a) In areas covered by remoteness allowance:

Breakfast	Lunch	Supper	Per Diem
\$8.35	\$10.35	\$17.90	\$36.60



(b) In all other areas:

Breakfast	Lunch	Supper	Per Diem
\$7.85	\$9.85	\$16.70	\$34.40

For each full day in travel status an eligible employee may claim the Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals.

Where no overnight accommodation is involved only the appropriate individual expenses under may be claimed.

PRIVATELY OWNED VEHICLES

South of 53 degrees - .43 cents/km

North of 53 degrees - .47 cents/km