



GOVERNMENT OF MANITOBA

**REQUEST FOR PROPOSALS FOR
Review of Early Learning and Child Care Program Funding Model and
Recommend Changes**

RFP #: 07Q100619ELC

Issued By: Manitoba Finance

Issue Date: June 10, 2019

Submission Deadline:
by no later than
July 3, 2019
12:00.00 Noon (Central Daylight Time)

Submission Address:
Manitoba Finance Central Services
Procurement Services Branch
2nd floor - 270 Osborne St. North
Winnipeg, MB R3C 1V7

-OR-

bids@gov.mb.ca

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PART 1 – INSTRUCTIONS TO PROPONENTS

– READ EACH PART OF THIS DOCUMENT CAREFULLY –

Part 1 Instructions to Proponents

1.0 Services Required

The Manitoba government, as represented by the Minister of Finance, requests Proposals from qualified Proponents meeting the requirements contained in this Request for Proposals (RFP) to:

Complete a review of the Early Learning and Child Care Program Funding model, make recommendations for changes to modernize the system to achieve value for money through an outcomes based approach, and develop a change management and implementation plan for the recommended changes.

See Part 2 “Description of Services Required” for a full description of the services sought.

2.0 Sustainability

Manitoba recognizes that the purchasing decisions made by its employees can have an impact on the sustainability of the province's communities and environment. Accordingly, this means that purchases are to be based on:

- careful consideration of the impact of the goods, materials or services on the environment, economy, and human health and well-being;
- consideration of market factors, such as specifications, quality, delivery date, and price of the good, material or service; and
- preference being given to the purchase of environmentally preferable goods and materials whenever they perform satisfactorily and are available at a reasonable price.

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For additional information please refer to *The Sustainable Development Act*, C.C.S.M. c. S270 (<http://web2.gov.mb.ca/laws/statutes/ccsm/s270e.php>) and Manitoba's Sustainable Development Procurement Guidelines (http://www.gov.mb.ca/finance/psb/sustainable_development_procurement_guidelines.pdf).

3.0 Indigenous Procurement Initiative (IPI): Desired Indigenous Business Participation

Manitoba is committed to community economic development as a key component of its economic strategy. It intends 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 Indigenous businesses. The objective of the IPI is to increase the participation of Indigenous business in providing goods and services to Manitoba.

Part of the IPI is the establishment of an Indigenous Business Directory which can be a valuable networking tool. This directory is a list of Canadian Indigenous Businesses (including non-profit organizations and economic development corporations) that have self declared as an Indigenous Business.

For more information about the Indigenous Business Directory and the Indigenous Procurement Initiative go to:

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

3.1 This RFP

For this procurement the participation of Manitoba Indigenous Businesses or Canadian Indigenous Businesses is desired. Points will be awarded to Proponents offering Canadian Indigenous Businesses as the service provider or as one of the service providers by way of subcontract. Additional points will be awarded if the Canadian Indigenous Business is a Manitoba Indigenous Business.

Manitoba will monitor the level of Indigenous Business participation (if any) throughout the term of the Agreement to determine if the level of participation promised by a Consultant is delivered and the Consultant will be required to confirm the level of Indigenous Business participation throughout the term of the Agreement.

4.0 Definitions

In this RFP:

"Agreement" means the formal written agreement to provide the Services to be negotiated and signed by Manitoba and the successful Proponent (if any), substantially in the form set out in Part 4 of this RFP.

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“Canadian Indigenous Business” means:

- a) a business
 - (i) that is at least 51% owned and controlled by one or more Indigenous persons of Canada; and
 - (ii) if it has six or more full-time employees, at least one-third of whose full time employees **must** be Indigenous persons of Canada

where “business” includes a band, as defined by the Indian Act, a sole proprietorship, a corporation, a cooperative, and a partnership;

or

- b) a not for profit organization whose by-laws require that at least 51% of its board members be Indigenous persons of Canada.

"Consultant" means the Proponent who enters into the Agreement with Manitoba to provide the Services that are contemplated in this RFP.

“Indigenous Business” means Canadian Indigenous Business or Manitoba Indigenous Business or both, whichever is applicable given the context.

“Indigenous person of Canada” means

- a) a person of First Nation ancestry, including treaty, status or registered Indian, non-status or non-registered Indian, and a Métis person, or
- b) a person of Inuit ancestry,

who is a Canadian citizen and resides in Canada.

“Indigenous person of Manitoba” means

- a) a person of First Nation ancestry, including treaty, status or registered Indian, non-status or non-registered Indian, and a Métis person, or
- b) a person of Inuit ancestry,

who is a Canadian citizen and resides in Manitoba.

“Manitoba” means The Government of Manitoba, as represented by the Minister of Finance.

“Manitoba Indigenous Business” means:

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- a) a business:
 - (i) that is at least 51% owned and controlled by one or more Indigenous persons of Manitoba; and
 - (ii) if it has six or more full-time employees, at least one-third of whose full time employees **must** be Indigenous persons of Manitoba

where “business” includes a band, as defined by the Indian Act, a sole proprietorship, a corporation, a cooperative, or a partnership;

or

- b) a not for profit organization whose by-laws require that at least 51% of its board members be Indigenous persons of Manitoba.

"Proponent" means the entity or person that makes a Proposal.

"Proposal" means the response to this RFP made by a Proponent.

"RFP" means this Request for Proposals in respect of the Services which includes all addenda that may be issued in respect of the RFP prior to the Submission Deadline.

"Services" means the work and tasks required by Manitoba to be performed which may include the provision of the goods, materials and equipment required to perform the work and tasks, and any deliverables arising from the work and tasks performed, all as more particularly described in Part 2.

"Submission Address" means the location or email address set out on the title page of this RFP.

"Submission Deadline" means the date and time set out on the title page of this RFP or any amendment to that date and time made by Manitoba by way of addendum prior to that date and time.

5.0 **Timetable**

5.1 Unless amended by addendum to this RFP prior to that date:

- a) the deadline for inquiries about this RFP is as set out in Part 1, section 9.1 of this RFP; and
- b) the Submission Deadline is as set out on the title page to this RFP.

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5.2 The following dates are targets only and are subject to change at the sole discretion of Manitoba:

- a) complete evaluation of Proposals: July 12, 2019;
- b) sign Agreement: August 2, 2019 (three weeks after evaluation);
- c) start providing Services: August 12, 2019 (one week after signed agreement)

6.0 **Proposal Format**

Proponents are advised to carefully review the evaluation criteria (see Part 1, section 14.0 of this RFP) and mandatory requirements prior to preparing their Proposals in response to this RFP.

6.1 A Proponent should ensure that information provided in its Proposal is stated clearly and concisely. Simplicity and clarity of responses are important. Proponents should avoid including extraneous or irrelevant information.

6.2 The Proposal must consist of two (2) separate sealed envelopes (or, if submitted by email, two separate PDF files), which should be clearly labelled as ENVELOPE 1 – TECHNICAL SUBMISSION (see section 7.0 below) and ENVELOPE 2 – PRICING INFORMATION (see section 8.0 below).

6.3 The Proposal content should be organized in the same sequence as the documents and information set out in sections 7.0 and 8.0 below.

7.0 **Proposal Content: ENVELOPE 1 – TECHNICAL SUBMISSION**

If prices are included in this part of the Proposal, the Proponent will be disqualified and receive no further consideration.

7.1 **Submission Form (*complete Form “A”*)**

The Submission Form provided in Part 3 of this RFP (Form “A”), must be fully completed and signed by a representative of the Proponent with the authority to bind the Proponent. The form may be put on a Proponent’s letterhead and a different font may be used but must not otherwise be modified.

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7.2 **Table of Contents**

This should provide a list of the main Proposal content and where it is found in the Proposal and include appropriate cross-references to attachments or appendices as required.

7.3 **Proponent and Project Team Information**

a) **Profile**

The Proposal should include:

(i) a description of the Proponent's business including information about:

- how the Proponent is organized to carry on business
- its location(s) and any service centres that will provide the Services
- its sustainable development policies and practices including ISO 14001 certification

(ii) details of any subcontracting or joint venture arrangements proposed by the Proponent.

(iii) information about the Proponents experience in providing services comparable to those requested in this RFP within the last three (3) to five (5) years. This should include:

- comparable contract and financial management projects involving organization assessments and strategic reviews in the public sector, and
- management consulting services to large and complex organizations.

(iv) two (2) project profiles, case studies or examples of similar work for public sector clients. The project profiles or case studies must demonstrate relevant project experience as well as proficiency and adherence to international best practice. Projects must also have been completed within the past five (5) years. References for each project profile should be provided.

(v) a paragraph detailing how the Proponent maintains awareness of international best practice as well as how the Proponent keeps current on standards and benchmarks in the area of effective

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restricting of public sector administrative resources and the related domains of knowledge and areas of practice.

(vi) in addition to the information provided in the Corporate Profile, the Proponent should provide a summary of the resources (including staff, external consultants, equipment and office/meeting space) that it would expect Manitoba to make available to assist the Proponent in relation to the work on the projects(s).

b) Project Team

The Proposal should identify specific key personnel that the Proponent intends to dedicate to the provision of Services and include information about each person's experience and proposed role. This information may include:

- (i) a 1-2 page resume for each proposed team member clearly indicating the related work experience, training and education the person has in a relevant area of expertise. This should include information about the experience of each proposed team member that pre-dates the individual's relationship with the Proponent; specifically highlighting experience within the past 3-5 years involving:
 - comparable contract and financial management projects involving organization assessments and strategic reviews in the public sector, and
 - management consulting services to large and complex organizations.
- (ii) identifying the reporting relationship among the proposed team members identified, the specific task assignment of each, and the approximate work load distribution (percentage per team member) among all of the team members to complete the project.

The Proposal should specifically identify the Project Manager who will be assigned to the project and include information about their experience on projects that are comparable in size, scope and nature as the Services contained in the RFP.

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c) Status in relation to Manitoba (**complete Form “B”**)

The Proponent must provide a completed and signed Status in relation to Manitoba form (using the form provided in Part 3 - Form “B”).

This form includes a statement about real, potential or perceived conflicts of interest of any entity that will provide the Services including all proposed subcontractors of the Proponent. If a Proponent is in doubt as to whether individuals or circumstances give rise to a conflict of interest, the Proponent should consult the person identified in Part 1, section 9.1 of this RFP prior to submitting a Proposal.

7.4 Description of how Proponent will provide Services

The Proposal should include a description of how the Proponent intends to provide the Services.

a) Project Plan including Methodology and Project Management

Proponents should provide a rationale and description of their proposed approach and methodology for each component of the project.

The Proposal should include a high-level overview of the proposed work plan and must include the stages and order of activities anticipated to be followed and approximate timeframes for these stages. References to any similar approach followed in other engagements with public sector clients are of particular interest.

The project plan must include a final report with recommendations.

b) Timeline

Proponents should include a detailed timeline or Gantt chart complete with the resource allocation for team members and number of hours or days included, and demonstrating the Proponent’s capacity to carry out the expected activities within the timeframe outlined in Part 2 Section 7.0.

c) Risk Assessment and Mitigation Plan

The Proposals should include a detailed assessment of the potential risks, mitigation plan and contingency plan for ensuring the Services are delivered in accordance with the timeline.

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This assessment should include processes for managing, project scope / change, scheduling, quality and communication.

7.5 **References**

The Proponent must list at least three (3) references, preferably from parties for whom services comparable in scope, nature and complexity to the Services were provided within the last five (5) years. For each reference the following information should be provided:

- description of the project
- name of the entity for whom the project was done
- name of primary contact
- telephone number for primary contact and entity
- e-mail address for primary contact

In addition to contacting the references for the purpose of checking the Proponent's record of past performance (see Part 1, section 14.4 of this RFP), Manitoba, at its discretion, reserves the right to check the Proponent's record of past performance with any other sources identified by Manitoba without prior notice to the Proponent. If the references provide information that overall discloses a material discrepancy between what the Proponent has indicated and what the references indicate, Manitoba may disqualify the Proponent and check the references of the next ranked Proponent.

Please note: When delivering the Services the Consultant is required to have the insurance coverage as set out in the Agreement (see Part 4, section 12.00 of this RFP) and Worker's Compensation coverage (see Part 4, section 13.00 of this RFP). Proof of insurance and WCB will be required before an Agreement is signed.

8.0 **Proposal Content: ENVELOPE 2 – PRICING INFORMATION**

8.1 **Cost/Price (complete Form "C")**

The Proponent must provide a completed Cost Proposal form (using the form provided in Part 3 of this RFP [Form "C"]). The form may be put on a Proponent's letterhead, a different font may be used and rows may be added but it must not otherwise be modified. If a Proponent has any questions about what changes can be made to the form the Proponent should consult the person identified in Part 1, section 9.1 of this RFP.

- a) The Proponent must provide a total price quotation. The statement of total price (fees and expenses) must clearly indicate the entire amount payable to the Proponent for providing the Services. The total price must include all wages, benefits, employer remittances,

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taxes and all other amounts payable by the Proponent to its personnel and all administrative and support service costs (including travel costs, if any), equipment, supplies, overhead and other incidental costs involved in providing the Services.

- b) The Proponent should also include a cost breakdown based on their work plan. This should include allocation of hours, the project team member assigned and the applicable hourly rate for the team member.
- c) Prices must be quoted in Canadian dollars and must not change for the duration of the Agreement.
- d) Manitoba certifies that the Services are being purchased by the Government of Manitoba with Crown funds and are therefore not subject to the federal goods and services tax (the “GST”). GST must not be included in the price quoted.
- e) Any applicable taxes must be indicated separately.
- f) Proponents are advised to present their best offer, not a starting point for negotiations, in their Proposal submission.

8.2 **List of Businesses to Provide Services (complete Form “D”)**

If **no** Indigenous Business will provide the Services, do not complete or submit Form “D”

If Services will be provided by a Canadian Indigenous Business or a Manitoba Indigenous Business the Proponent should provide a list of all of the entities that will provide the Services, including the Proponent and any proposed subcontractors of the Proponent using the form provided in Part 3 (Form “D”). The list must also include the estimated value of the work to be performed by each entity.

8.3 **Indigenous Business Certification (complete form “E”)**

If **no** Indigenous Business will provide the Services, do not complete or submit Form “E”.

If Services will be provided by a Canadian Indigenous Business or Manitoba Indigenous Business, the Proponent should provide a completed and signed Indigenous Business Certification Form (using the form provided in Part 3 [Form “E”]) for each Indigenous Business that will provide the

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Services including all proposed subcontractors of the Proponent but not for an Indigenous Business that is a band, as defined by the Indian Act.

9.0 Inquiries

- 9.1 All inquiries related to this RFP must be directed, in writing, on or before the 7th calendar day before the Submission Deadline to:

Jim Fraser
Manitoba Finance / Central Services
Procurement Services Branch
2nd floor - 270 Osborne Street North, Winnipeg, MB
Fax No: (204) 945-1455
E-mail: jim.fraser@gov.mb.ca

- 9.2 Inquires should be received no later than seven (7) calendar days before Submission Deadline. If an inquiry is received later than that inquiry deadline date, Manitoba may respond but is not obligated to provide a response.
- 9.3 If a Proponent has sent an inquiry and has not received any acknowledgement, the Proponent should follow up with Manitoba. In any event, Manitoba is not responsible if a Proponent's inquiry does not reach Manitoba by the requisite date shown above.
- 9.4 Only information provided in writing by the Manitoba contact above will be binding on Manitoba. Information provided verbally will not be binding on Manitoba.
- 9.5 If Manitoba, in its sole discretion, determines that an inquiry will be of interest to all Proponents, it will be communicated in writing to all Proponents. The source of the inquiry will be kept confidential.

10.0 Submission Methods and Deadline

- 10.1 Proposals must be received at the Submission Address no later than the Submission Deadline. It is solely the Proponent's responsibility to ensure that the Proposal is received by Manitoba at the Submission Address prior to the Submission Deadline.
- 10.2 Proposals received after the Submission Deadline:
- a) will not be opened or considered for evaluation; and
 - b) will be returned to the Proponent only at the request and expense of the Proponent.

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10.3 Manitoba may extend the Submission Deadline by issuing an addendum at any time before the Submission Deadline or before the date and time previously specified in any addendum extending the Submission Deadline.

10.4 Proposals may be submitted by mail, delivery or email. Facsimile transmissions (fax) are not permitted and will not be considered.

10.5 SUBMISSION BY MAIL OR DELIVERY

- a) Proposals submitted by mail or delivery must contain one (1) original of a Proponent's fully completed Proposal (in two parts: Envelope 1 and Envelope 2).
- b) Proposals should also contain one (1) electronic copy of that original in PDF format (on a USB memory stick/storage device) with the original (one PDF document for the contents of Envelope 1 and a separate PDF document for the contents of Envelope 2 but both can be stored on one USB memory stick/storage device). If there is a discrepancy between the paper and electronic copies of the Proposal the paper copy will prevail.
- c) Proposals should be submitted in a sealed envelope (which will contain Envelope 1 and Envelope 2) and sent by mail or delivered personally, or by courier to the Submission Address. The following should also be included on the outside of each envelope:

RFP for Review of Early Learning and Child Care Funding Model and Recommend Changes

RFP # 07Q100619ELC

Submission Deadline: _____

along with the Proponent's name, address and contact information.

10.6 SUBMISSION BY EMAIL

- a) Proposals submitted by email must be submitted in PDF format, with the required signatures in the PDF attachment(s). There must be one PDF document for the contents of Envelope 1 and a separate PDF document for the contents of Envelope 2.
- b) The subject line of the email and any attachments should be clearly marked with the RFP number and the Proponent's name.
- c) Emails approaching 40 Megabytes in size may be rejected by Manitoba's email system. Upon submitting a Proposal by email, Proponents will receive a reply email confirming that Manitoba has

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received the Proposal. Proponents not receiving a reply email should contact Procurement Services Branch at 204-945-6361.

- d) While Manitoba may allow for email submissions, the Proponent acknowledges that email submissions are inherently unreliable. The Proponent bears all risk associated with submitting its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and Manitoba's email system.
- e) Proponents who submit their Proposal by email must be prepared to submit, within three (3) business days of a request by Manitoba, an original hard copy of their Proposal at a location specified by Manitoba in writing. Proposals determined by Manitoba to have been received later than this deadline will not be accepted.

11.0 Amendment of Proposal

- 11.1 Proponents may amend Proposals submitted prior to the Submission Deadline 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.
- 11.2 All amendments to a submitted Proposal must be in writing submitted to the Submission Address. All such amendments must be signed by the Proponent or a representative of the Proponent who has the authority to bind the Proponent.
- 11.3 Any amendment received after the Submission Deadline will not be accepted. It is solely the Proponent's responsibility to ensure that any amendment is received at the designated location prior to the Submission Deadline.

12.0 Withdrawal of Proposal

- 12.1 A Proponent may withdraw a submitted Proposal at any time throughout the RFP process prior to the execution of the Agreement.
- 12.2 To withdraw a Proposal, a written notice of withdrawal must be sent to the Submission Address and must be signed by an authorized representative of the Proponent.
- 12.3 Manitoba is under no obligation to return withdrawn Proposals.

13.0 Evaluation Committee

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- 13.1 The evaluation committee will be comprised of representatives of Manitoba Finance the Department of Families.
- 13.2 By submitting a Proposal, the Proponent understands that all decisions on the degree to which a Proposal meets the evaluation criteria are solely within the purview and judgment of the evaluation committee. The decision of the evaluation committee is final.

14.0 Evaluation Process and Criteria

14.1 Step 1: Opening of Proposals

Proposals received by the Submission Deadline will be opened.

Proposals received after the Submission Deadline will not be opened or considered for evaluation.

14.2 Step 2: Assessment of Mandatory Submission Requirements

Opened Proposals will be assessed to determine which fulfil the mandatory submission requirements. If a proposal fails to satisfy the mandatory submission requirements it will be excluded from further consideration. The mandatory submission requirements are as follows:

MANDATORY SUBMISSION REQUIREMENTS	PASS/ FAIL
• Completed and Signed Submission Form (Form "A")	
• Completed Status in Relation to Manitoba Form (Form "B")	
• At least three (3) references	
• Completed Cost Proposal Form (Form "C")	
• No pricing information in technical submission	

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14.3 Step 3: Evaluation of Proposals and Ranking of Proponents

Each Proposal that fulfils the mandatory submission requirements will be evaluated in accordance with the criteria and points allocated to each criterion as follows:

PROPOSAL EVALUATION CRITERIA	Weight (A)	ASSESSMENT OF PROPONENT'S SUBMISSION		
		Comments	Rating (B) (1-5)	Score (C = A x B)
Work Plan and Methodology <ul style="list-style-type: none"> • Understanding of Project Goals and Objectives • Coverage of Proposal Submission Requirements • Suitability of Methodology / Work Plan • Reasonableness of Level of Effort 	40			
Team Composition <ul style="list-style-type: none"> • Identify Project Manager and other team members • Technical Skills • Experience 	40			
Project Management <ul style="list-style-type: none"> • Project Scope / Change Management • Schedule Management • Quality Management • Communication Management 	10			
Manitoba Indigenous Business	5			
Canada Indigenous Business	5			
TOTAL SCORE				

Proposals **must receive a minimum score of 60%** of the available points in each of the above areas in order to proceed in the evaluation. Proposals that do not attain the minimum score will not proceed in the evaluation process and will be disqualified.

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Indigenous Business participation will be evaluated using the method set out in Appendix “A”, item 2.0. The overall evaluation method will be a price per point method, as set out in Appendix “A”, item 3.0.

Proposals will be ranked in order of lowest to highest price per point. The lowest price per point will be the top-ranked Proposal.

14.4 **Step 4: Assessing Status in Relation to Manitoba and Past Performance**

A Proponent’s status in relation to Manitoba and record of past performance will be a factor in Manitoba’s determination of the Proponent’s qualifications to provide the Services. The status in relation to Manitoba and record of past performance of the top ranked Proponent will be assessed.

Status in Relation to Manitoba (Form “B”)

If money is owed to Manitoba by a Proponent or proposed subcontractor or if Manitoba, in its sole discretion, determines that a conflict of interest or perceived conflict of interest or a dispute or pending dispute is of such a nature that, it would be inadvisable for Manitoba to enter into an agreement with the Proponent, Manitoba may disqualify a Proponent.

If a Proponent is disqualified on the basis of its status in relation to Manitoba, Manitoba may proceed to assess the status in relation to Manitoba of the next-best-ranked Proponent. If the top ranked Proponent passes this review, past performance will be assessed.

Past Performance

Manitoba may contact the first three references provided by the top-ranked Proponent and may consult staff of a department, branch or division of the Government of Manitoba; a Manitoba Crown corporation or agency; or an academic institution, health authority or other entity providing education, health or social services funded by Manitoba; who have had dealings with the Proponent or the Proponent’s subcontractors.

Manitoba may determine, in its sole and absolute discretion, that a Proponent’s record of past performance is unsatisfactory based on any of the following factors:

- a) a Proponent or an entity the Proponent proposes to provide the Services is debarred from participating in the public procurement process of any of the following:
 - (i) a department, branch or division of Manitoba,

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- (ii) a Manitoba Crown Corporation or agency, or
 - (iii) an academic institution, health authority or other entity providing education, health or social services funded by Manitoba;
- b) a Proponent's performance of a project or agreement for which a reference was checked by Manitoba was unacceptable, deficient, improper, incomplete, or late according to such reference;
- c) a Proponent or an entity the Proponent proposes to provide the Services is a party to a legal proceeding that discloses or concerns improper, incomplete or negligent implementation of a project or part of a project or failure to comply with a term or condition of the agreement governing the project, and such legal proceeding has been initiated by any of the following:
 - (i) a department, branch or division of Manitoba,
 - (ii) a Manitoba Crown corporation or agency, or
 - (iii) an academic institution, health authority or other entity providing education, health or social services funded by Manitoba;
- d) a Proponent or an entity the Proponent proposes to provide the Services has initiated a legal proceeding against any entity listed in clauses (c)(i), (c)(ii) or (c)(iii) above, and Manitoba is of the opinion that its existence is likely to adversely affect working relationships on the project or under the Agreement.

If Manitoba determines that a Proponent's record of past performance is unsatisfactory, Manitoba may in its absolute discretion, disqualify the Proponent and reject its Proposal.

If a Proponent is disqualified on the basis of past performance, Manitoba may proceed to assess the past performance of the next-best-ranked Proponent.

15.0 Negotiation of Agreement

- 15.1 Manitoba may invite the top-ranked Proponent, as determined through the evaluation process, to enter into negotiations to finalize the Agreement.
- 15.2 The terms and conditions found in the Form of Agreement set out in Part 4 of this RFP are to form the basis for commencing negotiations between Manitoba and the Proponent.

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- 15.3 Negotiations may include requests by Manitoba for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by Manitoba for improved pricing or performance terms from the Proponent.
- 15.4 Manitoba intends to conclude negotiations with the top-ranked Proponent within a period of fourteen (14) days commencing from the issuance of the invitation to enter negotiations. If the parties cannot conclude negotiations and finalize the Agreement within that time period, Manitoba may discontinue negotiations with the top-ranked Proponent and invite the next-best-ranked Proponent to enter into negotiations. This process shall continue until:
- a) an Agreement is successfully negotiated and finalized;
 - b) there are no more eligible Proponents remaining; or
 - c) Manitoba elects to cancel the RFP process.
- 15.5 If Manitoba and a Proponent successfully negotiate the Agreement, Manitoba will prepare the finalized Agreement for signing by both parties.
- 15.6 There will be no legally binding relationship created with any Proponent prior to the signing of the Agreement, and the performance of the Services will not commence until the Agreement is fully signed by both the Proponent and Manitoba.

16.0 Notification to Proponents

- 16.1 A Proponent that is disqualified during the evaluation process will be notified of the disqualification.
- 16.2 Manitoba will notify all Proponents of the outcome of the RFP process, after the Agreement is signed.
- 16.3 If Manitoba decides not to enter into an Agreement with any Proponent, all Proponents will be given written notice of decision.

17.0 Terms and Conditions of RFP Process

17.1 Proposal Ownership and Confidentiality

Proposals, once submitted, become the property of Manitoba. All Proposals will be kept in confidence by Manitoba subject to such disclosure as may be required for internal approvals and process or under the provisions of *The*

PART 1 – INSTRUCTIONS TO PROPONENTS

Freedom of Information and Protection of Privacy Act or The Personal Health Information Act or other law, or to satisfy a court order.

17.2 **Conflict of Interest**

Manitoba may reject any Proposal if Manitoba, in its sole discretion, determines that an actual or potential conflict of interest exists.

17.3 **Amendment of RFP**

Manitoba may amend or clarify this RFP by one or more addenda issued before the Submission Deadline. Manitoba will not issue an addenda later than 48 hours before the Submission Deadline except for an addenda which extends the Submission Deadline.

17.4 **Cost of Proposals**

Proponents are responsible for all costs incurred by them in preparing, and submitting Proposals.

17.5 **No Contract A and No Claims**

This RFP process is not intended to create and shall not create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a) this RFP shall not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- b) neither the Proponent nor Manitoba shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the outcome of the RFP process, including any decision by Manitoba to enter into an Agreement with a Proponent, any decision by Manitoba not to enter into an Agreement with a Proponent or a decision by a Proponent to withdraw its Proposal.

17.6 **No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and Manitoba by this RFP process until the successful negotiation and signing of a written Agreement for the acquisition of the Services.

PART 1 – INSTRUCTIONS TO PROPONENTS

17.7 **Non-binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the signing of a written Agreement, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of Manitoba to enter into an Agreement for the Services.

17.8 **Cancellation of RFP**

Manitoba may cancel this RFP at any time, with no liability whatsoever to any Proponent.

17.9 **Interpretation and Governing Law**

These Terms and Conditions of the RFP Process (section 17.0):

- a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- c) are to be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada as applicable.

PART 2 – DESCRIPTION OF SERVICES REQUIRED

APPENDIX “A” – Evaluation Methods for Indigenous Business Participation and Price Per Point

The following is provided for information only:

1.0 Price Calculation

For the purposes of this evaluation, the total dollar value of each Proposal will be calculated, based on the information provided on Form “C” of the Proposal. Price is evaluated on pre-tax value.

2.0 Indigenous Business Participation

Indigenous Business participation scores are not subjective evaluations, but are determined based on the value of the portion of the Services that will be delivered by an Indigenous Business(es) based on the information provided on Form “E” of the Proposal.

- 2.1 Canadian Indigenous Business participation scores will be calculated as follows:

$$\frac{\text{Total \$ Value of all Indigenous Business participation}}{\text{Total \$ Value of Proposal}} \times 5 = \text{Score (out of 5)}$$

- 2.2 Manitoba Indigenous Business participation scores will be calculated as follows:

$$\frac{\text{\$ Value of Manitoba Indigenous Business participation}}{\text{Total \$ Value of Proposal}} \times 5 = \text{Score (out of 5)}$$

3.0 Price Per Point Calculation

- 3.1 Each Proponent’s calculated scores for Indigenous Business participation are added to their technical score for a total point score (where a Proponent has no Indigenous Business participation, they receive a score of 0 plus their technical score).
- 3.2 Price-per point will be calculated as follows:

$$\frac{\text{Total \$ Value of Proposal}}{\text{Total Point Score}} = \text{\$ Price per Point}$$

The Proposal with the lowest price per point will be the top ranked Proponent

Part 2 Description of Services Required

1.0 Background

Over the past two years, the Manitoba government has made significant headway in modernizing the public service through:

- A reorganization and reduction in the number of government departments to bring together programs and services with a common purpose and/or clients.
- Streamlining senior management levels within core government to provide for a more responsive and increasingly effective administration structure focused on outcomes and results.
- Launching the strategy for action – Transforming the Manitoba Public Service.

To further build upon this progress, Manitoba requires the services of a Consultant to conduct a review of the Early Learning and Childcare (ELCC) Program in the Department of Families (FAM) and provide strategic analysis and recommendations to modernize the funding model according to an outcomes based approach.

The ELCC Program distributes \$177.5M of funding to the child care sector including:

- \$112.7M in operating grants for child care centres, home based day cares and nursery schools
- \$26.9M in parent fee subsidies (income tested)
- \$18.2M for the inclusion support program
- \$19.7M in pension reimbursements, capital grants, staffing replacements and other

This funding has traditionally been provided on a per capita basis.

The goals of this project are to:

- Provide an assessment of the existing funding model and its effectiveness in meeting program outcomes

PART 2 – DESCRIPTION OF SERVICES REQUIRED

- Modernize the approach to ELCC funding with a shift toward procuring services that meet specified program outcomes, including the identification of outcomes and a method to track and report on these
- Design an ELCC program funding model that is equitable across the system, streamlined to reduce administrative burden for providers and clients (reduce red tape) and “nimble”; i.e. oriented towards proactively addressing changes in child care demand through the realignment of resources as required and over time
- Identify methods to monitor and assess spending at both the micro and macro levels, including methods to recognize trends in overall spending and the relationship between spending trends and intended outcomes

In addition to the Scope of Work addressed by this RFP, Manitoba has various ongoing projects on financial and administration consolidation and procurement modernization. The result and recommendations of this assignment will have to align with those initiatives.

2.0 Scope of Work

2.1 The Consultant will provide management consultant services to coordinate and conduct a review of the ELCC program in FAM and provide strategic analysis and recommendations to modernize the funding model according to an outcomes based approach. The review is expected to include:

- Consultation with department executive management and ELCC program management personnel to gain a full understanding of the current funding model.
- Consultation with service providers
- A report on suggested changes to the ELCC program funding model with a particular focus on:
 - identifying opportunities for administrative efficiencies
 - Identifying performance measures and metrics to evaluate the effectiveness of program funding
 - Providing recommendations for a modernized funding model.

3.0 Project Requirements

3.1 The Consultant will work with Manitoba to:

- a) Finalize the project plan(s) and timelines.

PART 2 – DESCRIPTION OF SERVICES REQUIRED

- b) Develop a framework for assessing the current state of the ELCC program funding model.
 - c) Identify areas of opportunity for immediate and/or longer-term improvements.
 - d) Develop detailed implementation and change management plans with timelines and milestones for the recommended changes
- 3.2 A contract with a qualified Consultant will be established approximately August 12, 2019 for an estimated six month period.
- 3.3 Primary location for the work will be within Winnipeg. Travel to other parts of the province is not anticipated but if required, travel costs are to be borne by the Consultant.

4.0 Management by Manitoba

- 4.1 Manitoba will provide the Consultant with the following resources:
- a) guidance from an advisory committee. Manitoba department staff will undertake to collect the internal operational data required, subject to operational requirements.
 - b) data and information on current state operations.
 - c) copies of current contract templates.
- 4.2 A project manager will be assigned from the Manitoba government to form a collaborative partnership with the Consultant.
- 4.3 Manitoba will provide any necessary information about approvals and logistics beyond the scope of the Consultant's control.

5.0 Communication/Progress Reports

- 5.1 The Consultant will be required to lead a kick-off meeting prior to initiating the project, which will be held within seven (7) days of contract award.
- 5.2 The Consultant will lead monthly in person meetings with the Advisory Committee. Meetings will be scheduled based on project progress and status.
- 5.3 Terms of Reference or a Project Charter will be prepared by the Consultant.
- a) Terms of Reference or a Project Charter will form the basis for Consultant performance and ensure Value for Money in showing results.

PART 2 – DESCRIPTION OF SERVICES REQUIRED

- (i) Status reports are expected monthly or more often, if required.
- (ii) Project and change management methodology is expected.
- (iii) Information must be compliant with privacy legislation.

6.0 Deliverables

The Consultant will be engaged to develop a detailed implementation plan (i.e. roadmap) that coordinates the work specified in 2.2.

Deliverables that include a report or business case must be aligned to the project goals listed in 1.0 and 2.0.

6.1 Reports

- a) The Consultant is expected to provide a draft report for review upon the completion of this assignment. Manitoba shall be given two weeks (10 business days) to review the draft report and provide comments to the Consultant.
- b) The Consultant is expected to provide a final report that addresses all requirements of this assignment as well as requirements as raised by Manitoba in its review of the draft report within two weeks of being provided comment on the draft report.

7.0 Period of Agreement

7.1 The Period of Agreement is anticipated to be from August 12, 2019 to February 24, 2020 (approximately).

7.2 Manitoba, in its sole discretion, may extend the agreement to accommodate implementation of further or additional work plans that are identified during the project.

8.0 Schedule/Timeline Including Milestones

8.1 Work undertaken is anticipated to begin August 12, 2019 (approximately) and anticipated to take six months. Contract and project timeframes will be set by the Consultant with direction from Manitoba, consistent with the identified approach, process and timeline in the RFP Submission made by the Proponent.

9.0 Payment Schedule

9.1 Interim payments will be based upon the successful completion of specific project milestones and Manitoba's acceptance of associated deliverables as proposed below.

PART 2 – DESCRIPTION OF SERVICES REQUIRED

Detailed invoices must be submitted to Manitoba after completion and delivery of each deliverable and corresponding milestone:

Deliverable/Milestone	Payment Amount
Finalized Project Plan with timelines	5% of total contract
Complete evaluation of the current ELCC program funding model.	30% of total contract
Provide draft report on recommended changes to ELCC program funding model	30% of total contract
Provide final report on recommended changes to ELCC funding model	30% of total contract
Project Closure	5% of total contract

All invoices shall be in writing and satisfactory to Manitoba in both form and content. The Consultant shall also provide to Manitoba such supporting documents, vouchers, statements and receipts as may be requested by Manitoba.

PART 3 - FORMS

Part 3 Forms

- Form A Submission Form**
- Form B Status in Relation to Manitoba**
- Form C Cost Proposal Form**
- Form D List of Businesses to Provide Services**
- Form E Indigenous Business Certification Form**

Questions about how to fill out any of these forms?

Please contact the person identified in Part 1, section 9.1.

FORM A Submission Form (Page 2 of 2)

4. Acknowledgment of Non-binding Procurement Process

We acknowledge that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any goods or services shall be created between the Proponent and Manitoba unless and until the Proponent and Manitoba sign a written Agreement for the Services.

5. Ability to Provide Deliverables

We have carefully examined the RFP documents, including any addenda, and has a clear and comprehensive understanding of the Services required. The Proponent is able to provide the Services in accordance with the requirements of the RFP for the price set out in the attached sealed Envelope 2.

6. Non-binding Price Estimates

We have submitted our pricing in accordance with the instructions in the RFP. We confirm that the pricing information provided is accurate. We acknowledge that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of the Proposal or the Proponent's eligibility for future work.

Signature(s): I/We have the authority to bind the Proponent:

Printed name

Signature

Date

Printed name

Signature

Date

PART 3 - FORMS

FORM B Status in Relation to Manitoba

RFP for Review of Early Learning and Child Care
Program Funding Model and Recommend
Changes RFP #: 07Q100619ELC

The Proponent must submit this form with its Proposal.

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

Part 1: Disputes or Pending Disputes with Manitoba

Do you or your proposed subcontractor(s) have any dispute or pending dispute with the Government of Manitoba?

Yes or No (circle the answer that applies to you)

If your answer is "Yes" please describe:

Part 2: Monies owed to Manitoba

Do you or your proposed subcontractor(s) owe any monies to The Government of Manitoba that are overdue, in arrears or otherwise delinquent?

Yes or No (circle the answer that applies to you)

If your answer is "Yes" please describe:

Part 3: Conflict of Interest

Is there a conflict of interest or possible conflict of interest or perceived conflict of interest that would exist if you were to provide the Services either directly or through a subcontractor?

Yes or No or Not sure (circle the answer that applies to you)

If your answer is "Yes" please describe:

Authorized representative

Printed name

Signature

Date

PART 3 - FORMS

FORM C Cost Proposal Form

RFP for Review of Early Learning and Child Care Program Funding model and Recommend Changes RFP #: 07Q100619ELC

Submitted by _____
(Full legal name of entity making Proposal)

Prices shall be quoted in Canadian Funds (CAD) and shall remain firm for the duration of the Agreement. The Proponent must provide a firm lump sum price and price structure for the proposed Services for the duration of the Agreement.

Manitoba certifies that the Services are being purchased under the Agreement by the Government of Manitoba with Crown funds and are therefore not subject to the federal goods and services tax (the "GST"). The Proponent represents and warrants that GST has not been included or quoted in any fees, prices or estimates.

Any applicable taxes must be indicated separately (ex. PST, HST, etc.).

All wages, benefits, employer remittances, taxes and all other amounts payable by the Proponent to its personnel and all administrative and support service costs (including travel costs, if any), equipment, supplies, overhead and other incidental costs involved in providing the Services must be included by Proponents. Proponents are asked to add hourly rates and hour allocation to further break down the tasks in accordance with their Proposal. Detailed cost break down can be included as an attachment

Item	Maximum Inclusive Cost	Comments
Review of Early Learning and Child Care Program Funding model in Department of Families, and Recommend Changes		
	\$	
	\$	
	\$	
	\$	
	\$	
Sub-Total	\$	
Applicable taxes (if any) (specify type of tax in comment column)	\$	
TOTAL COST	\$	

Proponent confirms that costs not provided for remain the responsibility of the Proponent.

FORM D List of Businesses to Provide Services

List of Businesses To Provide Services				
RFP for: Review of Early Learning and Child Care Program Funding model and Recommend Changes			RFP #: 07Q100619ELC	
Proponent's Name: <i>(Name of Proponent submitting Proposal to Manitoba)</i>				
Please list all businesses that will be providing Services and the estimated value of the work to be performed by each. If you are proposing to have an Indigenous Business provide Services you must submit this form as part of your Proposal in order to be evaluated for Indigenous participation. If you are submitting this form it must be in the same sealed envelope as your pricing information (Envelope 2). If you are proposing to have an Indigenous Business provide Services, failure to submit this Form as part of your Proposal shall result in the Proposal receiving zero points for Indigenous participation. Total price quoted (excluding any applicable taxes): (as required under section 8.1)				
Business Name	Consultant or Subcontractor	Indigenous Business Yes or No	Description of Services to be Provided	Estimated Value (\$) of work to be performed ¹
Total Price Quoted (excluding taxes) \$				

¹ Sum of all estimated values should equal "Total Price Quoted"

If you are not proposing to have an Indigenous Business deliver some or all of the Services, then do not submit this form. If you are unclear about whether you should submit this form or not, please contact the person identified in Part 1, section 9.1

PART 3 - FORMS

FORM E Indigenous Business Certification Form

RFP for Review of Early Learning and Child Care Program Funding model and Recommend Changes RFP #: 07Q100619ELC

The Proponent must submit this form **completed by each Indigenous Business** that will provide the Services (except where the Indigenous Business is a band, as defined by the Indian Act) including all proposed subcontractors of the Proponent. Previous registration in the Indigenous Business Directory does not constitute certification for the purposes of this RFP. If an Indigenous Business is proposed to provide the Services, failure to submit or accurately complete this form for each Indigenous Business identified on the Form D shall result in a reduced score for Indigenous participation.

Certification is for (check applicable box): Consultant or Subcontractor

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

If you are not an Indigenous Business, do not fill out this form.

I certify that:

1. This is a business that is at least 51% owned and controlled by one or more Indigenous persons of: Canada* or Manitoba*

AND

2. This business has 6 or more full time employees and at least 1/3 of them are Indigenous persons of: Canada or Manitoba.

OR

This business has fewer than 6 full time employees.

*See definition of Indigenous persons of Canada and Indigenous persons of Manitoba in Part 1, section 3.0.

All statements and representations in this form are true and accurate to the best of the Proponent's knowledge.

Authorized representative of the Indigenous Business:

Printed name

Signature

Date

PART 4 – FORM OF AGREEMENT

Part 4 Form of Agreement

AGREEMENT TO PROVIDE CONSOLIDATION OF FINANCE AND ADMINISTRATIVE SERVICES

BETWEEN:

THE GOVERNMENT OF MANITOBA,
as represented by the Minister of Finance

(called "Manitoba"),

- and -

(called the "Consultant").

WHEREAS

- A. On June 10, 2019 Manitoba issued a Request for Proposals for the provision of a Review of Early Learning and Child Care Program Funding Model in Department of Families, and Recommend Changes.
- B. The Consultant submitted its written Proposal dated _____.
- C. Manitoba accepted the Proposal in which the Consultant agreed to the terms and conditions of this Agreement.

NOW THEREFORE Manitoba and the Consultant agree as follows

PART 4 – FORM OF AGREEMENT

SECTION 1.00 DEFINITIONS, SCHEDULES AND INTERPRETATION

1.01 In this Agreement:

- (a) **“Canadian Indigenous Business”** means a business:
- (i) that is at least 51% owned **and** controlled by one or more Indigenous persons of Canada; and
 - (ii) if it has six or more full-time employees, at least one-third of whose full time employees **must** be Indigenous persons of Canada

where “business” includes a band, as defined by the *Indian Act*, a sole proprietorship, a corporation, a cooperative, a partnership, or a not for profit organization.

- (b) **“Designated Resources”** means those of the Consultant’s personnel, approved subcontractors and employees of the Consultant’s approved subcontractors identified in Schedule “B” - Proposal or subsequently in writing to Manitoba, who will directly or indirectly provide Services under this Agreement.
- (c) **“Indigenous Business”** means Canadian Indigenous Business or Manitoba Indigenous Business or both, whichever is applicable given the context.
- (d) **“Indigenous person of Canada”** means
- (i) a person of First Nation ancestry, including treaty, status or registered Indian, non-status or non-registered Indian, and a Métis person, or
 - (ii) a person of Inuit ancestry,

who is a Canadian citizen and resides in Canada.

- (e) **“Indigenous person of Manitoba”** means
- (i) a person of First Nation ancestry, including treaty, status or registered Indian, non-status or non-registered Indian, and a Métis person, or
 - (ii) a person of Inuit ancestry,

who is a Canadian citizen and resides in Manitoba.

- (f) **“Manitoba Indigenous Business”** means a business:

PART 4 – FORM OF AGREEMENT

- i) that is at least 51% owned and controlled by one or more Indigenous persons of Manitoba; and
- ii) if it has six or more full-time employees, at least one-third of whose full time employees must be Indigenous persons of Manitoba

where **“business”** includes a band, as defined by the Indian Act, a sole proprietorship, a corporation, a cooperative, a partnership, or a not for profit organization.

- (g) **“Proposal”** means the Consultant’s response to the RFP, dated _____, 2019 incorporated by reference as Schedule “B”.
- (h) **“RFP”** means RFP# 07Q100619ELC the Request for Proposals for Review of Early Learning and Child Care Program Funding Model in Department of Families, and Recommend Changes, issued by Manitoba on June 10, 2019, incorporated by reference as Schedule “A”.
- (i) **“Services”** means the work and tasks set out in Part 2 of the RFP required by Manitoba which will be delivered by the Consultant in accordance with the Proposal and this Agreement.

1.02 Words in the singular include the plural and words in the plural include the singular, as required by the context. The neuter gender includes the masculine and feminine genders as may be required.

1.03 The Agreement consists of this document and the following schedules:

- Schedule “A” – RFP (incorporated by reference)
- Schedule “B” – Proposal (incorporated by reference)
- Schedule “C” – Protection of Personal Information
- Schedule “D” – Pledge of Confidentiality
- Schedule “E” – Indigenous Business Participation Record Form

1.04 In the event of any inconsistency or contradiction,

- (a) between the terms and conditions of this document and those in the schedules, the terms and conditions of this document shall prevail over those in the schedules;
- (b) between the terms and conditions of the schedules:
 - (i) the terms and conditions of Schedule “C” - Protection of Personal Information shall prevail over those in Schedules “A” - RFP and “B” - Proposal; and

PART 4 – FORM OF AGREEMENT

- (ii) the terms and conditions of Schedule “A” - RFP shall prevail over those in Schedule “B” - Proposal.

SECTION 2.00 TERM

- 2.01 The term of this Agreement starts on the date it is signed by the last party and shall continue in full force and effect until March 1 2020, subject to its earlier termination in accordance with section 16.00 of this Agreement.
- 2.02 Manitoba, in its sole discretion, may extend the agreement to accommodate implementation of further or additional work required to complete the services required under the RFP.

SECTION 3.00 SERVICES TO BE PROVIDED

- 3.01 The Consultant agrees to provide the Services on the terms and conditions set out in this Agreement.
- 3.02 Manitoba and the Consultant agree that any work performed by the Consultant outside the scope of this Agreement without the prior written approval of Manitoba shall be deemed to be gratuitous on the Consultant’s part, and Manitoba has no liability with respect to such work.

SECTION 4.00 REPRESENTATIONS AND WARRANTIES OF THE CONSULTANT

- 4.01 The Consultant represents and warrants that:
 - (a) the Consultant and Designated Resources possess the necessary personnel, skills, expertise and experience to perform the Services in accordance with the provisions of this Agreement;
 - (b) the Consultant understands and will ensure that each of its Designated Resources understands Manitoba's requirements under this Agreement and will be able to satisfy these requirements;
 - (c) if the Consultant is a corporation:
 - (i) it is a valid and existing corporation, duly registered under the laws of Canada to carry on business in Manitoba;
 - (ii) it has the corporate power and authority to enter into and deliver, and perform the obligations of the Consultant under this Agreement;
 - (iii) all necessary corporate actions or other proceedings have been taken to authorize the Consultant to enter into and deliver, and perform the obligations of the Consultant under this Agreement; and

PART 4 – FORM OF AGREEMENT

- (d) if the Consultant is a partnership or a band, as that term is defined in the *Indian Act* all necessary actions or proceedings have been taken to authorize the Consultant to enter into and deliver, and perform the obligations of the Consultant under this Agreement.

4.02 The Consultant acknowledges that Manitoba has entered into this Agreement relying on the above representations and warranties. The Consultant agrees to advise Manitoba of any event, condition or circumstance occurring during the term of this Agreement that would make a representation or warranty made in subsection 4.01 untrue or misleading if the Consultant were required to make it at the time of the occurrence.

SECTION 5.00 PERFORMANCE OF CONSULTANT'S OBLIGATIONS

5.01 The Consultant agrees:

- (a) that the Services shall be provided by the Designated Resources, unless Manitoba agrees otherwise in writing;
- (b) that the Designated Resources shall devote the time, attention, abilities and expertise necessary to properly perform the Consultant's obligations under this Agreement;
- (c) that it and the Designated Resources will perform all obligations and provide the Services in a professional manner satisfactory to Manitoba;
- (d) to ensure that % of the value of the Services are provided by an Indigenous Business;
- (e) to provide the supervision, training, equipment and all other things necessary for the performance of the Services to the satisfaction of Manitoba;
- (f) to comply with all reasonable directions and requests of Manitoba; and
- (g) to comply with, and to provide the Services in accordance with all applicable laws and regulatory requirements, whether federal, provincial or municipal.

SECTION 6.00 FEES

6.01 The Consultant agrees to perform the Services for a price of \$_____

This sum is a maximum, all-inclusive price for the Services, and no additional fees or expenses whatsoever shall be payable to the Consultant in addition to the foregoing amount. In the event Manitoba Retail Sales Tax ("PST") is payable in respect of the Services, the Consultant shall pay same from the amount received from Manitoba under this Agreement. This lump sum is payable in installments upon satisfactory performance of the following:

Deliverable/Milestone	Payment Amount
Finalized Project Plan with timelines	5% of total contract
Complete evaluation of the current ELCC program funding model.	30% of total contract

PART 4 – FORM OF AGREEMENT

Provide draft report on recommended changes to ELCC program funding model	30% of total contract
Provide final report on recommended changes to ELCC funding model	30% of total contract
Project Closure	5% of total contract

- 6.02 Invoices shall be submitted to Manitoba. If the Services that are the subject of the invoice have been completed to the satisfaction of Manitoba, Manitoba shall approve same for payment and shall pay to the Consultant those fees set forth in the invoice as soon as possible after approval.
- 6.03 Those amounts invoiced and approved that have not been paid by Manitoba within sixty (60) days after approval shall bear interest in accordance with the provisions of the Government of Manitoba's Financial Administration Manual issued under the authority of *The Financial Administration Act* from the 61st day after the date of approval until payment is made.
- 6.04 Manitoba certifies that the Services being provided by the Consultant pursuant to this Agreement are being purchased with Crown funds for the benefit of the Government of Manitoba and are therefore are not subject to the payment of the federal goods and services tax ("GST"). Manitoba's GST number is R107863847. The Consultant warrants that the GST shall not be included in any invoice provided or claim for payment made under this Agreement.
- 6.05 Notwithstanding any other provision of this Agreement, the payment of fees by Manitoba is conditional upon:
- (a) there being an appropriation of funds available from the Legislature of the Province of Manitoba for payments by Manitoba in the fiscal year in which they are required to be paid by Manitoba; and
 - (b) the Consultant complying with its obligations under this Agreement.

SECTION 7.00 REPLACEMENT RESOURCES

- 7.01 The Consultant shall immediately notify Manitoba, in writing, in the event that any one of the Designated Resource's engagement with the Consultant is terminated or suspended for any reason, whether voluntary or involuntary, and the provisions of subsection 7.03 shall apply.
- 7.02 If in the opinion of Manitoba:
- (a) the Services provided by any of the Designated Resources are unsatisfactory, inadequate, or are improperly performed; or

PART 4 – FORM OF AGREEMENT

- (b) any of the Designated Resources has failed to comply with any term or condition of this Agreement; or
- (c) any of the Designated Resources has violated or is about to violate the security of Manitoba or the confidentiality of any of Manitoba's information; or
- (d) any of the Designated Resources has behaved or is about to behave in a manner that may adversely affect Manitoba's operations;

in addition to any other rights and remedies Manitoba may have at law or in equity or under this Agreement, Manitoba may give written notice to the Consultant and upon receipt of such written notice from Manitoba, the Consultant shall immediately discontinue the engagement of that Designated Resource for the purposes of this Agreement and the provisions of subsection 7.03 shall apply.

7.03 In the event that any of the Designated Resource's engagement for this Agreement shall be terminated or discontinued under subsections 7.01 or 7.02, as the case may be:

- (a) the Consultant shall replace that Designated Resource with an individual acceptable to Manitoba, who has like or better skills and experience than that Designated Resource within five (5) days of the date of termination or discontinuance of his or her engagement for this Agreement; and
- (b) Manitoba shall have the right to interview any proposed replacement person and Manitoba may reject any such proposed replacement person if it deems that person not to have the appropriate skills and experience.

7.04 Once a proposed replacement person has been accepted by Manitoba, all reference in this Agreement to "Designated Resources" shall be deemed to include the replacement person.

7.05 It is understood by both Manitoba and the Consultant that the replacement person will acquaint himself or herself with the Services to be provided and the terms of this Agreement prior to beginning to deliver the Services. The Consultant will exercise reasonable efforts to have the outgoing person available to the replacement person before the replacement person begins to deliver Services.

SECTION 8.00 RECORDKEEPING, REPORTING AND AUDIT

8.01 The Consultant shall establish and maintain during the term of the Agreement and for a further period of at least 3 years after the termination or expiration of the Agreement, such accounting and other records as are necessary for the proper management of the Services.

8.02 Manitoba may request additional information about the ownership and control of the Consultant or its subcontractors at any time during the term of this Agreement. The

PART 4 – FORM OF AGREEMENT

Consultant agrees to promptly provide the requested information and to ensure that its subcontractors are required as a term of their agreement with the Consultant to provide the information.

Indigenous Business Reporting

- 8.03 Annually, starting one year after the effective date of this Agreement, during the term of this Agreement and upon submission of its final invoice, the Consultant shall submit a completed Indigenous Business Participation Form (Schedule “E”) to Manitoba certifying the actual percentage of Indigenous Business participation in providing the Services.
- 8.04 In the event the actual Indigenous Business participation falls below ____%, the Consultant must, at the same time it complies with subsection 8.03, provide to Manitoba justification for the reduction of Indigenous Business Participation, the steps the Consultant will take to meet the obligation for Services to be provided only by Indigenous Businesses and a schedule of when those steps will be taken.
- 8.05 In addition to its rights of termination under section 16.00, if Manitoba is not satisfied with the Consultant’s efforts to meet its obligations under clause 5.01(d) (____% work done by an Indigenous Business), it may immediately terminate this Agreement by providing notice in writing to the Consultant.
- 8.06 The Consultant acknowledges and understands that a failure to meet the requirement that ____% of the Services be performed by an Indigenous Business is a breach of this Agreement which may result in the termination of the Agreement and damages to be paid to Manitoba.

Audit

- 8.07 Manitoba or the Auditor General of Manitoba, or any other person on behalf of Manitoba or the Auditor General of Manitoba, and their respective directors, officers, employees and representatives may perform and the Consultant must permit audits of the Services provided at such times as Manitoba may request. The Consultant agrees to permit such persons to have access to the Consultant’s records respecting the Services for audit purposes and to co-operate fully in any audit.

SECTION 9.00 CONFIDENTIAL INFORMATION

- 9.01 While this Agreement is in effect, and at all times thereafter, the Consultant and any officers, employees, subcontractors or agents of the Consultant:
- (a) shall treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, acquired or to which access has been given in

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the course of, or incidental to, the provision or delivery of the Services or terms of the Agreement;

- (b) shall not, without first obtaining written permission from Manitoba,
 - (i) use, or permit use of, the information, documents and materials described in clause 9.01(a) except for the proper performance of the Consultant's obligations under the Agreement, or
 - (ii) disclose, or permit disclosure of, the information, documents and materials described in clause 9.01(a) to any person, corporation or organization; and
- (c) shall comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality of the information, documents and materials described in clause 9.01(a).

9.02 It is acknowledged that the prohibition against disclosure, as mentioned in clause 9.01(c) shall not apply where disclosure is required by law or court order or for law enforcement purposes.

9.03 In addition to the requirements set out in subsection 9.01, the Consultant shall :

- (a) comply with the requirements set out in Schedule "C" - Protection of Personal Information respecting collection, use, disclosure and protection of personal information; and
- (b) ensure that all employees and agents of the Consultant who may have access to personal health information (as defined in Schedule "C") sign a Pledge of Confidentiality in the form and content set out in Schedule "D" and to retain such pledge in the employees' personnel files.

SECTION 10.00 MANITOBA NOT LIABLE FOR INJURY ETC. TO CONSULTANT

10.01 Manitoba shall not be liable for any injury to the Consultant, or to any officers, employees, subcontractors or agents of the Consultant, or for any damage to or loss of property of the Consultant, or of the officers, employees, subcontractors or agents of the Consultant, caused by or in any way related to the provision or delivery of the Services or the terms of the Agreement.

10.02 Subsection 10.01 does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of Manitoba while acting within the scope of his or her employment.

SECTION 11.00 INDEMNIFICATION BY CONSULTANT

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11.01 The Consultant shall use due care in the performance of the obligations under this Agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed.

11.02 The Consultant shall be solely responsible for

- (a) any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of the Services or any term of this Agreement, or the breach of any term or condition of this Agreement by the Consultant, or the officers, employees, subcontractors or agents of the Consultant; and
- (b) any omission or wrongful or negligent act of the Consultant, or of the officers, employees, subcontractors or agents of the Consultant;

and shall save harmless and indemnify Manitoba, its officers, employees and agents from and against all claims, liabilities and demands with respect to clauses (a) and (b).

SECTION 12.00 INSURANCE

12.01 The Consultant agrees to obtain and maintain, at its cost, throughout the term of the Agreement:

- (a) commercial general liability insurance covering claims for personal and bodily injury, death or damage to property arising out of the Consultant or its officers, employees, subcontractors or agents providing Services under the Agreement, or as a result of any negligent acts or omissions of the Consultant or its officers, employees, subcontractors or agents. Such insurance shall provide coverage of not less than two million dollars (\$2,000,000.00) per occurrence.
- (b) if the Consultant is a non-profit organization, two million dollars (\$2,000,000.00) aggregate non-profit organization directors' and officers' liability insurance;
- (c) Professional Liability Insurance – All Consultants must carry a policy of professional liability insurance for the Project covering all professional services provided for, including, without limitation, Early Learning and Child Care Program Funding Model, and Recommended Changes. This insurance shall provide at minimum five hundred thousand dollars (\$500,000.00) limits of liability, per claim, and coverage shall be maintained for a minimum period of twenty-four (24) months following the expiry or termination of the Agreement.

12.02 Without limiting or restricting the generality of subsection 12.01 above, such insurance shall:

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- (a) name Manitoba, its officers, employees and agents as additional insureds with respect to the commercial general liability relating to the Services provided under the Agreement;
 - (b) be underwritten by insurers acceptable to Manitoba; and
 - (c) require the insurer to give Manitoba at least thirty (30) days prior written notice if it intends to cancel or significantly reduce the coverage under the policy.
- 12.03 The Consultant agrees that it will not cancel, materially alter, cause or allow the insurance coverage required under this Agreement to lapse without giving 30 days prior written notice to Manitoba.
- 12.04 The Consultant acknowledges that it has the sole responsibility to determine the appropriate amount and terms of insurance coverage required under subsection 12.01 and whether any other insurance is necessary or advisable but the amounts and terms must be consistent with the requirements of subsections 12.01 and 12.02.
- 12.05 The Consultant shall ensure that any subcontractors engaged by the Consultant to perform the Services under this Agreement are insured under the Consultant's policies, or alternatively, the Consultant shall ensure that any subcontractor engaged by the Consultant to perform the services under the Agreement obtain and maintain comparable coverage.
- 12.06 If Manitoba requests the Consultant to do so at any time during the term of this Agreement, the Consultant must submit to Manitoba a certificate of insurance for itself and for all its subcontractors evidencing the required insurance.
- 12.07 The Consultant must not do or omit to do anything or permit anything to be done or not to be done which will in any way impair or invalidate its insurance coverage.

SECTION 13.00 WORKERS COMPENSATION

- 13.01 Where the Consultant's industry is included in the scope of *The Workers Compensation Act* (Manitoba) C.C.S.M. c. W200 and the Consultant is required under the Act to maintain coverage:
- (a) the Consultant shall be registered with the Workers Compensation Board of Manitoba; and
 - (b) shall provide and maintain in good standing workers compensation coverage throughout the term of the Agreement.

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- 13.02 At the written request of Manitoba, at any time during the term of the Agreement, the Consultant must provide Manitoba with evidence, in a form satisfactory to Manitoba, of coverage and standing.
- 13.03 The Consultant must ensure that, where a subcontractor is required under The *Workers Compensation Act* to maintain worker's compensation coverage, the subcontractor is registered with the Workers Compensation Board of Manitoba and provides and maintains in good standing workers compensation coverage throughout the term of this Agreement.

SECTION 14.00 RESTRICTION ON OTHER WORK AND ADVERTISING

- 14.01 While the Agreement is in effect, the Consultant and any officers, employees, subcontractors or agents of the Consultant shall not perform services or deliver goods to any other person, firm, corporation or organization in any manner which might interfere or conflict with the Consultant's performance of its obligations or undertakings under the Agreement.
- 14.02 The Consultant must not refer to, or permit any reference to, the Agreement or the Services in any advertising or promotional material except with the prior written authorization of Manitoba.

SECTION 15.00 SUSPENSION OR EXTENSION

- 15.01 Manitoba may, at its sole option, from time to time, delay or suspend Services being provided under this Agreement, in whole or in part, in writing for such period of time as may, in the opinion of Manitoba, be necessary.
- 15.02 Manitoba may, at its sole option, extend the time in which the Services are to be provided in writing if necessary by reason of circumstances beyond the control of the Consultant or through no fault of the Consultant.
- 15.03 Where there is a delay or suspension under subsection 15.01 or an extension of time under subsection 15.02, all terms and conditions of this Agreement shall continue in full force and effect against the Consultant. The Consultant shall not be entitled to make any claim for damages by reason of the delay, suspension or extension.

SECTION 16.00 TERMINATION

- 16.01 Manitoba may, in its sole discretion, immediately terminate the Agreement in writing if:
- (a) the Consultant fails to properly fulfill, perform, satisfy and carry out each and every one of its obligations under the Agreement;
 - (b) the Consultant fails or refuses to comply with a verbal or written request or direction from Manitoba within 5 business days of receiving the request or direction;

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- (c) the Consultant becomes bankrupt or insolvent or liquidates;
- (d) a receiver, trustee or custodian is appointed for the assets of the Consultant, or any partner thereof;
- (e) the Consultant or any partner thereof makes a compromise, arrangement, or assignment with or for the benefit of the creditors of the Consultant or of that partner, as the case may be;
- (f) the Consultant fails to secure or renew any license or permit for the Consultant's business required by law; or any such license or permit is revoked or suspended;
- (g) the Consultant or any partner, officer or director of the Consultant is found guilty of an indictable offence;
- (h) the Consultant fails to comply with any law or regulation relating to the employment of its employees;
- (i) the Consultant at any time engages in any activities or trade practices which, in the opinion of Manitoba, are prejudicial to the interests of Manitoba, or a department or agency thereof; or
- (j) there is a breach of any provision of the Agreement.

16.02 Manitoba may, in its sole discretion, terminate the Agreement at any time by giving at least 30 days written notice to the Consultant prior to the intended termination date.

16.03 Upon the expiry or earlier termination of the Agreement, the Consultant shall cease to provide or deliver any further Services. Manitoba shall be under no obligation to the Consultant other than to pay, upon receipt of an invoice and supporting documentation satisfactory to Manitoba, such compensation as the Consultant may be entitled to receive under the Agreement completed to the satisfaction of Manitoba up to the effective date of termination.

SECTION 17.00 OWNERSHIP OF INFORMATION and EQUIPMENT

17.01 All information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Consultant, or any officers, employees, subcontractors or agents of the Consultant, in the performance of, or incidental to the performance of the Services or the terms of the Agreement, and all intellectual property rights therein (including, without limitation, all copyright, patent, trade mark rights), shall be the exclusive property of Manitoba, and shall be delivered or assigned without cost to Manitoba upon request or when the Agreement is terminated or expires or when the Services have been completed, whichever is the earliest.

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- 17.02 The Consultant shall waive the Consultant's moral rights under the Copyright Act (Canada) in the information, documents and materials described in subsection 17.01 in favour of Manitoba, and shall execute any additional documents, in a form satisfactory to Manitoba, which may be required to evidence this waiver. Upon Manitoba's request, the Consultant further agrees to obtain from each of its officers, employees, subcontractors and agents written waivers, in a form satisfactory to Manitoba, of all their moral rights in such information, documents and materials in favour of Manitoba.
- 17.03 During the term of the Agreement, and at all times thereafter, the Consultant, and any officers, employees, subcontractors or agents of the Consultant, shall not use, publish or disclose any information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Consultant, or the officers, employees, subcontractors or agents of the Consultant, in the provision or delivery of, or incidental to the provision or delivery of, the Services or the terms of the Agreement without first obtaining written permission from Manitoba.
- 17.04 Any equipment, materials, and supplies provided by Manitoba to the Consultant for use in the provision or delivery of the Services or the terms of the Agreement shall remain the property of Manitoba and shall be returned without cost to Manitoba when the Agreement is terminated or expires or when the Services have been completely performed, whichever is the earliest.

SECTION 18.00 INDEPENDENT CONTRACTOR

- 18.01 The Consultant is an independent contractor, and the Agreement shall not create the relationship of employer and employee, or of principal and agent, between Manitoba and the Consultant or between Manitoba and any officers, employees, subcontractors or agents of the Consultant.
- 18.02 The Consultant shall be responsible for any deductions or remittances, which may be required by law.
- 18.03 In the event it is determined that the Consultant is not an independent contractor and that the Agreement creates the relationship of employer and employee between Manitoba and the Consultant, the Consultant agrees to be solely responsible and to save harmless and indemnify Manitoba, its officers, employees and agents from and against all claims, liabilities, orders, costs and demands resulting from such a determination, to the extent that such an indemnity is not prohibited by law. Should such a determination be made, the Consultant agrees that any amount Manitoba has paid to the Consultant under the Agreement shall constitute an all-inclusive payment of the Consultant's wages, vacation pay, overtime pay, benefits or other remuneration whatsoever, regardless of the day of the week on which the Services were performed or the number of hours worked in a day or week.

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SECTION 19.00 EXCUSABLE DELAY

19.01 The Consultant shall notify Manitoba, in writing, if it will, or believes it will be unable to provide or deliver the Services when promised or required, and the reasons therefore. The Consultant shall not be liable for failure to provide or deliver the Services to the extent that such failure is, in the opinion of Manitoba, beyond the reasonable control of the Consultant.

SECTION 20.00 ASSIGNMENT

20.01 The Consultant shall not assign or transfer the Agreement or any of the rights or obligations under the Agreement without first obtaining written permission from Manitoba. Manitoba may, in its sole discretion, refuse to grant such permission.

SECTION 21.00 TIME OF ESSENCE

21.01 Time shall be of the essence of the Agreement.

SECTION 22.00 AMENDMENTS

22.01 No amendment or change to, or modification of, the Agreement shall be valid unless in writing and signed by both parties.

SECTION 23.00 GOVERNING LAW

23.01 The Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein.

SECTION 24.00 ENTIRE AGREEMENT

24.01 This Agreement constitutes the entire agreement between the parties. There shall be no undertakings, representations or promises, express or implied, other than those contained in the Agreement.

SECTION 25.00 SURVIVAL OF TERMS

25.01 Those sections containing obligations and indemnifications that by their very nature are intended to survive the termination or expiration of this Agreement, including section 9.00 (Confidential Information), section 19.00 (Manitoba not Liable) and section 11.00 (Indemnification by Consultant), shall survive the expiration or termination of this Agreement.

SECTION 26.00 WAIVER

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26.01 Any waiver by Manitoba of any failure, default or breach under this Agreement by the Consultant shall not be effective unless given in writing by an authorized person and shall not constitute a subsequent waiver of a similar or any other failure, default or breach.

SECTION 27.00 SEVERABILITY

27.01 If any provision of the Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of the Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in the Agreement.

SECTION 28.00 NOTICES

28.01 Any notice or other communication under this Agreement shall be in writing and shall be sufficiently given if delivered or sent by pre-paid registered mail or email, and addressed or sent as specified below:

(a) To Manitoba:

Manitoba Finance
Comptroller Division
715 – 401 York Avenue, Norquay Building
Winnipeg, Manitoba
R3C 0P8
Attention: Rebecca Johnston

Email: Rebecca.Johnston@gov.mb.ca

(b) To the Consultant:

28.02 If mail service is disrupted by labour controversy, notice shall be delivered or sent by facsimile transmission.

28.03 Any notice given in accordance with the methods described in subsection 28.01 shall be deemed to have been received by the addressee on:

- (a) the day delivered if delivered on a business day of the addressee, and if not delivered on a business day, on the next business day of the addressee;
- (b) the third business day of the addressee after the date of mailing, if sent by prepaid registered mail; or
- (c) the day transmitted if sent by facsimile on a business day of the addressee, and if not sent by facsimile on a business day, on the next business day of the addressee.

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In no event shall any notice be sent by mail during any period of interrupted or threatened interruption of postal service.

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28.04 Any party may change its address or particulars for purposes of the receipt of any notices or other communications pursuant to the Agreement by giving seven days' prior written notice of such change to the other party.

THIS AGREEMENT has been executed on behalf of The Government of Manitoba by its duly authorized representative(s) and on behalf of the Consultant, by its duly authorized representative(s), on the dates noted below.

FOR THE GOVERNMENT OF MANITOBA

Witness

Minister of Finance
or duly authorized delegate

Print Name and Title

Date signed

FOR THE CONSULTANT

Witness

Authorized Signature

Name and Title

I have the authority to bind the Consultant

Date signed

Witness

Authorized Signature

Name and Title

I have the authority to bind the Consultant

Date signed

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Schedule “A” – RFP

Request for Proposals # 07Q100619ELC, Review Early Learning and Child Care Program Funding Model and Recommend Changes

incorporated by reference.

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Schedule “B” – Proposal

Response to Request for Proposals # 07Q100619ELC, Review Early Learning and Child Care Program Funding Model and Recommend Changes, _____ 2019

incorporated by reference.

Schedule “C” – Protection of Personal Information

This is Schedule "C" to the Agreement for Services between the Government of Manitoba and _____ (the "Consultant").

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:

- personal information about an identifiable individual which is recorded in any manner, form or medium; and
- 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 the Consultant in the course of carrying out its obligations under this Agreement, in whatever manner, form or medium;
- (b) apply whether the personal information was received, collected or acquired before or after the commencement of this Agreement; and
- (c) continue to apply after the termination or expiration of this Agreement.

Collection of personal information by the Consultant

1.03 The Consultant recognizes that, in the course of carrying out its obligations under this Agreement, the Consultant 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 the Consultant receives, collects, acquires, is given access to or otherwise comes into possession of personal information, the Consultant shall collect only as much personal information about an individual as is reasonably necessary to carry out the Consultant’s obligations under this Agreement.

1.05 Where the Consultant collects or acquires personal information directly from the individual it is about, the Consultant shall 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;

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- (c) who in the Consultant'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 the Consultant's policies under subsection 1.06 of this Schedule.

Access to personal information by the individual it is about

1.06 The Consultant shall establish a written policy, acceptable to Manitoba, providing individuals whose personal information is received, collected or acquired by the Consultant under this Agreement with:

- (a) a right to examine personal information about themselves which is maintained by the Consultant, subject only to specific and limited exceptions; and
- (b) a right to request corrections to this personal information.

Restrictions respecting use of personal information by the Consultant

1.07

- (a) The Consultant shall keep the personal information in strict confidence and shall use the personal information only for the purpose of properly carrying out the Consultant's obligations under this Agreement and not for any other purpose.
- (b) The personal information shall be used solely by Consultant personally, or (where the Consultant is a corporation, business, organization or other entity) by the officers and employees of the Consultant, except as otherwise specifically permitted by Manitoba in writing.
- (c) The Consultant shall:
 - (i) limit access to and use of the personal information to those of the Consultant's officers and employees who need to know the information to carry out the obligations of the Consultant under this Agreement,
 - (ii) ensure that every use of and access to the personal information by the Consultant and by the authorized officers and employees of the Consultant is limited to the minimum amount necessary to carry out the obligations of the Consultant under this Agreement,
 - (iii) ensure that each officer and employee of the Consultant 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 the Consultant's security policies and procedures and is

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aware of the consequences of breaching any of them.

1.08 The Consultant shall ensure that:

- (a) no person can make unauthorized copies of the personal information;
- (b) no person shall disclose the personal information except as authorized 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 The Consultant shall not link or match the personal information with any other personal information, except where necessary to carry out the obligations of the Consultant under this Agreement.

Restrictions respecting disclosure of personal information by the Consultant

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

- (a) to Manitoba, and to Manitoba's officers, employees and agents, for the purposes of this Agreement;
- (b) to the individual the personal information is about, upon satisfactory proof of identity;
- (c) to any person, corporation, business, organization or entity with the voluntary, informed consent of the individual the information is about;
- (d) 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 the Consultant is of the opinion the disclosure would not be an unreasonable invasion of the child's privacy;
- (e) where disclosure is required or authorized by legislation;
- (f) 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
- (g) 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 Agreement, the Consultant shall not:

Review of Early Learning and Child Care Program Funding Model and Recommend Changes
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- (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 benefit; 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 the Consultant

1.12 The Consultant shall protect the personal information by putting in place reasonable security arrangements, including administrative, technical and physical safeguards, that ensure the confidentiality and security of the personal information and protect the personal information against such risks as use, access, disclosure or destruction which are not authorized under this Schedule. These security arrangements shall take into account the sensitivity 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) where personal information is in paper form, on diskette or other removable media, the Consultant shall ensure that:
 - (i) the paper records, diskettes and removable media used to record the personal information are kept in a physically secure area and are subject to appropriate safeguards,
 - (ii) the personal information is accessible only to those of the Consultant's officers and employees who need to know the personal information to carry out the obligations of the Consultant under this Agreement, and
 - (iii) the paper records, diskettes and removable media used to record the personal information are stored securely when not in use;
- (b) where personal information is stored in electronic format, the Consultant shall:
 - (i) ensure that the computer system or computer network on which the personal information is stored is secure and is accessible only to officers and employees of the Consultant who need to know the personal information to carry out the obligations of the Consultant under this Agreement,
 - (ii) ensure that the personal information is protected by a series of passwords to prevent unauthorized access, and

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- (iii) limit access to and use of these passwords to those of the Consultant's officers and employees who need to know the personal information to carry out the obligations of the Consultant under this Agreement.
- 1.14 When disposing of any paper records and media containing a record of the personal information, the Consultant shall destroy the paper records or erase or destroy any personal information contained on the media in a manner which adequately protects the confidentiality of the personal information.
- 1.15 The Consultant shall establish and comply with written policies and procedures respecting the use of, access to, disclosure, protection and destruction of the personal information which shall be consistent with and reflect the requirements of this Schedule. These security policies and procedures shall include:
 - (a) provisions for identifying and recording security breaches and attempted security breaches; and
 - (b) corrective procedures to address security breaches.
- 1.16 The Consultant shall, immediately upon becoming aware of any of the following, notify Manitoba in writing of any use of, access to, disclosure or destruction of personal information which is not authorized by this Schedule, with full details of the unauthorized use, access, disclosure or destruction. The Consultant shall immediately take all reasonable steps to prevent the recurrence of any unauthorized use, access, disclosure or destruction of the personal information and shall notify Manitoba in writing of the steps taken.
- 1.17 The Consultant shall provide training for its officers and employees about the requirements of this Schedule and the Consultant's security policies and procedures.
- 1.18 The Consultant shall comply with any regulations made, policies issued and reasonable requirements established by Manitoba respecting the protection, retention or destruction of the personal information.

Destruction of personal information by the Consultant

- 1.19 After the personal information has been used for its authorized purpose, or where destruction of the personal information is requested by Manitoba or is required by this Agreement, the Consultant shall destroy the personal information (and all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

Inspections by Manitoba

- 1.20 Manitoba and its representatives may carry out such inspections or investigations respecting the Consultant's information practices and security arrangements as Manitoba considers necessary to ensure the Consultant is complying with the terms and conditions of this Schedule and that the personal information is adequately protected. The Consultant shall co-operate in any such inspection or investigation, and shall permit Manitoba and its representatives access, at all reasonable times, to the Consultant's

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premises and to records and information relating to the Consultant's information practices and security arrangements or to this Schedule for these purposes.

- 1.21 If an inspection or investigation identifies deficiencies in the Consultant's information practices or security arrangements which expose the personal information to risk of unauthorized use, disclosure or destruction, the Consultant shall take reasonable steps to promptly correct the deficiencies to Manitoba's satisfaction.

Destruction of personal information on expiration or termination of Agreement

- 1.22 On expiration or termination of this Agreement for any reason, the Consultant shall, unless otherwise directed by Manitoba, destroy the personal information (including all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

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

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- 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 or 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 a 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 the minister to uniquely identify the individual for health care purposes.

PART 4 – FORM OF AGREEMENT

Schedule “D” – Pledge of Confidentiality

I UNDERSTAND THAT:

1. I may or will have access to personal health information for the purposes of carrying out the services under the Agreement.
2. “personal health information”, for the purposes of the Agreement and this Pledge of Confidentiality, is defined in *The Personal Health Information Act* of Manitoba (definitions attached); and
3. I am bound by the requirements of the Agreement and by the policies and procedures established by Manitoba respecting the collection, use, disclosure, protection, alteration, retention and destruction of any personal health information to which I may have access in the course of carrying out the services under the Agreement.

I UNDERTAKE AND AGREE not to collect, use disclose, alter, retain or destroy personal health information except in accordance with the Agreement and any applicable policies and procedures of Manitoba.

I FURTHER UNDERTAKE AND AGREE THAT:

1. I will treat all personal health information to which I have access under the Agreement as strictly confidential and will use such personal health information solely for the purpose of carrying out the Agreement and for no other purpose;
2. I will limit my access to personal health information that I am authorized by Manitoba to use and that I need to know to carry out my obligations under the Agreement;
3. I will not retain or make unauthorized copies of any personal health information, in any form or medium;
4. I will not modify or alter any personal health information in any manner; and
5. I will not disclose any personal health information, in any form or medium, to any person, corporation, organization or entity, except as specifically authorized in writing under the Agreement.

I acknowledge that failure to comply with the undertakings in this Pledge of Confidentiality may result in my being prohibited from providing services under the Agreement or in other proceedings being taken against me.

DATED this _____ day of _____, 20__.

Name (Printed)

Name of Witness (Printed)

Signature

Signature

Schedule “E” – Indigenous Business Participation Form

RFP for: Review Early Learning and Child Care Program Funding Model and Recommend Changes		RFP #: 07Q100619ELC
Consultant:		
Indigenous Business/Entity (name)	Description of Work	Value (\$) of Work
Total		\$ _____

Printed name of Authorized Representative

Signature

Date