

PART D

SUPPLEMENTAL CONDITIONS

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GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".
- D1.1 In addition to the *General Conditions*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. DEFINITIONS

- D2.1 When used in this Request for Proposal:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**may**" indicates an allowable action or feature which will not be evaluated;
 - (c) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
 - (d) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
 - (e) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Proposals;

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
- Jack Stafford
Manager of Technology Based Innovations
2nd floor 395 Main Street
- Telephone No. (204) 986-5271
Facsimile No. (204) 986-3706

D4. NOTICES

- D4.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D4.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D4.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D4.4, D4.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D4.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D4.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D5.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D5.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D5.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D6. SCOPE OF WORK

- D6.1 The Work to be done under the Contract shall consist of supply and Installation of Business Application Software - Recreation Program Registration, Facility and Amenities Booking and Membership Management System to manage the planning, implementation, management, daily

operation and evaluation of the full range of services provided the City of Winnipeg – Community Services Department's Community Development and Recreation Services Division.

D6.2 The major components of the Work are as follows:

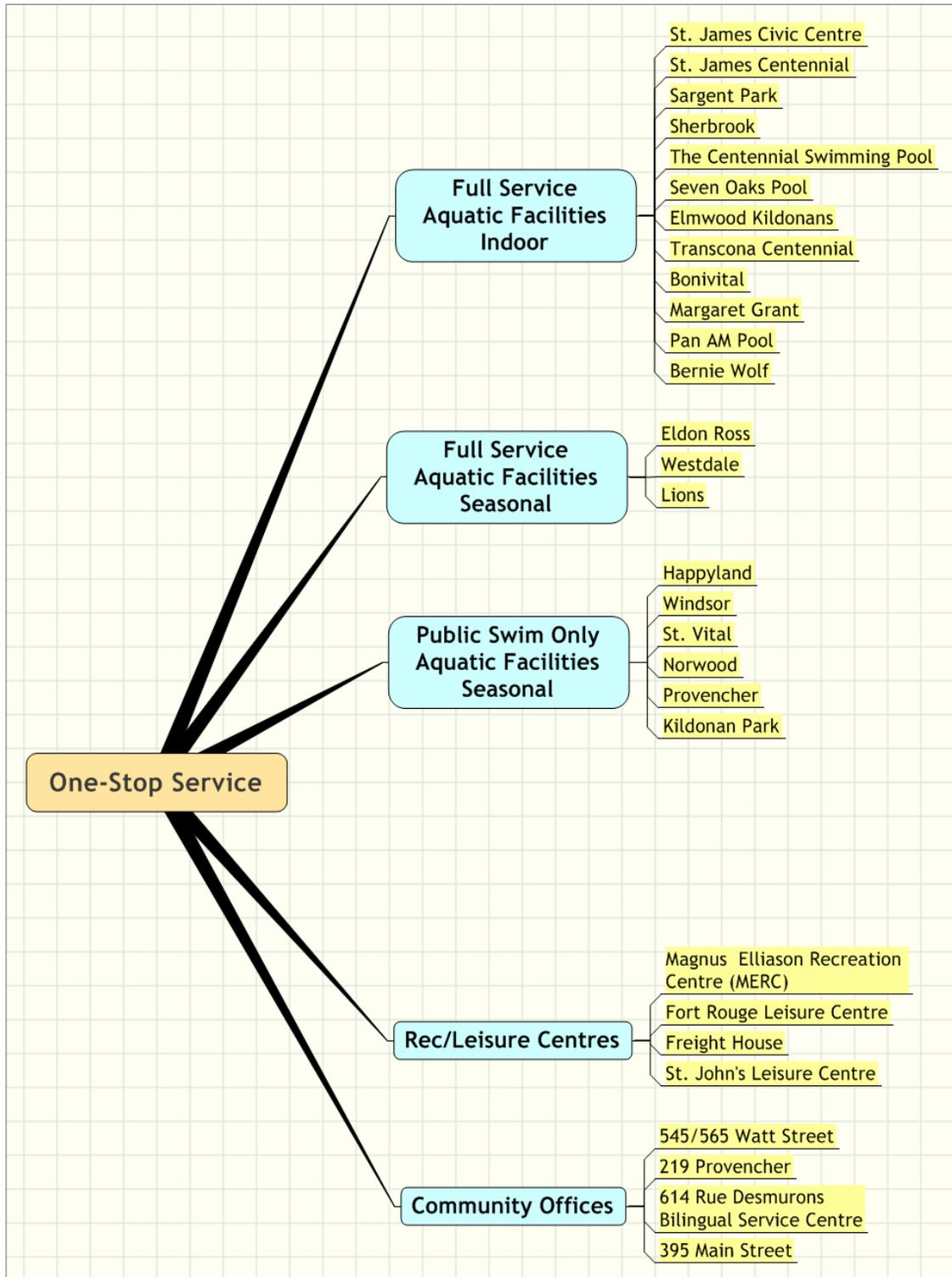
- (a) Analysis of Registration, Booking and membership processes currently in use, and recommendation of best practices appropriate to each function.
- (b) Development of a migration to best practices strategy
- (c) Provision of Software.
- (d) Installation / Deployment of software
- (e) Training of staff, including technical staff, and provision of documentation
- (f) Development and Implementation of Support options.
- (g) Hardware Recommendations (Optional) including IVR/Touch Tone Response units.

D7. BACKGROUND

D7.1 This project will provide access to recreation services in an efficient and effective manner by capitalizing on the opportunities afforded by e-Government. Its goals are focused around re-engineering the customer relationship and gaining advantage from modern technologies.

D7.2 The project will implement best practices, performance metrics for program planning and evaluation, improved financial reporting, and tools for evaluating program effectiveness at the neighbourhood and community level.

D8. SERVICE DELIVERY LOCATIONS



D9. ONE STOP SERVICE DELIVERY SITES – WORKLOAD SAMPLE FOR 2003

Program Participation, Customer Load and Revenue Statistics			
Activity Type	# of programs	# of participants	Revenue
Recreation Programs (Registered Users)	3,905	32,267	\$1,529,051
Indoor Aquatic Site Swim Programs (Registered Users)	10,475	69,791 registrants 335,402 turnstile clicks	\$2,334,331 pre-accruals
Indoor Aquatic/Rec Site Fitness Programs (Registered Users)	1300	161,548 turnstile clicks	\$570,740 pre-accruals
Seasonal Aquatic Site Swim Programs	463	2,572 turnstile clicks	\$16,952
Indoor Public Swim (Drop In)	n/a	636,908 turnstile clicks	\$3,949,094
Seasonal Public Swim (Drop In)	n/a	48,911 turnstile clicks	\$113,9874
Indoor Aquatic Site On-site Rentals	n/a	143,525 turnstile clicks	\$128,016 pre-accruals
Outdoor Aquatic Site On-site Rentals	n/a	3,620 turnstile clicks	\$239 pre-accruals
Aquatic Facility Merchandise Sales	n/a	n/a	\$33,617
Facility and Amenity Bookings	1,685 agreements	79,000 rental slots	\$2,550,000
Youth Action Centres (Drop In)	94	55,113 Visits	n/a
Free Play Program (Drop In)	75	30,952 Visits	n/a
Accruals adjustments are made at yearend for in accordance with GAAP for the purposes of financial reporting. The actual cash value of transactions carried out is reflected in the above for all aquatic facilities which at present do not automatically make the accrual adjustment. From a system load point of view the cash value of annual transactions reflects the actual workload for 2003			

D10. ONE STOP SERVICE DELIVERY SITES – CURRENT INFRASTRUCTURE

CMS Networks					
Sites	WAN Connected	WAN Connection Speed/Type	Network Connection Device	LAN Hardware	LAN Speed
Aquatic					
Full Service Indoor					
St.James Civic Center	yes	3mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
St.James Centennial	yes	3mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
Sargenet Park	yes	3mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
Sherbrook	yes	3mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
NE Centennial	yes	1.5mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
Seven Oaks	yes	3mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
Elmwood Kildonan	yes	3mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
Transcona Centennial	yes	3mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
Bonivatal	yes	3mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
Margaret Grant	yes	3mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
Pan Am	yes	1.5mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
Bernie Wolfe	no	na	na	na	na
Full Service Seasonal					
Eldon Ross	yes	3mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
Westdale	no	na	na	na	na
Lions	no	na	na	na	na
Public Swim Only Seasonal					
			na	na	na
Happyland	no	na	na	na	na
Windsor	no	na	na	na	na
St. Vital	no	na	na	na	na
Norwood	no	na	na	na	na
Provencher	no	na	na	na	na
Kildonan Park	no	na	na	na	na
Rec/Leisure Centres					
MERC	yes	3mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
Fort Rouge	yes	Backbone/Fibre 10mb/sec	Cisco	Cisco	10mb/sec
Freight House	no	na	na	na	na
St. Johns's	yes	3mb/sec DSL/VPN	Nortel Contivity 100	NetGear	100mb/sec
Community Offices					
545/565 Watt**	yes	3mb/sec DSL/VPN	Nortel	NetGear	100mb/sec
219 Provencher	yes	Backbone/Wireless 10mb/sec	Cisco	Cisco	100mb/sec
614 DesMeurons	yes	Backbone/Wireless 10mb/sec	Cisco	Cisco	100mb/sec
395 Main Street	yes	Backbone/Fibre 100mb/sec	Cisco	Cisco	100mb/sec
**545 Watt has a parallel Test MTS Teleworks Backbone connection to the City of Winnipeg backbone.					

Note: Alternative, higher bandwidth, communications strategies for connection to the City of Winnipeg's WAN are presently under review.

D11. TECHNICAL BACKGROUND

D11.1 Local Area Networks

- (a) The City utilizes 2 Windows 2000 Active Directory forests for Enterprise directory services. The City mainstream File and Print Servers are running Windows 2000 Server or Windows Server 2003 with a few legacy servers still using the Novell Netware.

D11.2 Desktop and Portable PC Environment

- (a) Desktop users primarily run PCs from a variety of vendors (mostly HP and IBM). Many of these operate in a Windows 2000 Professional, Windows XP Professional, Windows XP Pro Tablet and/or Windows CE environment with a limited number of PCs running Windows 9x, Windows NT 4 Workstation or Mac OS. The City also has Laptop, Tablet PC and iPaq devices.
- (b) The City has standardized on MS Office and MS Internet Explorer for office productivity and MS Exchange 2000 and Outlook 2000/XP/2003 for E-mail with an SMTP gateway to the internet. A variety of spreadsheet and database applications are used in the City and several custom applications have been written on these platforms.

D11.3 Security

- (a) The City has Nokia Firewall appliances and a DMZ environment to secure its network and IT assets. It also has Symantec NAV 7.6 as its Enterprise anti-virus solution. An RSA ACE authentication server and the use of RSA Secure ID hard tokens enforce strong authentication for VPN and dial-in access.

D11.4 Database Servers and Software

- (a) The City's Enterprise database servers are primarily departmental-sized HP/Intel servers running MS Windows 2003 and Oracle 9i SE. Throughout the organization a variety of PC based databases are in use, including FoxPro, Dbase, Paradox, and Access/MSDE, as well as other departmental database such as MS SQL Server and IBM UDB.

D11.5 Internet/Intranet/Extranet

- (a) The City's Enterprise Internet/Intranet servers are primarily Compaq/Intel servers running MS Windows 2003 and MS IIS 6.0. Applications are written with ASP, COM and .Net and secured with AD security (or application based security if the user population is too large).

D11.6 GIS – Land Based Information Systems

- (a) The City's GIS application servers are primarily Compaq/Intel servers running MS Windows 2003, MS IIS 6.0 and GeopMedia WebMap Version 5 and Compaq/Intel servers running MS Windows 20003 and Oracle 9i SE (for spatial data).

D11.7 Systems Management

- (a) The City uses BMC Patrol 3.2 and Microsoft Operation Manager 2000 (MOM 2000) for Enterprise performance/availability management. Plans are underway to extend capacity planning and service level management. The City also uses Remedy ARS Helpdesk for Enterprise problem/change management. Full life cycle IT asset management is planned as well as integration with the help desk and ERP. A number of departments have implemented their own Help Desk/Asset Management and Problem Management systems. Majority of Windows servers and PCs are using various internal SUS (Systems Update Services) servers for system updates. A plan to migrate SUS to WUS (Windows Update Service) for consolidating the Windows, Exchange, SQL and Office systems updates is set for mid of 2005.

D11.8 Backup/Recovery and Storage Management

- (a) The City has IBM TSM for Enterprise back-up/recovery solutions for the distributed computing platforms and applications (utilized by most departmental systems). A process is underway to implement D2D2T (Disk to Disk to Tape) backup/recovery solution for enhancing the TSM service. Currently all Enterprise servers use locally attached storage (some with RAID arrays) except the ERP systems which utilize a HP EVA 5000.

D11.9 Printing

- (a) An IBM InfoPrint/WIN2003 system is used to cluster a pool of HP LJ9000/8100 Printers to provide remote mainframe and high volume distributed computing platform printing service (i.e. Water Work Bills, Assessment Notices, Property Tax Bills). Many department sites currently using the applications have printers installed for hard copy output. The plotters and printers are all network attached using TCP/IP protocols. The City's Print Shop also run a high volume Digital Print Solution for B/W and Color papers with editing and finishing package capabilities.

D11.10 ERP System

- (a) The City has implemented PeopleSoft Version 8 Financial, Human Resources and Enterprise Planning functionality to address its ERP requirements. All major financial and HR systems within the City integrate with the PeopleSoft environment.

D11.11 Communications Network

- (a) The City of Winnipeg Backbone Network Infrastructure is the framework that will allow data communications between the City departments regardless of their location (currently over 150 buildings). All devices connected through the Backbone can communicate with each other. A variety of internetworking technologies are used in the Backbone Network Infrastructure. These range from 10/100/1000BaseT fibre optic connectivity for buildings with large LANs, 11 Mbps fixed wireless for medium sized LANs and 1 Mbps ADSL over VPN connections for small LANs.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D13. INSURANCE

- D13.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, to remain in place at all times during the performance of the Work.
- D13.2 Deductibles shall be borne by the Contractor.
- D13.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.
- D13.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D14. SECURITY CLEARANCE

- D14.1 Each individual proposed to perform Work under the Contract within City facilities or on private property shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence.

- D14.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.
- D14.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.
- D14.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D14.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

SCHEDULE OF WORK

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D15.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the insurance specified in D13;
 - (iii) the security clearances specified in D14.
- D15.3 The Contractor shall negotiate with the Contract Administrator, within 30 days after receipt of the letter of intent, a mutually acceptable commencement date of the Work.
- D15.4 The Contractor shall provide the name of the project manager assigned to the City prior to commencement of Work and shall not change project managers without the prior consent of the Contract Administrator.

D16. CRITICAL STAGES

- D16.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) The successful completion of a full software installation at the Central Bookings Office including full functioning of Internet, eCommerce and IVR services;
 - (b) The successful completion of phase one limited roll out a Full Indoor Service Aquatic Site (the Pan Am Pool), a Rec/Leisure Centre (St. John's) and a Community Office (Bilingual Service Centre);
 - (c) The successful completion of system wide roll out.

D17. TOTAL PERFORMANCE

- D17.1 The Contractor shall achieve Total Performance within one hundred and twenty (120) consecutive Calendar Days of the commencement of the Work as specified in D15.
- D17.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D17.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

MEASUREMENT AND PAYMENT

D18. PAYMENT SCHEDULE

- D18.1 Further to GC.9.03, payment shall be in accordance with the following payment schedule:
- (a) 30 % after completion of software installation proving a stable, working product as specified for the Central Bookings Office.
 - (b) 30 % after successful completion of the phase one roll out to the Pan Am Pool, St. John's Leisure Centre and the Bilingual Service Centre.
 - (c) 30 % after complete system roll out;
 - (d) 10 % will be held until after 30 days of stable operation.

WARRANTY

D19. WARRANTY

- D19.1 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- D19.2 Notwithstanding GC.10.01, GC.10.02 and D19.1, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.