



THE CITY OF CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 285-2010

**REQUEST FOR PROPOSALS FOR THE PROVISION OF A UTILITY
COORDINATION SYSTEM**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSALS FOR THE PROVISION OF A UTILITY COORDINATION SYSTEM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. City of Winnipeg time, November 8, 2010.

B2.2 Proposals 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 D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, 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 Request for Proposal 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 Request for Proposal 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. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 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.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.City of Winnipeg.ca/matmgt/bidopp.asp](http://www.CityofWinnipeg.ca/matmgt/bidopp.asp)
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6. SUBSTITUTES**
- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 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 material, equipment, method or product 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 Contract;
 - (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 Contract.
- B6.5 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.
- B6.6 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.
- B6.6.1 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.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 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 B17.1.

- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B17.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Form N: Questionnaire.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Proposal 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, to constitute a responsive Proposal.
- B7.3.1 Bidders should submit one (1) unbound original (marked "original") and four (4) copies.
- B7.4 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:
- The City of City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
City of Winnipeg MB R3B 1J1

B8. PROPOSAL

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal 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.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal 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 and the corporate seal, if the corporation has one, should be affixed;
- (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.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 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.

- B10.2 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 City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.City of Winnipeg.ca/matmgt/debar.stm>
- B10.3 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);
- B10.4 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.
- B10.5 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.

B11. FORM N: QUESTIONNAIRE

- B11.1 The Bidder shall complete Form N: Questionnaire.

B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B12.1 Proposals will not be opened publicly.
- B12.2 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 City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.City of Winnipeg.ca/matmgt>
- B12.3 To the extent permitted, the City shall treat all Proposals as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13. IRREVOCABLE OFFER

- B13.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B13.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B14. WITHDRAWAL OF OFFERS

- B14.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal 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: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, 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 Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Proposal withdrawn.

B14.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer 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. INTERVIEWS

B15.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B16. NEGOTIATIONS

B16.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B16.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B16.3 If, in the course of negotiations pursuant to B16.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B17. EVALUATION OF PROPOSALS

B17.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10:
 - (i) mandatory qualifications (pass/fail);
- (c) Total Bid Price 50 %
- (d) Form N: Questionnaire 50 %
- (e) economic analysis of any approved alternative pursuant to B6.

B17.2 Further to B17.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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

Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B17.3 Further to B17.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he is responsible and qualified.

B17.4 Further to B17.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

B17.5 Further to B17.1(d), Form N: Questionnaire will be evaluated based on the information submitted.

B17.6 This Contract will be awarded as a whole.

B17.7 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.1(a) and B17.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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 Proposals are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, 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 Proposal 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.

B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B17.

B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.City of Winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply of Goods*, 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 a utility coordination system that will bring together the Work of all of the City's internal municipal departments and the outside utility companies that work in the streets of the City of Winnipeg from award of Contract to December 31, 2011 with the option of three (3) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The major components of the Work are as follows:

- (a) The goal is to have a system that maps out when and where each different projects and city event will take place in the city. The system would take this constantly changing data and identify each group with their conflicts with both their own department and others.
- (b) This solution must be a hosted solution so that entities outside the city will not have to come over the city's firewall to keep its data up-to-date. As a hosted solution, the City desires that any user can access this system from any computer with internet access with a user name and password.
- (c) This solution must be able to accept imports from different existing work-order-management systems or project management systems, but must also be able to accept simple spread sheets imports or even manual updates into the application.
- (d) The goal of the city is to have each project manager keep their individual projects up-to-date. To accomplish this, the user interface must be extremely user friendly so that individuals with very little technical aptitude can enter, update, and map their projects in the system very quickly and easily without technical training.
- (e) A separate map of completed paving projects over the last five (5) years must be kept up-to-date automatically to inform all utilities and internal department of streets that cannot be cut into (moratorium streets). Conflicts would be generated from this page as well.
- (f) With the projects being kept current by all the individual users, the system must be able to generate conflicts, in real-time, on a separate map from the existing projects. The Conflicts must include:
 - (i) Conflicts with two projects in the same location at the same time.
 - (ii) Conflicts with underground projects happening within a five (5) year period of a paving project being completed (moratorium streets)
 - (iii) Conflicts with projects happening at the same location and time as city events
- (g) Contacts information (name, email address and phone number) must be included for each project and must be able to be change in-mass if necessary. The ability to generate emails within the application (including project information) would be preferred.
- (h) Custom reporting capabilities must be made available for each user through an easy to use drop down menu from the application. The goal is to have each user capable of generating their own reports instead of waiting for reporting requests to be fulfilled.

- (i) The City would like to see a synopsis page of all the new projects and schedule changes that have occurred over a specific period of time.
- (j) The City would like to make this system available to all the individuals in the City that can get value for it. Pricing for this application must be based on enterprise application utilization.
- (k) The system shall automatically create opportunities for any future paving projects. Opportunities shall expire when the paving project starts. The user shall also be able to designate other project types as Opportunities.
- (l) The application shall provide the ability to send email notifications to anyone regarding a specific project, Conflict, Moratorium or Opportunity. All email messages sent by the system shall be tracked and viewable in the system. Additionally, the application shall allow users to directly send emails from the system; send periodic automated notifications aggregating changes that have occurred for a specified time-period i.e. new Conflicts this week; project watch notifications as they are triggered; and reminder emails to project managers for their project start and end dates.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2010.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **"Project"** means a project is an activity at a specific location. Projects represent an activity that is scheduled to take place at that location on the specified dates,
- (b) **"Opportunity"** means an opportunity identifies streets scheduled for resurfacing in the future. The purpose of the opportunity is to give other stakeholders as much notice as possible to complete any replacement or maintenance work before the street is paved.
- (c) **"Conflict"** means a conflict occurs when two projects are proposed for the same location or the projects are happening in the incorrect order. An example would be a water project in the street after the road has been resurfaced.
- (d) **"Hosted Application"** means a hosted application is software that is accessed through a web browser over the internet. A hosted application typically does not require any software installation by the user organization.
- (e) **"Moratorium"** means a moratorium is a restriction that is placed on an asset (typically a roadway) that indicates no activities can occur on that asset during a specific time period. For example, the city may place a moratorium on a newly resurfaced street for a period of 5 years. During that time, no scheduled construction activities are permitted.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Derrick Saedal
Supervisor of Underground Structures
Telephone No.: (204) 986-6400
Facsimile No.: (204) 986-7020

D5. NOTICES

D5.1 Notwithstanding C21.3 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 City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D6.1 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.

D6.2 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.

D6.3 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.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

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 until:

(a) the Contract Administrator has confirmed receipt and approval of:

(i) evidence of authority to carry on business specified in D7;

(ii) evidence of the workers compensation coverage specified in C6.16.

(b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

MEASUREMENT AND PAYMENT

D9. PAYMENT

D9.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D10. PAYMENT SCHEDULE

D10.1 Further to C10, payment shall be in accordance with the following payment schedule:

(a) 25% - QUARTERLY.

D10.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D11. WARRANTY

D11.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. CITY OF WINNIPEG

- E2.1 Sixty per cent of Manitoba's population lives in the capital city, City of Winnipeg. The City of City of Winnipeg has an area of 475 km² and population of 650,100 residents. City of Winnipeg has a comprehensive underground infrastructure encompassing water and sewer, signals and fibre optic communications cable.
- E2.2 The Underground Structures (UGS) Branch maintains a database of all the utility location data within the City of City of Winnipeg rights of way. This information is stored within an Oracle database. UGS utilizes the Geomedia GIS software 5.0 to access and to query this data. The Traffic Signals Branch maintains over six hundred (600) controlled intersections, one hundred fifty (150) pedestrian corridors and fifty (50) hazard flashers. Corporate Information Technology maintains 60 km of fibre optic cable linking over forty-five (45) sites across the City. The Water and Waste Department has complex infrastructure spread throughout the City. The City's drinking water is supplied by a 160-metre concrete aqueduct from Shoal Lake. Each day, this aqueduct supplies 221 million litres of water through a network of 24,000 km of water lines to over 270,000 homes and businesses. On the waste side, there are over 1,034 km of combined sewer pipe and 1,182 km of sanitary pipe.

E3. REQUIREMENTS

- E3.1 The system must provide an electronic map for display and use in geo-referencing projects. The map data shall include the following contents:
- (a) Streets and street names;
 - (b) Landmarks;
 - (c) Address ranges for geo-coding.
- E3.2 The system must allow users to enter a text-based address and automatically geo-code and display the location on the map. In cases where an entire street is specified, the full extent of the street shall be highlighted. The application shall support all of the following address formats:
- (a) Cross streets;
 - (b) Street name and number;
 - (c) Latitude/longitude;
 - (d) Offset from an intersecting street i.e. 300 feet west of intersection;
 - (e) Entire street;
 - (f) End of street (to indicate a specific end).
- E3.3 The system shall allow for batch uploading of project data from a spreadsheet and /or shapefile, automatically geocoding and locating the projects. Additionally, the user shall be able to graphically create or modify projects in the system.
- E3.4 The system must be accessible from any computer with internet access without requiring special software.

- E3.5 The system must allow for access by outside organizations as well as internal departments inside of the City of City of Winnipeg.
- E3.6 The system must supply summary information of specific interest to each user of the application. Summary information should be provided in graphical form (pie chart) and tabular form and includes information regarding the latest changes such as alerts, trends, etc.
- E3.7 The system must allow for access for 200 users from four major organizations:
- (a) City of City of Winnipeg;
 - (b) Manitoba Telecom;
 - (c) Manitoba Hydro;
 - (d) Shaw Communications.
- E3.8 The system must be a hosted solution residing in a data center that meets SAS70 requirements for security and redundancy.