

# THE CITY OF WINNIPEG

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 232** 

PROVISION OF OPENTEXT/HUMMINGBIRD TRAINING AND CONFIGURATION

# **TABLE OF CONTENTS**

PAR	RT A - BID SUBMISSION	
	Form A: Bid Form B: Prices	1 3
PAR	RT B - BIDDING PROCEDURES	
	B1. Contract Title B2. Submission Deadline B3. Enquiries B4. Addenda B5. Substitutes B6. Bid Submission B7. Bid B8. Prices B9. Qualification B10. Credentials and references B11. Training B12. Opening of Bids and Release of Information B13. Irrevocable Bid B14. Withdrawal of Bids B15. Evaluation of Bids B16. Award of Contract	1 1 1 1 2 3 3 4 4 5 5 5 6 6 6
PAR	RT C - GENERAL CONDITIONS	
(	C0. General Conditions	1
PAR	RT D - SUPPLEMENTAL CONDITIONS	
     	General D1. General Conditions D2. Scope of Work D3. Definitions D4. Contract Administrator D5. Contractor's Supervisor	1 1 1 1 2
I	Submissions D6. Authority to Carry on Business D7. Insurance	2
ı	Schedule of Work  D8. Commencement  D9. Termination	3
	Control of Work D10. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	3
I	Measurement and Payment D11. Payment D12. Payment Schedule	3
	<b>Warranty</b> D13. Warranty	3
PAR	RT E - SPECIFICATIONS	
   	General E1. Applicable Specifications and Drawings E2. Services E3. Analysis and Configuration E4. Training	1 1 1 1

# **PART B - BIDDING PROCEDURES**

#### **B1.** CONTRACT TITLE

B1.1 PROVISION OF OPENTEXT/HUMMINGBIRD TRAINING AND CONFIGURATION

# **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 30, 2007.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

#### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

# B4. ADDENDA

- B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.
- B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

# **B5.** SUBSTITUTES

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
  - (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance:
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
  - B5.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
  - B5.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
  - B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

# **B6.** BID SUBMISSION

- B6.1 The Bid shall consist of the following components:
  - (a) Form A: Bid;
  - (b) Form B: Prices;
  - (c) Credentials and references; and
  - (d) Training plan.
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg Corporate Finance Department Materials Management Branch 185 King Street, Main Floor Winnipeg MB R3B 1J1

- B6.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
  - B6.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
  - B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

#### B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
  - (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
  - B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
  - B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
    - (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder:
    - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
    - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
    - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B7.4.2 All signatures shall be original.
  - B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

#### B8. PRICES

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
  - B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
  - B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

# **B9. QUALIFICATION**

- B9.1 The Bidder shall:
  - (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.

- B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

# **B10.** CREDENTIALS AND REFERENCES

- B10.1 The Bidder shall be an authorized provider of Opentext Hummingbird training.
- B10.2 The Bidder shall submit a list of a minimum of 3 relevant credentials and references of recent work of similar size and scope.
- B10.3 The Bidder shall submit evidence of authorization for Hummingbird/OpenText 6.0 installation, and evidence of certification for training Hummingbird/OpenText 6.0.

# **B11. TRAINING**

- B11.1 The Bidder shall submit pricing for:
  - (a) Users for Document Management, Records Management and Workflow.
  - (b) Power Users for Document Management; and
  - (c) Power Users for Workflow Training.
- B11.2 The Bidder shall submit a training plan and schedule which takes into account user availability due to work schedules, vacations.
- B11.3 For the purpose of evaluation, the training shall be one half (1/2) day long session, at a city provided facility in the City of Winnipeg.
- B11.4 The Bidder should submit pricing for additional training of power users for Document Management, Records Management and Workflow.

# B12. OPENING OF BIDS AND RELEASE OF INFORMATION

- B12.1 Bid Submissions will not be opened publicly.
- B12.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.
- B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results)

- page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.
- B12.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

# **B13.** IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

# **B14. WITHDRAWAL OF BIDS**

- B14.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
  - (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
  - B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

# **B15. EVALUATION OF BIDS**

- B15.1 Award of the Contract shall be based on the following bid evaluation criteria:
  - (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
  - (c) Credentials and References (10%)(d) Training (10%)
  - (e) Total Bid Price; (80%) and
  - (f) economic analysis of any approved alternative pursuant to B5.
- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive

- technical requirements or minor informalities or irregularities if the interests of the City so require.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B15.4 Further to B15.1(c), the Bidders shall be evaluated based on their demonstrated strength and abilities in the credentials and references submitted.
- B15.5 Further to B6.1(d) the Bidders training plan will be evaluated based on their submission.
- B15.6 Further to B15.1(e), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B15.6.1 If there is any discrepancy between the Bid Price written in figures, the Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
  - B15.7 This Contract will be awarded as a whole.

#### **B16.** AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
  - (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
  - B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
  - B16.4 Notwithstanding C4.1, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
  - B16.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

# **PART C - GENERAL CONDITIONS**

# CO. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.
  - C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix "C" designates a section, clause or subclause in the *General Conditions for Supply of Services*.

# **PART D - SUPPLEMENTAL CONDITIONS**

#### **GENERAL**

# D1. GENERAL CONDITIONS

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

# D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the configuration of OpenText Hummingbird software for deployment in the City Clerk's Department. The work will be undertaken in the Department's Central Offices at 510 Main Street and at Archives and Central Control, 380 William Avenue.
- D2.2 The major components of the Work are as follows:
  - (a) Analysis of business processes to determine configuration requirements and optimum configuration of the software components.
  - (b) Determine configuration requirements to address business requirements.
  - (c) Software configuration.
  - (d) Business process requirements gathering.
  - (e) Installation of DB connectivity software.
  - (f) The provision of certified training on the OpenText Hummingbird Software for Document Management, Records Management, and Workflow Components for administrator and end-users.

# D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
  - (a) **Training:** means the acquisition of knowledge, skills, and competencies as a result of the teaching of practical skills and knowledge related to the use of the Hummingbird software.
  - (b) **Records Management:** means identifying, classifying, archiving, preserving, retraining, and destroying documents.
  - (c) End-User: means staff who will operate the software for the purposes of document/records management activities.
  - (d) **Certified Training:** training by an instructional expert that is authorized to deliver training that is based on the Official OpenText suite of learning products and is able to ensure a superior learning experience for City of Winnipeg staff.
  - (e) Power User: means a user who has special skills and aptitude over and above those possessed by an end-user.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Gerry Berkowski

Assistant Deputy City Clerk 510 Main Street Winnipeg, Manitoba R3B 1B9 Telephone No.(204) 986-2893 Facsimile No. (204) 947-3452 Email: gberkowski@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

# D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

# **SUBMISSIONS**

#### D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

# D7. INSURANCE

- D7.1 The Contractor shall provide and maintain the following insurance coverage:
  - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, 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 C4.1 for the return of the executed Contract.
- D7.4 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.
- D7.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

# **SCHEDULE OF WORK**

# D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work on the Site until:
  - (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D6;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) evidence of the insurance specified in D7; and
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

# D9. TERMINATION

D9.1 The work shall be completed by March 31, 2008.

# **CONTROL OF WORK**

# D10. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D10.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

# **MEASUREMENT AND PAYMENT**

# D11. PAYMENT

D11.1 Further to C11, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### D12. PAYMENT SCHEDULE

D12.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

#### WARRANTY

# D13. WARRANTY

D13.1 Warranty is as stated in C12.

# **PART E - SPECIFICATIONS**

#### **GENERAL**

# E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

# E2. SERVICES

E2.1 The Contractor shall provide in accordance with the requirements hereinafter specified.

# E3. ANALYSIS AND CONFIGURATION

- E3.1 Provide professional services to review processes and information required to configure OpenText Document Management, Records Management and Workflow Management Products.
  - (a) Implement configuration by
    - (i) Creating a test system.
    - (ii) Review and demonstrate with the City Clerk's Department how the business requirements will be incorporated into the Products.
    - (iii) Provide options.
    - (iv) Reconfigure the system as directed by the City Clerk's Department.
- E3.2 Implement Document Management for 50 users, Records Management for 4 power users, and Workflow Training for 2 power users including:
  - (i) Supply of all course materials including agendas, instructor participant ratios, user manuals, quick reference guides;
  - (ii) Customization of training courses to suit City Clerk's requirements.

# E4. TRAINING

- (a) The training plan shall include pricing for additional training of power users for Document Management, Records Management and Workflow.
- (b) The training plan and schedule shall take into account user availability due to work schedules, and vacation.