



LIQUOR, GAMING AND CANNABIS AUTHORITY OF MANITOBA

**REQUEST FOR STANDING OFFERS FOR
Graphic Design Services**

RFSO #: LGCA2019.01

Issue Date: March 13, 2019

Submission Deadline: by no later than April 5, 2019, 12:00 Noon (Central Time)

Submit Proposals to:

Liquor, Gaming and Cannabis Authority of Manitoba
1055 Milt Stegall Drive
Winnipeg, MB R3G 0Z6

- OR -

Email: procurement@LGCAMB.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 Liquor, Gaming and Cannabis Authority of Manitoba (“LGCA”) requests Proposals from qualified Proponents meeting the requirements contained in this Request for Standing Offers (“RFSO”) to provide design services.

The term of the Standing Offer Agreement will be for a period of approximately three (3) years, with an anticipated commencement date of April 24, 2019.

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

This procurement process will consist of two stages:

First Stage:

This RFSO is the first stage of this procurement process. Proposals received in response to this RFSO will be used to develop a list, known as the “Standing Offer List”, of Consultants who have met the required qualifications. All Proponents who meet the mandatory elements of this RFSO, meet the minimum threshold as set out in the experience evaluation, pass the status in relation to the LGCA and Manitoba review, and satisfy the past performance assessment, will be placed on the Standing Offer List. Each Proponent on the Standing Offer List will be awarded a Standing Offer Agreement. Only those Proponents on the Standing Offer List will be issued call-ups under the Standing Offer Agreements in the second stage of the procurement process.

Once the Standing Offer List has been established, additional Proponents may qualify to be added to the list during certain periods throughout the term of the Standing Offer Agreement. The LGCA will, in its sole discretion, determine when such periods will be (if any). Proponents wishing to qualify during those periods will be required to submit the same information required under this RFSO, and the LGCA will evaluate any new Proponents using the same evaluation criteria set out in this RFSO.

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Second Stage:

During the term of the Standing Offer Agreement, Services will be requested by the LGCA on an “as and when requested” basis, using the call-up process described in Part 2, section 2.0 of this RFSO.

The total estimated annual budget for Services is approximately \$15,000 to \$20,000. Actual values may vary depending on Services requested.

No call-ups will be issued for work within the scope of other contracts currently in effect or for design services of a size, nature or time frame that, in the sole discretion of the LGCA, require a separate procurement process.

This RFSO, the establishment of the Standing Offer List and the awarding of any Standing Offer Agreement(s) shall not be construed as guaranteeing that any call-ups will be issued by the LGCA.

2.0 Sustainability

The LGCA 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.

3.0 Definitions

In this RFSO:

"Agreement" or **"Standing Offer Agreement"** means the combined documents consisting of the Standing Offer Terms and Conditions set out in Part 4 of this RFSO (including all schedules) together with the fully-signed “Acceptance” of the Offer Letter sent to the Consultant pursuant to Section 12.4 of Part 1 of this RFSO, and the fully-signed Statement(s) of Work, if any.

"Consultant" means the Proponent(s) who enter(s) into an Agreement with the LGCA to provide the Services.

“LGCA” means the Liquor, Gaming and Cannabis Authority of Manitoba.

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“Manitoba” means The Government of Manitoba.

“must”, “shall”, “requires” or “required” means something is mandatory. If a Proposal does not contain or comply with a mandatory element, the Proposal will be rejected and not evaluated further.

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

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

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

"Services" means the work and tasks required by the LGCA 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 of this RFSO.

“should” or “desired” means something is desirable but not mandatory. If a Proposal does not contain or does not comply with a desirable element, the Proposal will not be rejected and will be evaluated, but the Proposal will be given a lower rating because of the omission.

“Standing Offer List” means the list of all Consultants who have met the requirements of this RFSO and who have been placed on the Standing Offer List and awarded a Standing Offer Agreement.

“Standing Offer Terms and Conditions” means the terms and conditions which shall apply to the provision of Services as set out in Part 4 of this RFSO (including all schedules).

“Statement of Work” means the document agreed to in writing by the LGCA and the Consultant describing the Services to be provided by the Consultant, to be prepared by the parties in accordance with subsections 3.04 to 3.07 inclusive of the Standing Offer Terms and Conditions, attached in Part 4 of this RFSO.

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

4.0 Timetable

4.1 Unless amended by addendum to this RFSO prior to that date:

- a) The deadline for inquiries about this RFSO is as set out in Part 1, section 7.1 of this RFSO; and

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- b) The Submission Deadline is as set out on the title page of this RFSO.
- 4.2 The following dates are targets only and are subject to change at the sole discretion of the LGCA:
- a) Complete evaluation of Proposals: April 12, 2019;
 - b) Send conditional acceptance letter(s): April 17, 2019; and
 - c) “Acceptance” of the Offer Letter(s) and award of Standing Offer Agreement(s): April 24, 2019.

5.0 Proposal Format

Proponents are advised to carefully review the evaluation criteria (see Part 1, section 11.0 of this RFSO) and mandatory requirements prior to preparing their Proposals in response to this RFSO.

- 5.1 Proponents are solely responsible for obtaining all information that may be necessary in order to understand the requirements of this RFSO and submit a Proposal in accordance with the terms and conditions of this RFSO. No allowance will be made for the failure of a Proponent to obtain such information or to make such investigations.
- 5.2 A Proponent should ensure that each provision in its Proposal is stated clearly and concisely. Simplicity and clarity of responses are important. The Proposal should include all of the information and documents required under section 6.0 below, and be organized in the same sequence. Proponents should avoid including extraneous or irrelevant information.
- 5.3 The Proposal should be submitted in a sealed envelope (or, if submitted by email, a PDF file).

6.0 Proposal Content

6.1 Offer Letter (complete Form A)

The Offer Letter provided in Part 3 of this RFSO (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 the form must not otherwise be modified.

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6.2 **Proponent's Information**

The Proposal should include:

- a) 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; and
 - Its sustainable development policies and practices including ISO 14001 certification (if any).
- b) Details of any subcontracting or joint venture arrangements proposed by the Proponent.

6.3 **Experience**

The Proposal should identify how the Proponent is qualified to provide the requested Services, including experience in delivering services relevant to the proposed scope of work as outlined in Part 2, section 1.0. This information should include:

- (a) A brief history of the company, length of time in business, current number of employees, and a summary of resources and sector expertise relevant to the proposed Services.
- (b) A minimum of five (5) examples of contracts for design services, comparable to the proposed scope of work, previously undertaken by the proponent, including the following details:
 - Client name;
 - Description of the nature of the services provided; and
 - Whether the services were provided on time and on budget.
- (c) A list of partners and subcontractors relevant to the Proposal, if any, and describe the rationale for using these partners and subcontractors, as well as past history of working together.
- (d) A complete description of the Proponent's current team and an explanation of the roles and responsibilities of the personnel. The Proponent's personnel must be identified by name and title, with a description of their relevant work experience and any credentials such as degrees or professional designations (maximum one page per individual).
- (e) A description of the level of involvement of principals or leaders of the Proponent in day-to-day management of the Proponent.
- (f) A description of the Proponent's proposed approach to client management and how it intends to perform the requested Services to ensure high quality work. This should include the following:

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- Describe the steps that will be taken to ensure contracted projects meet deadlines and budget;
- Provide an overview of how day-to-day operations of the work are performed (e.g. does the candidate work with a printer or have in-house printing resources, how are files or products sent to the client for review prior to production, how are internal and client sign-offs managed); and
- Describe the approach that will be taken to address any issues that arise throughout a project that could compromise the final deliverable.

6.4 **Status in Relation to the LGCA and Manitoba (complete Form B)**

The Proponent must provide a completed and signed Status in Relation to the LGCA and 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 7.1 of this RFSO prior to submitting a Proposal.

6.5 **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:

- a) Description of the project;
- b) Name of the entity for whom the project was done;
- c) Name of primary contact;
- d) Telephone number for primary contact and entity; and
- e) Email 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 11.4 of this RFSO), the LGCA, at its discretion, reserves the right to check the Proponent's record of past performance with any other sources identified by the LGCA 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, the LGCA may disqualify the Proponent.

Please note: When delivering the Services, the Consultant is required to have the insurance coverage as set out in the Standing Offer Terms and Conditions (Part 4, section 12.00 of this RFSO) and Worker's Compensation coverage (see

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Part 4, section 13.00 of this RFSO). Proof of insurance and Workers Compensation coverage will be required see Part 1, section 12.3 of this RFSO).

7.0 Inquiries

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

Robert Patchell
Liquor, Gaming and Cannabis Authority of Manitoba
1055 Milt Stegall Drive
Winnipeg, MB R3G 0Z6
Email: procurement@LGCAMB.ca

7.2 Inquiries should be received no later than 7 calendar days before the Submission Deadline. If an inquiry is received later than that inquiry deadline date, the LGCA may respond but is not obligated to provide a response.

7.3 If a Proponent has sent an inquiry and has not received any acknowledgement, the Proponent should follow up with the LGCA. In any event, the LGCA is not responsible if a Proponent's inquiry does not reach the LGCA by the requisite date shown above.

7.4 Only information provided in writing by the LGCA contact above will be binding on the LGCA. Information provided verbally will not be binding on the LGCA.

7.5 If the LGCA, 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.

8.0 Submission Methods and Deadline

8.1 Proposals should be received at the address set out on the title page of this RFSO by the Submission Deadline.

8.2 Proposals received after the Submission Deadline may still be accepted by the LGCA, but will be considered for acceptance only after all of the Proposals received by the Submission Deadline have been considered.

8.3 The LGCA 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 an addendum extending the Submission Deadline.

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

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It is solely the Proponent's responsibility to ensure that the Proposal is received by the LGCA at the designated location prior to the Submission Deadline.

8.5 SUBMISSION BY MAIL OR DELIVERY

- a) Proposals submitted by mail or delivery must contain one (1) original of a Proponent's fully completed Proposal.
 - i) Proposals should also contain one (1) electronic copy of that original in PDF format (on CD or USB memory stick/storage device) with the original. If there is a discrepancy between the paper and electronic copies of the Proposal, the paper copy will prevail.
- b) Proposals should be submitted in a sealed envelope 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:

RFSO for	Graphic Design Services
RFSO	#LGCA2019.01
Submission Deadline:	April 5, 2019

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

8.6 SUBMISSION BY EMAIL

- a) Proposals submitted by email must be submitted in PDF format, with the required signatures in the PDF attachment(s).
- b) The subject line of the email and any attachments should be clearly marked with the RFSO number, the Proponent's name and the Submission Deadline.
- c) Emails approaching 15 Megabytes in size may be rejected by the LGCA's email system. Upon submitting a Proposal by email, Proponents will receive a reply email confirming that the LGCA has received the Proposal. Proponents not receiving a reply email should contact Robert Patchell at 204-927-5323.
- d) While the LGCA may allow for email submissions, the Proponent acknowledges that email submissions are inherently unreliable. The Proponent bears all risks associated with submitting its Proposal by electronic submission, including but not limited to delays in

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transmission between the Proponent's computer and the LGCA'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 the LGCA, an original hard copy of their Proposal at a location specified by the LGCA in writing. Proposals determined by the LGCA to have been received later than this deadline will not be accepted.

9.0 Amendment and Withdrawal of Proposal

- 9.1 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.
- 9.2 Proponents may withdraw a Proposal by submitting a request to withdraw in writing to the LGCA by no later than the Submission Deadline.
- 9.3 All amendments to, or requests to withdraw, a submitted Proposal must be in writing and submitted to the LGCA at the address set out on the title page of this RFSO. All such amendments or requests must be signed by the Proponent or a representative of the Proponent who has the authority to bind the Proponent.
- 9.4 Any amendment or request to withdraw received after the Submission Deadline will not be accepted.

It is solely the Proponent's responsibility to ensure that any amendment or request to withdraw is received at the designated location prior to the Submission Deadline.

10.0 Evaluation Committee

- 10.1 The evaluation committee will be comprised of representatives of the LGCA.
- 10.2 By submitting a Proposal, the Proponent agrees 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.

11.0 Evaluation Process and Criteria

- 11.1 **Step 1: Proposals received by the Submission Deadline will be opened.**

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Proposals received after the Submission Deadline will not be opened or considered for evaluation until after all of the Proposals received by the Submission Deadline have been considered.

11.2 **Step 2: Opened Proposals will be assessed to determine which satisfy the mandatory submission requirements.**

Proposals must satisfy all of the mandatory submission requirements to proceed to the next step of the evaluation process.

It is the Proponent's responsibility to ensure that it satisfies all of the mandatory submission requirements of this procurement. (Use of the words "must", "shall", "requires" or "required" means something is mandatory.)

The mandatory submission requirements are as follows:

MANDATORY SUBMISSION REQUIREMENTS	PASS/ FAIL
<ul style="list-style-type: none">Completed and Signed Offer Letter (Form A)	
<ul style="list-style-type: none">Completed and Signed Status in Relation to the LGCA and Manitoba Form (Form B)	
<ul style="list-style-type: none">At least three (3) references	

If a Proposal fails to satisfy all of the mandatory submission requirements, the LGCA will issue a rectification notice to the Proponent. The rectification notice will identify the deficiencies and provide the Proponent with a period of three (3) business days (the "Rectification Period") to rectify the identified deficiencies. If the Proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its Proposal will be rejected and will receive no further consideration.

11.3 **Step 3: Each Proposal that satisfies the mandatory submission requirements will be evaluated for experience as follows:**

EVALUATION CRITERIA	POINTS
Proponent Experience and Qualifications	40
Team Experience and Qualifications	30
Candidate References	30

Total points will be calculated for each Proposal. Proponents who attain a score of 70 or higher will proceed on to step 4.

11.4 Step 4: Assessing Status in Relation to the LGCA and Manitoba and Past Performance

A Proponent's status in relation to the LGCA and Manitoba and record of past performance will be a factor in the LGCA's determination of the Proponent's qualifications to provide the Services. The status in relation to the LGCA and Manitoba and record of past performance will be assessed for each Proponent who has attained a score of 70 or higher in step 3.

Status in Relation to the LGCA and Manitoba (Form B)

If money is owed to the LGCA or Manitoba by a Proponent or proposed subcontractor, or if the LGCA, 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 the LGCA to enter into an agreement with the Proponent, the LGCA may disqualify a Proponent.

If a Proponent passes this review, past performance will be assessed.

Past Performance

The LGCA will contact the first three references provided by a Proponent and may consult staff of: a department, branch or division of the Government of Manitoba; a Manitoba Crown corporation or agency; an academic institution, health authority or other entity providing education, health or social services funded by the Government of Manitoba; former supervisors or a professional regulatory body who have had dealings with the Proponent or the Proponent's subcontractors.

The LGCA 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 the Government 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 the Government of Manitoba;

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- b) a Proponent's performance of a project or agreement for which a reference was checked by the LGCA 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 the Government 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 the Government of 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 the LGCA is of the opinion that its existence is likely to adversely affect working relationships on the project or under the Agreement.

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

12.0 Acceptance of Proposal(s) and Standing Offer List

- 12.1 If the LGCA decides to accept one or more Proposals, it will accept those Proposal(s) that, in the LGCA's sole opinion, are judged to best serve the interests of Manitoba when evaluated in accordance with the evaluation criteria.
- 12.2 If the LGCA decides to accept one or more Proposal(s), the LGCA will signify its conditional acceptance by preparing and forwarding to those Proponent(s) a conditional acceptance letter.

12.3 Conditional Acceptance

The LGCA's acceptance is conditional on:

- a) the LGCA obtaining all necessary internal approvals. The LGCA has no obligation to sign the "Acceptance" in the Offer Letter and enter into the Agreement unless this condition has been met;

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- b) the Proponent providing to the LGCA, within one week after receiving the conditional acceptance letter:
- (i) **Certificate of Insurance:** a certificate of insurance satisfactory to the LGCA, as written evidence of the required insurance covering Services to be provided under the Standing Offer Terms and Conditions, with minimum coverage as identified in the Standing Offer Terms and Conditions; and
 - (ii) **Worker's Compensation:** Where the Proponent's industry is included in the scope of *The Worker's Compensation Act* (Manitoba) C.C.S.M. c. W200 and the Proponent **must** maintain coverage under that Act, a clearance letter from the Worker's Compensation Board of Manitoba that the Proponent's workers compensation coverage is in good standing with the Board. The clearance letter **must** be dated no earlier than the date the Proponent receives notice of conditional acceptance. A clearance letter can be generated through the following website:
<http://www.wcb.mb.ca/clearances;>

or

- (iii) Where the Proponent's industry is included in the scope of *The Worker's Compensation Act* (Manitoba) C.C.S.M. c. W200 but the Proponent is exempt, the Proponent **must** provide a statement indicating that it is exempt and the reason(s) for the exemption;

failing which, the LGCA may, in its sole discretion, cancel its conditional acceptance.

- 12.4 Once the foregoing conditions have been met, the LGCA will, in due course, sign the "Acceptance" in the Offer Letter and return one fully-signed copy of the Offer Letter for the Proponent's records.
- 12.5 Once the "Acceptance" in the Offer Letter has been signed by the LGCA, it shall constitute the binding Standing Offer Agreement between the LGCA and the Consultant, and the LGCA will place the names and addresses of each Consultant on the Standing Offer List. This Standing Offer List will be posted on the LGCA website, and will be used by the LGCA for the service call-up procedure as described in Part 2, section 2.0.

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13.0 Notification to Proponents

13.1 The LGCA will notify Proponents:

- a) if a Proponent's Proposal constitutes a non-compliant bid; and
- b) of the outcome of the procurement, after the "Acceptance" in the Offer Letter(s) are signed.

13.2 If the LGCA decides not to accept any Proposal, all Proponents will be given written notice of this decision.

14.0 Conditions of RFSO and Proposal

By submitting a Proposal, the Proponent agrees to the following terms and conditions:

14.1 Proposal Ownership and Confidentiality

Proposals, once submitted, become the property of the LGCA. All Proposals will be kept in confidence by the LGCA, subject to such disclosure as may be required for internal approvals and process, or under the provisions of *The Freedom of Information and Protection of Privacy Act* or *The Personal Health Information Act* or other law, or to satisfy a court order.

14.2 Conflict of Interest

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

14.3 Proposal must be Unconditional

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

14.4 Cancellation of RFSO

The LGCA may cancel this RFSO at any time, with no liability whatsoever to any Proponent.

14.5 Amendment of RFSO

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

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14.6 **No Obligation to Accept Proposals/Award Contract**

The submission of a Proposal, the receipt of the Proposal by the LGCA, the opening of the Proposal, the evaluation of the Proposal or any one of these is not acceptance in any way whatsoever of the Proposal. A Proposal is not, in any way, a unilateral contract. A Proposal is an offer by the Proponent to the LGCA to provide the Services as set out in this RFSO.

The LGCA, in its entire discretion, may reject or accept a Proposal. The LGCA is under no obligation to accept any Proposal.

Without limiting the generality of the foregoing, the LGCA will have no obligation to accept a Proposal where only one Proposal is received if, in the judgment of the evaluation committee, the interests of the LGCA would be best served by not accepting the Proposal.

14.7 **Right to Reissue RFSO**

The LGCA reserves the right to reissue the RFSO where, in the LGCA's sole opinion, none of the Proposals submitted in response to the RFSO warrant acceptance or where it would not be in the best interests of the LGCA to accept any of the Proposals.

14.8 **Cost of Proposals**

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

14.9 **Governing Law**

This procurement will be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable.

Part 2 Description of Services Required

1.0 Scope of Work

1.1 The LGCA requires graphic design services. Projects will include designing various LGCA materials for digital use and printing, such as advertisements, forms, posters, handouts, reports, web banners and annual reports. Consultants will be expected to work collaboratively with the LGCA to ensure that all materials are designed to be consistent with the LGCA brand and visual identity guidelines, and to the size or other specifications required by the LGCA. All final design files must be provided to the LGCA in requested formats, and be either press-ready or ready for digital use, depending on the project.

2.0 Call-Up Procedure

2.1 The LGCA will maintain the Standing Offer List.

2.2 Services under the Standing Offer List will be requested on an “as and when requested” basis, at the discretion of the LGCA.

2.3 When, during the term of the Standing Offer Agreement, Services are required, the LGCA will initiate the call-up process by issuing a request for quotations (“RFQ”) to all Consultants on the Standing Offer List, inviting them to submit a quotation (“Quotation”) in response.

2.4 Call-ups under the Standing Offer may be initiated at any time during the term of the Standing Offer Agreement. The Statement of Work will indicate the period during which Services will be provided.

2.5 Qualifying for the Standing Offer List in no way guarantees that the Consultant will be asked to provide any Services.

3.0 Request for Quotations and Quotation

3.1 Each RFQ will contain more detailed information on the scope of Services required.

3.2 Each RFQ will request that the Consultant submit the following in their Quotation:

(a) Pricing:

PART 2 – DESCRIPTION OF SERVICES REQUIRED

The Consultant shall provide fixed costs for the specific Services.

Reimbursement of the Consultant's out-of-pocket expenses shall be in accordance with section 6.00 of the Standing Offer Terms and Conditions set out in Part 4 of this RFSO.

(b) Subcontractors:

The Consultant shall provide a complete list of partners and subcontractors whom the Consultant proposes to engage to perform the Services, if any, and the rationale for using these partners and subcontractors, as well as past history of working together.

(c) Additional Information:

The Consultant shall provide any additional information as may be requested by the LGCA in the RFQ.

3.3 The RFQ will outline the submission instructions for the Quotation, including the applicable submission deadline.

3.4 The LGCA will have no obligation to accept a Quotation where:

- (a) the prices exceed the available funds for the Services;
- (b) the prices are materially in excess of the prices received by the LGCA for similar Services in the past;
- (c) the prices are materially in excess of the LGCA's cost to perform the Services, or a significant portion thereof, with its own forces; or
- (d) in the judgment of the LGCA, the interests of the LGCA would best be served by not accepting a Quotation.

4.0 Statements of Work

4.1 Once a Quotation has been accepted, the LGCA will prepare a Statement of Work (SOW) in accordance with section 3.00 of the Standing Offer Terms and Conditions. The SOW must be executed by the authorized representatives of the Consultant and the LGCA before any Services are provided. A sample form of SOW is attached as Schedule "D" to the Standing Offer Terms and Conditions set out in Part 4 of this RFSO.

5.0 Office Space and Equipment

5.1 The Consultant shall provide office space, equipment and any supplies required to perform the Services.

PART 2 – DESCRIPTION OF SERVICES REQUIRED

6.0 Management by the LGCA

- 6.1 The LGCA shall be responsible for overall management of Service provision, which shall be performed by the Manager of Communications, Policy and Research and such other persons as may be appropriate.

PART 3 – FORMS

Part 3 Forms

Form A Offer Letter

Form B Status in Relation to the LGCA and Manitoba

Questions about how to fill out any of these forms?

Please contact the LGCA as identified in Part 1, section 7.1.

PART 3 – FORMS

FORM A Offer Letter (Page 1 of 3)

RFSO for Graphic Design Services RFSO #: _____

1. Proponent:

Full legal name of entity making Proposal

Usual business name of Proponent (if different from above)

Street

City Province Postal Code

Telephone number

2. Contact:

Contact Person Title

Address

Telephone number

Email

PART 3 – FORMS

FORM A Offer Letter (Page 2 of 3)

3. **Not-for-profit:** Is the Proponent a not-for-profit corporation?:
 Yes
 No
-
4. **Offer:** We have examined the RFSO for the Services, including any addendums, in its entirety, made the necessary investigations and offer to perform the Services in accordance with terms and conditions set out in the RFSO including the Standing Offer Terms and Conditions set out in Part 4 of the RFSO.
-
5. **Irrevocable:** This Proposal becomes irrevocable on the Submission Deadline and is open for acceptance for 120 days after the Submission Deadline.
-
6. **Standing Offer List:** If the LGCA conditionally accepts this Proposal and the conditions of acceptance are satisfied, the LGCA will sign the “Acceptance” at the bottom of this Offer Letter and return a fully-signed copy to the Proponent for its records.
-
7. **Call-up Process and Statements of Work:** The Proponent acknowledges that Services under the Standing Offer Agreement will be requested on an “as and when requested” basis, at the discretion of the LGCA, using the call-up process in Part 2, section 2 of this RFSO. If a Request for Quotations is issued and the Proponent submits a Quotation in response, which Quotation is accepted by the LGCA, the Proponent will be required to enter into a Statement of Work in the form set out in Schedule D of Part 4 of the RFSO with all the blank spaces therein filled in and completed by the LGCA before signing.
-
8. **Certification:** The Proponent certifies that all the statements and representations made in this Proposal are true and accurate to the best of the Proponent’s knowledge
-
9. **Signature(s):** The Proponent or the Proponent’s authorized representative(s).

Printed name

Signature

I have the authority to bind the Proponent.

Date

Printed name

Signature

I have the authority to bind the Proponent.

Date

PART 3 – FORMS

FORM A Offer Letter (Page 3 of 3)

ACCEPTANCE

RFSO for Graphic Design Services RFSO #: _____

The LGCA hereby accepts the Proposal submitted by the Proponent,

_____ (hereinafter called the “Consultant”),
(Insert legal name of Proponent)

and agrees that such acceptance shall constitute the binding Standing Offer Agreement between the LGCA and the Consultant, and the LGCA will place the Proponent’s name on the Standing Offer List for the Services.

The LGCA hereby confirms that the term of the Standing Offer Agreement will commence on April 24, 2019, and will end on March 31, 2022.

FOR THE LIQUOR, GAMING AND CANNABIS AUTHORITY OF MANITOBA:

Executive Director or duly authorized delegate

Print Name and Title

Date signed

PART 4 – STANDING OFFER TERMS AND CONDITIONS

FORM B Status in Relation to the LGCA and Manitoba

RFSO for Graphic Design Services RFSO #: _____

Failure to submit this Form as part of your Proposal will result in Proposal disqualification and your Proposal will receive no further consideration.

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

Part 1: Disputes or Pending Disputes with the LGCA or Manitoba

Do you or your proposed subcontractor(s) have any dispute or pending dispute with the Liquor, Gaming and Cannabis Authority of Manitoba or The Government of Manitoba?

Yes No

If your answer is "Yes" please describe:

Part 2: Monies owed to the LGCA or Manitoba

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

Yes No

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 No or Not sure

If your answer is "Yes" please describe:

Authorized representative

Printed name

Signature

Date

Part 4 Standing Offer Terms and Conditions

SECTION 1.00 DEFINITIONS, SCHEDULES AND INTERPRETATION

- 1.01 Where used in these Standing Offer Terms and Conditions and in the other documents forming part of the Agreement:
- (a) **“Agreement”** or **“Standing Offer Agreement”** means the combined documents consisting of these Standing Offer Terms and Conditions (including all schedules listed in subsection 1.03) together with the fully-signed “Acceptance” of the Offer Letter sent to the Consultant pursuant to section 12.4 of Part 1 of the RFSO, and the fully-signed Statement(s) of Work, if any.
 - (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 the LGCA, who will directly or indirectly provide Services under the Agreement.
 - (c) **“Proposal”** means the Consultant’s response to the RFSO, incorporated by reference as Schedule “B”.
 - (d) **“RFSO”** means RFSO # LGCA2019.01 the Request for Standing Offers for Design Services, issued by the LGCA on March 13, 2019, incorporated by reference as Schedule “A”.
 - (e) **“Services”** means the work and tasks set out in Part 2 of the RFSO, and further described in the applicable Statement of Work, required by the LGCA which will be delivered by the Consultant in accordance with the Agreement.
 - (f) **“Standing Offer List”** means the list of all Consultants who have met the requirements of this RFSO and who have been placed on the Standing Offer List and awarded Standing Offer Agreements.
 - (g) **“Statement of Work”** means the document, agreed to in writing by the LGCA and the Consultant, describing the Services to be provided by the Consultant, to be prepared by the parties in accordance with subsections 3.04 to 3.07 inclusive.
- 1.02 Words in the singular include the plural and words in the plural include the singular, as required by the context. The neutral gender includes the masculine and feminine genders as may be required.

PART 4 – STANDING OFFER TERMS AND CONDITIONS

1.03 These Standing Offer Terms and Conditions shall consist of this document and the following schedules:

- Schedule “A” – RFSO (incorporated by reference)
- Schedule “B” – Proposal (incorporated by reference)
- Schedule “C” – Protection of Personal Information
- Schedule “D” – Form of Statement of Work

1.04 In the event of any inconsistency or contradiction,

- (a) between the terms and conditions of this document and a Statement of Work, the terms and conditions of this document shall prevail;
- (b) 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;
- (c) 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 the other schedules; and
 - (ii) the terms and conditions of Schedule “A” - RFSO shall prevail over those in Schedule “B” - Proposal.

SECTION 2.00 TERM

2.01 The term of the Agreement will be for a period of approximately three (3) years. The commencement date and end date shall be confirmed in writing by the LGCA in the “Acceptance” in the Proponent’s Offer Letter.

2.02 A Statement of Work may be terminated prior to the end of the term of the Agreement in accordance with section 16.00.

2.03 If a Statement of Work has been agreed to by the parties prior to the expiry of the term of the Agreement, and that Statement of Work is agreed to be for a term which extends beyond the term of the Agreement, all applicable terms and conditions of the Agreement shall continue to apply to the Statement of Work until the Statement of Work expires, is terminated in accordance with section 16.00, or is completed, whichever occurs first.

SECTION 3.00 SERVICES TO BE PROVIDED, STATEMENTS OF WORK

Services to be Provided

3.01 The Consultant agrees to provide the Services on the terms and conditions set out in the Agreement.

PART 4 – STANDING OFFER TERMS AND CONDITIONS

- 3.02 The Agreement and the placement of the Consultant on the Standing Offer List shall not be construed as guaranteeing that any Services will be requested by the LGCA or that any Requests for Quotations will be issued by the LGCA. Services under the Agreement will be requested on an “as and when requested” basis, at the discretion of the LGCA.
- 3.03 The LGCA and the Consultant agree that any work performed by the Consultant outside the scope of the Agreement without the prior written approval of the LGCA shall be deemed to be gratuitous on the Consultant’s part, and the LGCA has no liability with respect to such work.

Statements of Work

- 3.04 If the LGCA wants the Consultant to provide Services under the Agreement, Manitoba and the Consultant will enter into a Statement of Work.
- 3.05 Each Statement of Work must be in the form of, and contain the information described in, Schedule “D”.
- 3.06 Each Statement of Work must be executed by authorized representatives of both parties.
- 3.07 Each Statement of Work shall incorporate by reference the provisions of these Standing Offer Terms and Conditions, together with all the schedules listed in subsection 1.03.

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 the Agreement;
 - (b) the Consultant understands and will ensure that each of its Designated Resources understands the LGCA's requirements under the 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 the Province of Manitoba or 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, the 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, the Agreement; and

PART 4 – STANDING OFFER TERMS AND CONDITIONS

- (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, the Agreement.

4.02 The Consultant acknowledges that the LGCA has entered into the Agreement relying on the above representations and warranties. The Consultant agrees to advise the LGCA of any event, condition or circumstance occurring during the term of the 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 the LGCA 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 the Agreement;
- (c) that it and the Designated Resources will perform all obligations and provide the Services in a professional manner satisfactory to the LGCA;
- (d) to provide the supervision, training, equipment and all other things necessary for the performance of the Services to the satisfaction of the LGCA;
- (e) to comply with all reasonable directions and requests of the LGCA; and
- (f) 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 AND EXPENSES

Fees

6.01 The Consultant agrees to perform the Services for the fees identified in the applicable Statement of Work, which fees shall be payable as set out in the said Statement of Work. The total fee set out in the applicable statement of work shall be 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, with the exception of such expenses as may be reimbursable in accordance with subsections 6.06 through 6.10. 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 the LGCA under the Agreement.

PART 4 – STANDING OFFER TERMS AND CONDITIONS

- 6.02 Invoices shall be submitted to the LGCA in accordance with the applicable Statement of Work. If the Services that are the subject of the invoice have been completed to the satisfaction of the LGCA, the LGCA 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 the LGCA 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 The LGCA certifies that the Services being provided by the Consultant pursuant to the Agreement are being purchased with Crown funds for the benefit of The Government of Manitoba and are, therefore, not subject to the federal goods and services tax ("GST"). The Consultant represents and warrants that GST has not been included or quoted, and will not be included or quoted, in any fees, prices or estimates, and covenants that it will not include GST in any invoice provided, or claim for payment made, under the Agreement.
- 6.05 Notwithstanding any other provision of the Agreement, the payment of fees by the LGCA is conditional upon the Consultant complying with its obligations under the Agreement.

Expenses

- 6.06 The LGCA will reimburse the Consultant for reasonable out-of-pocket expenses relating to the provision of the Services if:
- (a) prior written permission to incur the expenses was obtained from the LGCA; and
 - (b) the consultant provides satisfactory receipts of supporting documents to the LGCA.
- 6.07 Reimbursement to the Consultant for out-of-pocket expenses shall be in accordance with the amounts and guidelines set out in the General Manual of Administration for the Province of Manitoba.
- 6.08 The LGCA shall not reimburse the Consultant for any goods and services tax ("GST") or provincial sales taxes ("PST") or other taxes in respect of which the Consultant is entitled to a tax credit or refund (regardless of whether or not the credit or refund has been received).
- 6.09 The LGCA shall not be responsible for payment of any other expenses incurred by the Consultant in the performance of this Agreement.
- 6.10 Reimbursement of approved expenses shall be made upon receipt and approval by the LGCA of an invoice and satisfactory receipts or supporting documents, in accordance with the provisions of subsections 6.02 and 6.03.

PART 4 – STANDING OFFER TERMS AND CONDITIONS

SECTION 7.00 REPLACEMENT RESOURCES

7.01 The Consultant shall immediately notify the LGCA, in writing, in the event that any 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 the LGCA:

- (a) the Services provided by any of the Designated Resources are unsatisfactory, inadequate, or are improperly performed; or
- (b) any of the Designated Resources has failed to comply with any term or condition of the Agreement; or
- (c) any of the Designated Resources has violated or is about to violate the security of the LGCA or the confidentiality of any of the LGCA's information; or
- (d) any of the Designated Resources has behaved or is about to behave in a manner that may adversely affect the LGCA's operations;

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

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

- (a) the Consultant shall replace that Designated Resource with an individual acceptable to the LGCA, 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 the Agreement; and
- (b) the LGCA shall have the right to interview any proposed replacement person and the LGCA 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 the LGCA, all reference in the Agreement to "Designated Resources" shall be deemed to include the replacement person.

7.05 It is understood by both the LGCA and the Consultant that the replacement person will acquaint himself or herself with the Services to be provided and the terms of the Agreement prior to beginning to deliver the Services. The Consultant will exercise

PART 4 – STANDING OFFER TERMS AND CONDITIONS

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 three (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 The LGCA may request additional information about the ownership and control of the Consultant or its subcontractors at any time during the term of the Agreement. The 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.

Audit

8.03 The LGCA or the Auditor General of Manitoba, or any other person on behalf of the LGCA 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 the LGCA 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 cooperate fully in any audit.

SECTION 9.00 CONFIDENTIAL INFORMATION

9.01 While the 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 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 the LGCA:

(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

PART 4 – STANDING OFFER TERMS AND CONDITIONS

- (c) shall comply with any rules or directions made or given by the LGCA 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 comply with the requirements set out in Schedule “C” - Protection of Personal Information respecting collection, use, disclosure and protection of personal information.

SECTION 10.00 LGCA NOT LIABLE FOR INJURY ETC. TO CONSULTANT

- 10.01 The LGCA 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 the LGCA while acting within the scope of his or her employment.

SECTION 11.00 INDEMNIFICATION BY CONSULTANT

- 11.01 The Consultant shall use due care in the performance of the obligations under the 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 the Agreement, or the breach of any term or condition of the 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 the LGCA, its officers, employees and agents from and against all claims, liabilities and demands with respect to clauses (a) and (b).

PART 4 – STANDING OFFER TERMS AND CONDITIONS

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; and
- (c) errors and omissions liability insurance covering errors, omissions, or negligent provision of Services under the Agreement by the Consultant or its officers, employees, subcontractors or agents. Such insurance shall be maintained throughout the term of the Agreement and for not less than twelve (12) months after completion of the Services if the insurance policy is written on a claims-made basis, and shall provide coverage of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence or claim.

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

- (a) name the LGCA, 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 the LGCA; and
- (c) require the insurer to give the LGCA 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 the Agreement to lapse without giving 30 days' prior written notice to the LGCA.

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 the Agreement are insured under the Consultant's policies,

PART 4 – STANDING OFFER TERMS AND CONDITIONS

or alternatively, the Consultant shall ensure that any subcontractor engaged by the Consultant to perform the services under the Agreement obtains and maintains comparable coverage.

- 12.06 If the LGCA requests that the Consultant do so at any time during the term of the Agreement, the Consultant must submit to the LGCA 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) and the Consultant is required under that 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.
- 13.02 At the written request of the LGCA, at any time during the term of the Agreement, the Consultant must provide the LGCA with evidence, in a form satisfactory to the LGCA, of coverage and standing.
- 13.03 The Consultant must ensure that, where a subcontractor is required under *The Workers Compensation Act* (Manitoba) 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 the 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:
- (a) refer to, or permit any reference to, the Agreement or the Services in any advertising or promotional material;

PART 4 – STANDING OFFER TERMS AND CONDITIONS

(b) use the LGCA corporate name or logo in any advertising or promotional material;
or

(c) use the LGCA as a reference;

except with the prior written authorization of the LGCA.

SECTION 15.00 SUSPENSION OR EXTENSION

15.01 The LGCA may, at its sole option, from time to time, delay or suspend Services being provided under the Agreement, in whole or in part, in writing for such period of time as may, in the opinion of the LGCA, be necessary.

15.02 The LGCA 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 the 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

Termination of the Agreement

16.01 The LGCA 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 or the Statement of Work;

(b) the Consultant fails or refuses to comply with a verbal or written request or direction from the LGCA within 14 days of receiving the request or direction;

(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;

PART 4 – STANDING OFFER TERMS AND CONDITIONS

- (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 the LGCA, are prejudicial to the interests of the LGCA, or a department or agency thereof; or
- (j) there is a breach of any provision of the Agreement.

16.02 The LGCA 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. Termination of the Agreement will constitute termination of all existing Statements of Work.

Termination of a Statement of Work

16.03 The LGCA may, in its sole discretion, immediately terminate a Statement of Work in writing if:

- (a) in the opinion of the LGCA, the Services provided by the Consultant are unsatisfactory, inadequate, or improperly performed;
- (b) in the opinion of the LGCA, the Consultant has failed to comply with any term or condition of this Agreement or the Statement of Work; or
- (c) the Consultant is dissolved or becomes bankrupt or insolvent.

16.04 The LGCA may, in its sole discretion, terminate a Statement of Work at any time by giving at least thirty (30) days' written notice to the Consultant. Termination of a Statement of Work will not constitute termination of this Agreement or any remaining Statements of Work.

Effect of Termination

16.05 Upon the expiry or earlier termination of the Agreement or a Statement of Work, the Consultant shall cease to provide or deliver any further Services, and shall deliver to the LGCA any finished work that has not been delivered and accepted prior to termination, together with any materials and work in progress relating to the Agreement or the Statement of Work or both (as the case may be). The LGCA shall be under no obligation to the Consultant other than to pay, upon receipt of an invoice and supporting documentation satisfactory to the LGCA, such compensation as the Consultant may be entitled to receive under the Agreement or the Statement of Work or both (as the case may be) for work completed to the satisfaction of the LGCA up to the effective date of termination.

PART 4 – STANDING OFFER TERMS AND CONDITIONS

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 the LGCA, and shall be delivered or assigned without cost to the LGCA upon request or when the Agreement is terminated or expires or when the Services have been completed, whichever is the earliest.
- 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 the LGCA, and shall execute any additional documents, in a form satisfactory to the LGCA, which may be required to evidence this waiver. Upon the LGCA's request, the Consultant further agrees to obtain from each of its officers, employees, subcontractors and agents written waivers, in a form satisfactory to the LGCA, of all their moral rights in such information, documents and materials in favour of the LGCA.
- 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 the LGCA.
- 17.04 Any equipment, materials, and supplies provided by the LGCA to the Consultant for use in the provision or delivery of the Services or the terms of the Agreement shall remain the property of the LGCA 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 the LGCA and the Consultant or between the LGCA 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.

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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 the LGCA, 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 the LGCA 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.

SECTION 19.00 EXCUSABLE DELAY

19.01 The Consultant shall notify the LGCA, 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 the LGCA, 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 the LGCA. The LGCA 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 These Standing Offer Terms and Conditions (including all schedules listed in subsection 1.03) together with the fully-signed "Acceptance" of the Offer Letter sent to the Consultant pursuant to Section 12.4 of Part 1 of the RFSO and the fully-signed Statement(s) of Work (if any), contain the entire agreement between the parties. There

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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 the Agreement, including section 9.00 (Confidential Information), section 10.00 (LGCA not Liable), section 11.00 (Indemnification by Consultant) and subsection 16.05 (Effect of Termination), shall survive the expiration or termination of the Agreement.

SECTION 26.00 WAIVER

26.01 Any waiver by the LGCA of any failure, default or breach under the 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 the Agreement shall be in writing and shall be sufficiently given if delivered or sent by pre-paid registered mail or by email (where applicable), and addressed or sent as specified below:

- (a) Notices or other communications respecting default or termination shall be delivered or sent by pre-paid registered mail only:
 - (i) To the LGCA:

Liquor, Gaming and Cannabis Authority of Manitoba
1055 Milt Stegall Drive
Winnipeg, Manitoba R3G 0Z6
 - (ii) To the Consultant, at the address set out in the Offer Letter in the Consultant's Proposal.
- (b) All other notices or communications shall be delivered, sent by pre-paid registered mail, or sent by email:
 - (i) To the LGCA:

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Liquor, Gaming and Cannabis Authority of Manitoba
1055 Milt Stegall Drive
Winnipeg, Manitoba R3G 0Z6
Email: procurement@LGCAMB.ca

- (ii) To the Consultant, at the address set out in the Offer Letter in the Consultant's Proposal, or by email at: _____.

28.02 If mail service is disrupted by labour controversy, notice shall be delivered or sent by email (where applicable).

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 email on a business day of the addressee, and if not sent by email on a business day of the addressee, on the next business day of the addressee.

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

28.05 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.

- End of Standing Offer Terms and Conditions -

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Schedule “A” – RFSO

Request for Standing Offers for Graphic Design Services, incorporated by reference.

Schedule “B” – Proposal

Consultant’s Response to the Request for Graphic Standing Offers for Design Services, incorporated by reference.

Schedule “C” – Protection of Personal Information

This is Schedule "C" to the Standing Offer Terms and Conditions for Graphic Design Services.

Definition of personal information

1.01 In this Schedule and in the 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 the Agreement, in whatever manner, form or medium;
- (b) apply whether the personal information was received, collected or acquired before or after the commencement of the Agreement; and
- (c) continue to apply after the termination or expiration of the Agreement.

Collection of personal information by the Consultant

1.03 The Consultant recognizes that, in the course of carrying out its obligations under the Agreement, the Consultant may receive personal information from the LGCA 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 the 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:

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

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- (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 the 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 the 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 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 the 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:

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- (a) to the LGCA, and to the LGCA's officers, employees and agents, for the purposes of the 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 Schedule, the Consultant shall not:

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

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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 the 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 the Agreement,
 - (ii) ensure that the personal information is protected by a series of passwords to prevent unauthorized access, and
 - (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 the 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

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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 the LGCA 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 the LGCA 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 the LGCA 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 the LGCA or is required by the 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 the LGCA

- 1.20 The LGCA 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 the LGCA and its representatives access, at all reasonable times, to the Consultant's 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

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information to risk of unauthorized use, disclosure or destruction, the Consultant shall take reasonable steps to promptly correct the deficiencies to the LGCA's satisfaction.

Destruction of personal information on expiration or termination of Agreement

1.22 On expiration or termination of the Agreement for any reason, the Consultant shall, unless otherwise directed by the LGCA, 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 email number,
 - (c) information about the individual's age, sex, sexual orientation, marital or family status,
 - (d) information about the individual's ancestry, race, colour, nationality, or national or ethnic origin,
 - (e) information about the individual's religion or creed, or religious belief, association or activity,
 - (f) personal health information about the individual,
 - (g) the individual's blood type, fingerprints or other hereditary characteristics,
 - (h) information about the individual's political belief, association or activity,
 - (i) information about the individual's education, employment or occupation, or educational, employment or occupational history,
 - (j) information about the individual's source of income or financial circumstances, activities or history,
 - (k) information about the individual's criminal history, including regulatory offences,
 - (l) the individual's own personal views or opinions, except if they are about another person,
 - (m) the views or opinions expressed about the individual by another person, and
 - (n) an identifying number, symbol or other particular assigned to the individual.

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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.

Schedule “D” – Form of Statement of Work

This is Schedule "D" to the Standing Offer Terms and Conditions for Design Services.

Standing Offer Agreement for: **Graphic Design Services**

Effective Date of Agreement: _____

Parties to the Agreement: **Liquor, Gaming and Cannabis Authority**
Manitoba (the “LGCA”)

of _____ (the “**Consultant**”)

and _____ (the “**Consultant**”)

Statement of Work (SOW) #: _____

1. This SOW incorporates by reference:

- (a) the Agreement referenced above, including the Standing Offer Terms and Conditions and all schedules thereto;
- (b) the Request for Quotations issued by the LGCA on _____ (the “RFQ”); and
- (c) the Quotation submitted by the Consultant in response to the RFQ (the “Proposal”).

2. **Services and Deliverables to be Provided:**

Deliverables to be provided by no later than: [insert date(s)]

3. **Term of Statement of Work:** This Statement of Work shall commence on the date it is signed by the last party to sign it and shall continue until all Services have been performed and deliverables have been provided by the Consultant, and payments made, subject to its earlier termination in accordance with Section 16.00 of the Standing Offer Terms and Conditions.

4. **Consultant’s Designated Resources:** [identify the individual(s) who will be providing the Services under this SOW].

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- 5. **The LGCA’s Responsibilities:** [describe, if applicable].

- 6. **Consultant’s Fees:** [identify fees and whether payable on a time and materials basis or a fixed fee basis; if payable on a time and materials basis, set out the applicable rates].

- 7. **Payment Terms / Schedule:** [describe when the Consultant will submit its invoices to the LGCA, if different from section 6.00 of the Agreement].

- 8. **Additional Provisions:** [describe, if applicable].

Agreed to this _____ day of _____, 20_____.

Signed in the presence of:

**FOR THE LIQUOR, GAMING AND CANNABIS
AUTHORITY OF MANITOBA**

Witness

Authorized Signature

Date: _____

Signed in the presence of:

FOR THE CONSULTANT

Witness

Authorized Signature

Date: _____