



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 115-2012**

**PROVISION OF SOFTWARE AND SERVICES FOR A CITY-WIDE DATA SHARING  
SOLUTION**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF SOFTWARE AND SERVICES FOR A CITY-WIDE DATA SHARING SOLUTION

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 15, 2012.

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 Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.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 five (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 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.
- 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 B22.

- B6.9 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.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.7, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B22.1(a)(i).

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Form N: Bidder Qualifications;
  - (d) Form P: Proposal Details.
- B7.2 The Proposal should also consist of the following components:
- (a) Form U: Resource Details for each resource identified in Form P;
  - (b) Form V: Commercial Off-The-Shelf Solution Summary for each Commercial Off-The-Shelf software component identified in Form P;
  - (c) Form W: Open Source Software Solution Summary for each Open Source software component identified in Form P;
  - (d) Form X: Custom Development / Internally Developed Product Solution Summary for each custom developed solution or internally developed product software component identified in Form P.
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 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.
- B7.4.1 Bidders should submit one (1) unbound original (marked "original") and five (5) copies.
- B7.4.2 In addition to the hardcopy submission, a copy of the Proposal may be submitted by electronic means via optical disk, flash memory device, or similar means.
- B7.5 Word versions of Forms B, N, P, U, V, W and X have been provided for convenience to the Bidders. If there is any discrepancy between the Adobe PDF version of Forms B, N, P, U, V, W and X and the Microsoft Word version of Forms B, N, P, U, V, W and X, the PDF version shall take precedence.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B22.1(a)(i).
- B7.8 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.8.1 Samples or other components of the Proposal 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.

B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.10 Proposals shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
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 a price in Canadian funds for each item of the proposed solution identified 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 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 In any case where the cost of a license or similar agreement is determined on a “per user” basis, the Bidder shall use fifteen (15) as the number of users by which the per user cost is to be multiplied.
- B9.4 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.
- B9.5 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 Winnipeg, Corporate Finance, Materials Management Division website at <http://www.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: BIDDER QUALIFICATIONS**

B11.1 The Bidder shall complete Form N: Bidder Qualifications filling in all the required information.

**B12. FORM P: PROPOSAL DETAILS**

B12.1 The Bidder shall complete Form P: Proposal Details filling in all the required information.

**B13. FORM U: RESOURCE DETAILS**

B13.1 The Bidder should complete Form U: Resource Details filling in all the required information for each resource identified in Form P.

**B14. FORM V: COMMERCIAL OFF-THE-SHELF SOLUTION SUMMARY**

B14.1 The Bidder should complete Form V: Commercial Off-the-Shelf Solution Summary filling in all the required information for each Commercial Off-The-Shelf software component identified in Form P.

**B15. FORM W: OPEN SOURCE SOFTWARE SOLUTION SUMMARY**

B15.1 The Bidder should complete Form W: Open Source Software Solution Summary filling in all the required information for each Open Source software component identified in Form P.

**B16. FORM X: CUSTOM DEVELOPMENT / INTERNALLY DEVELOPED PRODUCT SOLUTION SUMMARY**

B16.1 The Bidder should complete Form X: Custom Development/Internally Developed Product Solution Summary filling in all the required information for each custom developed solution or internally developed product software component identified in Form P.

**B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B17.1 Proposals will not be opened publicly.

B17.2 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 Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B17.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal 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.

**B18. IRREVOCABLE OFFER**

B18.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 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 until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B19. WITHDRAWAL OF OFFERS**

B19.1 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.

B19.1.1 Notwithstanding C22.5, 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.

B19.1.2 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.

B19.1.3 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 B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B18.2 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.

## **B20. INTERVIEWS**

B20.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

## **B21. NEGOTIATIONS**

B21.1 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.

B21.2 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.

B21.3 If, in the course of negotiations pursuant to B21.2 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.

## **B22. EVALUATION OF PROPOSALS**

B22.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) Pass/fail criteria:
  - (i) Compliance by the bidder with the mandatory requirements of the Request for Proposal;
  - (ii) Qualifications of the Bidder and the Subcontractors, if any, pursuant to B10;
- (b) Evaluation criteria and weights for those Proposals that pass all pass/fail criteria in B22.1(a) above:

- (i) Technical assessment
  - (i) Bid solution quality – Hub Specifications .....40%
  - (ii) Bid solution quality – Future Considerations.....5%
  - (iii) Bid solution fit .....7%
- (ii) Management assessment
  - (i) Project management and schedule.....3%
  - (ii) Bidder and resource quality.....5%
- (iii) Cost assessment
  - (i) Implementation cost .....35%
  - (ii) Ongoing cost .....5%

- B22.2 Further to B22.1(a)(i), 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. Mandatory requirements refer to requirements found in E2.2 and E2.3. Any statement containing the term “must” or “will” may be considered a mandatory requirement.
- B22.3 Further to B22.1(a)(ii), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B22.4 Further to B22.1(b)(i)(i), “Bid solution quality – Hub Specifications” refers to the quality of responses to Form P in terms of satisfying requirements in E2.2, with regards to completeness, feasibility, technical sophistication, and reputation of product, if applicable.
- B22.5 Further to B22.1(b)(i)(ii), “Bid solution quality – Future Considerations” refers to the quality of responses to Form P in terms of satisfying requirements in E2.3, with regards to completeness, feasibility, technical sophistication, pricing, and reputation of product, if applicable. Preference will be given to solutions that either satisfy the requirements as delivered, with no future modifications, or those that can be upgraded to satisfy the requirements with minimal effort and cost, based on the information provided on Form P.
- B22.6 Further to B22.1(b)(i)(iii), “Bid solution fit” refers to how well the proposed solution fits with the City’s plans for data sharing, with the City’s departmental systems’ infrastructure, with the City’s central IT infrastructure, and with the City’s staff skill set in terms of maintenance, If the Bidder’s proposed Hub Solution is based on a Commercial Off-the-Shelf products described in Form V, and/or Open Source products described in Form W and/or Custom Developed solution components described in Form X, the fit of these components will be evaluated based on the information provided on these forms.
- B22.7 Further to B22.1(b)(ii)(i), preference will be given to Proposals that will be managed competently, whose schedule is feasible, whose resourcing level is appropriate for the work, and whose schedule doesn’t place untenable demands on City staff, based on the information provided on Form P.
- B22.8 Further to B22.1(b)(ii)(ii), “Bidder and resource quality” refers to the City’s evaluation of the competence, reliability and soundness of the organization submitting the Proposal. As well it refers to the applicability, qualifications and experience of the resources assigned, based on the information provided on Form(s) U.
- B22.9 Further to B22.1(b)(iii)(i), “Implementation cost” refers to the total cost of the City implementing the proposed solution, including any additional costs incurred by the City having to buy software outside of the commitments of the contract, and any costs incurred by the need to assign City staff to implementation. For the purposes of evaluation, implementation cost will be calculated by the City, and is defined as the sum of the entries under “Amount” for Items 1, 2, 3, 4 (to be completed by the Bidder), and 6 (to be completed by the City) on Form B, and any additional costs that the City will incur at implementation time if the Bidder is chosen (to be

calculated by the City). Costs specified on Form P, Form U, Form V, Form W, or Form X will not be used in this calculation and are included solely for the purpose of clarifying pricing details.

- B22.10 Further to B22.1(b)(iii)(ii), "Ongoing cost" refers to the recurring costs to be incurred by the City in the course of operating and maintaining the proposed solution, such as maintenance agreements, license fees, and maintenance staff commitments. The ongoing cost should be calculated on a per year basis. For the purposes of evaluation, ongoing cost will be calculated as the sum of Item 8 on Form B (to be calculated by the Bidder), Item 9 on Form B (to be calculated by the City), and any additional ongoing costs that the City will incur if the Bidder is chosen (to be calculated by the City). Costs specified on Form P, Form U, Form V, Form W, or Form X will not be used in this calculation and are included solely for the purpose of clarifying pricing details.
- B22.11 This Contract will be awarded as a whole.
- B22.12 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a)(i) and B22.1(a)(ii), the Proposal will be determined to be non-responsive and will not be further evaluated.

### **B23. DEMONSTRATIONS AND PRESENTATIONS**

- B23.1 The City may require Bidders on the bidder short-list to provide a demonstration and oral presentation of their solution based on functional and architectural requirements as set out in this RFP.
- B23.2 If required by the City, the requested demonstration will take place in Winnipeg on one day from March 26, 2012 to March 30, 2012. A specific date within this week will be given to the Bidder on the bidder short-list on March 21, 2012. It will be the Bidder's responsibility to make all arrangements for the demonstration, including location, setup, hardware, software, and presentation equipment.
- B23.3 During the oral presentation portion, the Bidder will elaborate on the following:
- (a) Relevant experience;
  - (b) Key differentiators and unique aspects of Bidder's proposal,
  - (c) Why the key differentiators and unique aspects are most appropriate for the City;
  - (d) Implementation plans and transition strategy, including data conversion and training;
  - (e) Proposed system architecture.
- B23.4 The requested demonstration portion will use a series of existing use cases. These use cases will be delivered to the Bidder, if a presentation has been requested, on March 21, 2012. For each use case, the Bidder will demonstrate or at minimum present:
- (a) Existing or proposed software functionality that supports the use case;
  - (b) Step-by-step walk-through demonstration of the use case using the existing product (if one exists); OR
  - (c) Step-by-step walk-through oral presentation of the use case using the proposed product.
- B23.5 A visit to an existing site may be requested by the City and may include the following:
- (a) demonstration of software functionality;
  - (b) demonstration of ease of use;
  - (c) "hands-on" product use sessions; and,
  - (d) existing site's experiences with Bidder's implementation and support.

B23.6 The City, at its sole discretion, may have confidential discussions / interviews / presentations with any Bidder, and ask them to make short formal presentations (presenters will be required to supply their own demonstration equipment and material).

B23.7 Bidders must be prepared to answer questions on their Proposal and shall cooperate with the City in respect to scheduling demonstrations and any other requirements imposed by the City.

**B24. AWARD OF CONTRACT**

B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B24.2 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.

B24.2.1 Without limiting the generality of B24.2, 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.

B24.3 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.

B24.3.1 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.

B24.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B24.5 The Contract Documents, as defined in C1.1(n)(ii), 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

### C0. GENERAL CONDITIONS

C0.1 These General Conditions are applicable to the Work of the Contract.

### C1. DEFINITIONS

C1.1 Where used in these General Conditions and in the other documents forming part of the Contract:

- (a) “**Award Authority**” means the authority having the jurisdiction to award the Contract according to the City’s by-laws, policies or procedures;
- (b) “**Bidder**” means any person submitting a Proposal for the Work;
- (c) “**Bidding Procedures**” means the portion of the Proposal by that name which sets out the terms and conditions governing the Bid, and a reference to a section, clause or subclause with the prefix “**B**” designates a section, clause or subclause in that portion of the Request for Proposal;
- (d) “**Business Day**” means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday;
- (e) “**C**” designates a section, clause or subclause in these General Conditions;
- (f) “**Calendar Day**” means the period from one midnight to the following midnight;
- (g) “**Change in Work**” means an addition, deletion or modification to the Work as described in the Contract at the time that the Contract is awarded and includes modifications in quantity or nature of Plant, Material or labour, methods, location or work schedule;
- (h) “**Chief Administrative Officer**” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (i) “**City**” means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (j) “**City Solicitor**” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (k) “**Contract**” means the combined documents consisting of either:
  - (i) the agreement forwarded to the Contractor pursuant to C4 and all schedules thereto (consisting of the Request for Proposal and any documents and Drawings referred to and incorporated therein) together with the Proposal and any submissions required to be made by the Contractor after award, and all amendments to the foregoing; or
  - (ii) the Purchase Order prepared and forwarded to the Contractor which shall be deemed to include the Request for Proposal and any documents and Drawings referred to and incorporated therein, together with the Proposal and any submissions required to be made by the Contractor after award and all amendments to the foregoing.
- (l) “**Contract Administrator**” means the person designated as such in the Supplemental Conditions;
- (m) “**Contract Price**” means the price agreed upon for the Work and any adjustments thereto which may be required or agreed to pursuant to the Contract;
- (n) “**Contractor**” means the person undertaking the performance of the Work under the terms of the Contract;
- (o) “**Contractor’s Facility**” means the lands and other places, including structures, provided by the Contractor for the performance of the Work;
- (p) “**Council**” means the Council of The City of Winnipeg;

- (q) “**Drawings**” means drawings which show the nature and scope of the Work to be performed and which have been prepared or approved by the Contract Administrator and are referred to in the Contract;
- (r) “**Manager of Materials**” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (s) “**Material**” means any things, including goods, parts and equipment, which are to form part of the permanent Work;
- (t) “**may**” indicates an allowable action or feature which will not be evaluated;
- (u) “**must**” or “**shall**” indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (v) “**Person**” means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (w) “**Plant**” means any things brought to or constructed upon the Site by the Contractor for the performance of the Work, including goods, tools, equipment, consumable supplies, fuel, power and utility connections therefor, but does not include Material;
- (x) “**Proposal**” means the offer contained in the Proposal Submission;
- (y) “**Proposal Submission**” means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (z) “**Request for Proposal**” means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (aa) “**Shop Drawings**” means all drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor, Subcontractor, manufacturer, supplier or distributor and which illustrate some portion of the Work;
- (bb) “**should**” indicates a desirable action or feature which will be evaluated on a relative scale;
- (cc) “**Site**” means the lands and other places, including structures, on, under, in or through which the Work is to be performed but does not include a Contractor’s Facility;
- (dd) “**Specifications**” means the portion of the Request for Proposal by that name which sets out the written description of the physical or functional characteristics of the Work, or any part thereof, including without limitation any requirement for testing or inspection, and a reference to a section, clause or subclause with the prefix “**E**” designates a section, clause or subclause in that portion of the Request for Proposal;
- (ee) “**Subcontractor**” means a person contracting with the Contractor for the performance of a part or parts of the Work or for the furnishing of Plant or Material and includes a Subcontractor’s subcontractor;
- (ff) “**Submission Deadline**” means the time and date set out in the Bidding Procedures for final receipt of Bids;
- (gg) “**Supplemental Conditions**” means the portion of the Request for Proposal by that name which sets out terms and conditions specific to the Contract, and supplements or modifies the General Conditions, and a reference to a section, clause or subclause with the prefix “**D**” designates a section, clause or subclause in that portion of the Request for Proposal;
- (hh) “**Total Performance**” means that the entire Work, except those items arising from the provisions of C12, have been performed in accordance with the Contract;
- (ii) “**Work**” means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

- (jj) **Working Day**” means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours during the period between 7:00 a.m. Winnipeg time or the time the Contractor's operations normally commence, whichever is the earlier, and 7:00 p.m. Winnipeg time.

## **C2. INTERPRETATION**

- C2.1 Where the Contractor consists of more than one person, the obligations of the Contractor shall be joint and several.
- C2.2 Wherever the singular or masculine is used, it shall be construed to mean the plural or the feminine or the neuter as the context may reasonably require.
- C2.3 Headings, titles and margin notes in the Contract are inserted for convenience only and shall not be considered in any construction or interpretation of the Contract.
- C2.4 In the event of conflicts between portions of the Contract, the following shall apply:
- (a) the executed agreement between the City and Contractor shall govern over all schedules or other documents forming part of the Contract;
  - (b) the Supplemental Conditions shall govern over the General Conditions;
  - (c) the General Conditions shall govern over Specifications;
  - (d) Specifications of a later date shall govern over Specifications of an earlier date;
- C2.5 The various portions of the Contract are intended to be read together and complement each other, and what is called for by any one shall be deemed to be called for by all.
- C2.6 The City and the Contractor acknowledge and agree that the Contractor is an independent contractor and neither the Contractor, nor any officer, servant or agent of the Contractor, shall be deemed to be an employee, agent, representative or servant of the City.
- C2.7 The Contract shall constitute the entire agreement between the City and the Contractor. There are no representations, warranties, covenants or agreements other than those contained in the Contract.

## **C3. DECLARATIONS**

- C3.1 The Contractor declares that, in bidding for the Work and in entering into the Contract, he:
- (a) has investigated the nature of the Work to be done and all conditions that might affect his Proposal or his performance of the Work; or ,
  - (b) has not investigated the nature of the Work to be done or conditions;
- and, in either event, assumes all risk for conditions now existing or arising in the course of the Work which have been or could have been determined through such investigation, and that he did not and does not rely upon information furnished by the City or any of its servants or agents other than information furnished in writing for or in connection with the Proposal or the Contract by the Contract Administrator.
- C3.2 The Contractor declares that, in bidding for the Work and in entering into the Contract, he:
- (a) does so in good faith and that to the best of his knowledge no member of Council or any officer or employee of the City has any pecuniary interest, direct or indirect, in the Contract which has not been disclosed to and approved by the authority having jurisdiction;
  - (b) has not participated in any collusive scheme or combine;
  - (c) shall forfeit all claims under the Contract as well as refund to the City any monies paid to him, beyond his actual proven expenses for Work done, if C3.2(a) or (b) are shown to be false.

#### **C4. EXECUTION OF CONTRACT**

- C4.1 The Contractor shall execute the Contract in the manner stipulated by the City Solicitor and return the Contract, within seven (7) Calendar Days of receipt of the Contract, to the City Solicitor at the address indicated in C21.4.
- C4.2 If the Contractor does not execute and return the Contract as set out in C4.1, the Contractor may be determined by the City to have abandoned the Contract, whereupon the acceptance of the offer by the City shall be null and void, and the City shall be entitled to retain the performance security as liquidated damages.
- C4.3 No payments will be made by the City to the Contractor until the Contractor has executed and returned the Contract as set out in C4.1.

#### **C5. AUTHORITY OF CONTRACT ADMINISTRATOR**

##### **General**

- C5.1 The Contract Administrator shall be the City's representative throughout the duration of the Contract and shall have authority to act on behalf of the City to the extent expressly provided for in the Contract.

##### **Contract**

- C5.2 The Contract Administrator shall interpret or clarify the Contract or any part thereof which appears indefinite, not clear or contradictory to the Contractor.
- C5.3 The Contract Administrator may at any time correct errors or omissions in the Contract or issue additional Specifications further detailing, explaining or modifying the Work. Such Specifications shall either supplement or supersede those forming part of the Contract at the time the Contract was executed.

##### **Inspection**

- C5.4 The Contract Administrator may examine or inspect the Work or any part thereof and determine whether the Work meets the requirements of the Contract. The Contract Administrator may reject the Work or any part thereof which does not meet the requirements of the Contract.

##### **Control**

- C5.5 The Contract Administrator may give instructions or orders to the Contractor to the extent necessary to ensure that the Work is performed in an orderly manner and meets the requirements of the Contract.
- C5.5.1 The 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.
- C5.6 The Contract Administrator may order the Contractor to remove from the Work any person employed or retained by the Contractor or a Subcontractor in the performance of the Work who the Contract Administrator determines is incompetent, negligent or guilty of misconduct.
- C5.7 The Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that the Work is not being, or will likely not be, performed satisfactorily.
- C5.8 The Contract Administrator may order the Contractor to stop work or to take such remedial measures as the Contract Administrator considers necessary, if, at any time, the Contract Administrator determines that:
- (a) a danger to life or to property exists; or

(b) such stoppage or remedial measures may be necessary to ensure the performance of the Work in accordance with the requirements of the Contract.

C5.9 Neither the giving of any orders by the Contract Administrator nor the carrying out of such orders by the Contractor shall entitle the Contractor to any extra payment, nor relieve the Contractor of his responsibilities under C6.

C5.10 The Contract Administrator shall determine if and when Total Performance is achieved and shall certify the date thereof.

C5.11 If the Contractor disputes a determination or order of the Contract Administrator on any of the foregoing matters, the Contractor shall act in accordance with the Contract Administrator's determination or order. The Contractor may concurrently appeal the determination or order of the Contract Administrator to the Chief Administrative Officer as provided for in C19.

## **C6. RESPONSIBILITIES OF CONTRACTOR**

### **General**

C6.1 Except as otherwise provided in the Contract, the Contractor shall be solely responsible for means, methods, techniques, sequences and procedures, and for coordinating the various parts of the Work so as to ensure its proper completion in a sound and workmanlike manner, in all respects in strict conformity with the Contract and in accordance with the approved work schedule.

C6.2 The Contractor shall have complete control over the methods of performing the Work and shall direct and supervise the Work so as to ensure conformance with the Contract.

C6.3 The Contractor shall provide all Plant, Material, labour, services and incidentals necessary for the performance of the Work.

C6.4 The Contractor shall be responsible for any Work not explicitly set out in the Contract but which may be reasonably implied for the proper completion of the Work.

C6.5 Unless otherwise specified in the Specifications, all Material shall be new, fit for the purpose intended and shall meet or exceed the kind, quality and quantity of same specified in the Contract. If required, the Contractor shall provide evidence satisfactory to the Contract Administrator that the foregoing requirements have been met.

### **Contract**

C6.6 The Contractor shall perform, complete and maintain the Work in strict accordance with the Contract.

C6.7 If the Contract or any part thereof appears indefinite, not clear or contradictory, the Contractor shall refer such feature or features to the Contract Administrator for interpretation or clarification.

C6.8 The Contractor shall obey, perform and comply with the Contract Administrator's orders, instructions, rules and procedures with respect to the Work or concerning the conduct thereof, promptly, efficiently and to the satisfaction of the Contract Administrator and the Contractor will assist other contractors, their employees and agents to do the same.

C6.9 The Contractor shall be responsible for conveying the interpretation or clarification of the Contract, as given by the Contract Administrator, to Subcontractors.

C6.10 The Contractor shall prepare and submit all drawings, schedules, documents or information required by the Contract and such other drawings, schedules, documents or information as may reasonably be required by the Contract Administrator.

### **Laws and Regulations**

- C6.11 The Contractor shall comply with all laws, by-laws, ordinances, regulations, codes and orders of authorities having jurisdiction which are or come into force during the performance of the Work and which relate to the Work. Where there are two or more laws, by-laws, ordinances, regulations or codes applicable to the Work, the most restrictive shall apply.
- C6.12 The Contractor shall procure approvals, clearances, permits, licences and certificates required by law or by any by-laws, ordinances, regulations, codes or orders of the authorities having jurisdiction for the performance of the Work, but this shall not include the obtaining of permanent easements or rights of servitude.
- C6.13 The Contractor shall give any notices required by law or by by-laws, ordinances, regulations, codes or orders of the authorities having jurisdiction and which relate to the Work.
- C6.14 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain workers compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.
- C6.15 The Contractor shall not be responsible for verifying that the Contract complies with the applicable laws, by-laws, ordinances, regulations, codes and orders relating to the Work.

### **Patents and Royalties**

- C6.16 If the Contract requires or the Contractor desires the use of any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the owner or licensee.
- C6.16.1 Upon request of the Contract Administrator, the Contractor shall provide the City with a copy of the said agreement.
- C6.17 If the City or the Contractor is served with a claim or notice of an infringement or alleged infringement of any patent, copyright, trademark or trade name, the party so served shall immediately give notice thereof to the other party.
- C6.18 If the City or the Contractor is prevented by injunction from using any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall, at his own cost, substitute an equally suitable design, device, material or process, all subject to the prior approval of the Contract Administrator.

### **Personnel**

- C6.19 The Contractor shall provide competent, suitably qualified personnel to perform the Work.
- C6.20 If the Contract Administrator orders a person to be removed from the Work, the Contractor shall comply forthwith. Any person so removed shall not be re-employed on the Work by the Contractor or by a Subcontractor, without the written approval of the Contract Administrator.

### **Control**

- C6.21 The Contractor must arrange and carry on his Work so as not to conflict with the Work being carried on or to be carried on for the City by other contractors or by the City's employees. If the Contractor finds it difficult to work in harmony with such parties, he shall notify the Contract Administrator promptly.
- C6.22 The Contractor shall perform the Work so as to progress continuously with the Work or any part thereof and in such a manner as to ensure the proper completion of the Work or any part thereof, within the time stipulated.
- C6.23 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

## **Subcontractors**

- C6.24 The Contractor shall not employ any Subcontractor to whom the Contract Administrator objects, acting reasonably.
- C6.24.1 The Contractor agrees that the Subcontractors identified in his Bid, or in any subsequent submission, are the Subcontractors proposed to be used to carry out those parts of the Work noted therein.
- C6.24.2 The Contractor shall not add, remove or replace any Subcontractor, or change the part of the Work to be performed by a Subcontractor, without the prior approval of the Contract Administrator.
- C6.25 The Contractor, with respect to Work to be performed under subcontract, shall:
- (a) enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
  - (b) be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.
- C6.26 The Contractor shall incorporate the terms and conditions of the Contract into all subcontract agreements he enters into with his Subcontractors.
- C6.27 The Contractor shall make prompt payment to his Subcontractors, his employees or on account of the purchase or rental of Plant or Material.
- C6.28 The Contractor shall promptly secure a discharge of a lien or trust claim served upon the City.

## **C7. CHANGES IN WORK**

### **General**

- C7.1 The City shall have the right to order a Change in Work at any time after award of the Contract.
- C7.2 If, at any time after award of the Contract, the Contractor is of the opinion that a Change in Work is necessary to accomplish the result intended by the Contract or if the Contractor considers it desirable that a Change in Work be approved, he shall promptly provide notice thereof to the Contract Administrator, including:
- (a) the reason for the proposed Change in Work;
  - (b) a detailed description of the proposed Change in Work;
  - (c) the Contractor's proposed method(s) to determine the adjustment, if any, in Contract Price pursuant to C7.4.
- C7.2.1 Without limiting the generality of C7.2, if the Contractor observes:
- (a) any substantial difference in the nature of the surface or subsurface conditions at the Site, or the location, nature, quality or quantity of the materials to be removed, from those set out in the Contract; or
  - (b) that the Contract is at variance with any laws, ordinances, rules, regulations or codes of authorities having jurisdiction, or if changes are made to any laws, ordinances, rules, regulations and codes subsequent to the Submission Deadline which require modifications to the Contract;
- the Contractor shall immediately notify the Contract Administrator.
- C7.3 The Contract Administrator shall determine whether a Change in Work is necessary or desirable and whether a corresponding adjustment to the Contract Price is required.
- C7.3.1 If the Contract Administrator determines that no Change in Work is necessary or desirable, he will issue a notice stating his determination.

- C7.3.2 If the Contract Administrator determines that a Change in Work is necessary or desirable but no corresponding adjustment to the Contract Price is required, he will issue a notice approving the Change in Work and stating his determination.
- C7.3.3 If the Contract Administrator determines that a Change in Work is necessary or desirable, which requires a corresponding adjustment to the Contract Price, and he is able to determine such adjustment based on the available information, he shall issue a notice approving the Change in Work and stating his determination regarding the method(s) to be used to determine the adjustment in Contract Price pursuant to C7.4.
- C7.3.4 If the Contract Administrator determines that a Change in Work is necessary or desirable, which requires a corresponding adjustment to the Contract Price, and he requires further information to determine such adjustment, he shall issue a notice stating his determination and requiring the Contractor to submit the Contractor's proposed method(s) to determine the adjustment in Contract Price pursuant to C7.4, and upon receipt and evaluation of such information, he shall issue a notice in accordance with C7.3.3.

#### **Valuation of a Change in Work**

- C7.4 The adjustment in Contract Price resulting from a Change in Work shall be determined by one or more of the following methods:
- (a) by estimate in a lump sum;
  - (b) by the unit prices and methods of measurement set out in the Contract or subsequently agreed upon;
  - (c) by the actual cost of the Change in Work to the Contractor plus a fixed fee;
  - (d) by the actual cost of the Change in Work to the Contractor plus fifteen percent (15%) on any portion of the Change in Work undertaken by the Contractor's own forces or plus ten percent (10%) on any portion of the Change in Work undertaken by a Subcontractor.
- C7.4.1 For the purposes of C7.4(c) or (d), "actual cost" on any portion of the Change in Work undertaken by the Contractor's own forces shall mean the direct cost of labour plus an allowance for direct supervision and payroll burden (including Employment Insurance, Canada Pension, Payroll Tax, Workers Compensation assessments and vacation pay), purchase or rental of Plant and Material and any other payments made by the Contractor with the prior approval of the Contract Administrator that are necessary for the performance of the Change in Work.
- C7.4.2 For the purposes of C7.4(c) or (d), "actual cost" on any portion of the Change in Work undertaken by a Subcontractor shall mean the amount invoiced by the Subcontractor and paid by the Contractor, net of any discounts and excluding any late payment interest or penalties.
- C7.5 If a Change in Work results in a reduction in the Contract Price, no claim may be made for damages on the ground of loss of anticipated profit on Work so diminished or on any other ground provided that the aggregate reduction in the Contract Price does not exceed twenty percent (20%) of the price agreed upon for the Work as of the date of the award of the Contract.
- C7.5.1 Reductions in the Contract Price as a result of:
- (a) Changes in Work requested by the Contractor;
  - (b) Changes in Work requested by the City;
  - (c) a deduction, pursuant to C10.5(d), for defective or deficient Work;
  - (d) a decrease, pursuant to C11.3, due to a change in tax; or
  - (e) the City's application of a remedy for an event of default;
- shall not be considered in calculating the aggregate reduction in the Contract Price for the purposes of C7.5.

- C7.6 If a Change in Work diminishes the Work, or any part thereof, resulting in:
- (a) extra cost to the Contractor, directly attributable to the diminution, for which he would not be entitled to payment on a unit price basis (e.g., loss of volume discounts); or
  - (b) loss to the Contractor in respect of Material required by the City to be purchased by him for the Work but not used thereon as a direct result of the diminution (e.g., restocking charges);
- the Contractor shall be compensated therefor by the City in the sum or sums determined by the Contract Administrator.
- C7.7 If the method of valuation or measurement or the adjustment to the Contract Price cannot be promptly agreed upon and the Contract Administrator requires the Change in Work to proceed, then the Contract Administrator will determine the method of valuation and measurement and the adjustment to the Contract Price. The Contract Administrator shall issue a notice approving the Change in Work and setting out the method of valuation, measurement, and any approved adjustments to the Contract Price.
- C7.8 If the Contractor disputes a determination made by the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's determination. The Contractor may concurrently appeal the determination of the Contract Administrator to the Chief Administrative Officer as provided for in C19.

#### **Cost Records**

- C7.9 If a valuation is required pursuant to C7.4 or C7.6, the Contractor shall provide the Contract Administrator with:
- (a) detailed and accurate statements showing:
    - (i) description, cost (including expenses for operation and maintenance) and time for Plant used by the Contractor;
    - (ii) description, cost and quantity for Material used by the Contractor;
    - (iii) rate of pay and hours of work for each of the persons employed by the Contractor; and
  - (b) access to any cost records (including payroll records, time books and invoices) or other data necessary to verify the accuracy of such statements.

#### **C8. RIGHT OF ENTRY**

- C8.1 The Contractor shall not be entitled to exclusive possession of the Site.
- C8.2 The City shall have the right, for itself, its agents, representatives or other persons, to enter, occupy or use any portion of the Site or the Work, at any time and for so long a time as the Contract Administrator may require.
- C8.3 Such entry, occupation or use shall not constitute acceptance of the Work by the City nor shall it relieve the Contractor of responsibility to complete the Work.

#### **C9. RISK AND RESPONSIBILITY**

- C9.1 Plant or Material brought to the Site or the Work by the Contractor shall remain at the risk and the responsibility of the Contractor from the commencement of the Work until:
- (a) Material is incorporated into the Work; or
  - (b) Plant or Material is removed from the Site or the Work by the Contractor.
- C9.2 The Contractor shall be liable to the City for any loss of or damage to Plant or Material that is supplied to or placed in the care, custody and control of the Contractor by the City in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control, from the commencement of the Work until:

- (a) Material is incorporated into the Work; or
- (b) Plant or Material is returned, in its original condition, to the City.

C9.3 The Work shall remain at the risk and the responsibility of the Contractor from the commencement of the Work until the date of Total Performance.

C9.4 The Contractor shall, at his own cost, be required to maintain the Work, make good all damage thereto and imperfections therein and to deliver the completed Work to the City in accordance with the provisions of the Contract.

## **C10. INSPECTION**

### **General**

C10.1 The Contractor shall provide the Contract Administrator access, whether at the Site or at the Contractor's Facility or the premises of any Subcontractor, to observe and inspect the Work and its progress.

C10.2 The Contractor shall provide the Contract Administrator any samples required to inspect the Work.

C10.3 The Contractor shall provide the Contract Administrator any and all assistance which he may require to observe and inspect the Work.

C10.4 The inspection herein provided for shall in no way relieve the Contractor of full responsibility for the quality, proper operation and performance of the Work.

### **Defective Work**

C10.5 If the Contract Administrator determines that the Work, or any part thereof, is defective or deficient, the City shall have the right to do any one or more of the following in addition to anything permitted elsewhere in the Contract or by law:

- (a) if the Contract Administrator determines that any Plant is defective, deficient or otherwise unfit for the purpose intended, the Contract Administrator may direct the Contractor to remove such Plant from the Site and promptly replace it with Plant which meets the requirements of the Contract and is fit for the purpose intended;
- (b) if the Contract Administrator determines that any Material which is not yet incorporated into the Work is defective, deficient or otherwise unfit for the purpose intended, the Contract Administrator may direct the Contractor to remove such Material from the Site and promptly replace it with Material which meets the requirements of the Contract and is fit for the purpose intended;
- (c) if the Contract Administrator determines that the Work or any portion thereof, including any Material which is incorporated therein, is defective, deficient or otherwise unfit for the purpose intended, the Contract Administrator may direct the Contractor to repair, redo, replace or otherwise remedy the defect or deficiency;
- (d) if the Contract Administrator determines that it is not expedient to correct defective or deficient Work, the City may deduct from the Contract Price the difference between the value of the Work as done and that called for by the Contract, the amount of which shall be determined by the Contract Administrator.

C10.6 The Contractor shall, without delay, carry out the directives of the Contract Administrator pursuant to C10.5. In addition, the Contractor shall be responsible for the cost of any additional inspections necessitated thereby.

C10.7 The City shall be entitled, in its sole discretion, to use the Work or any portion thereof notwithstanding that it may be defective or deficient, and such use shall not constitute acceptance of any defects or deficiencies nor shall it relieve the Contractor of responsibility to complete the Work.

## **C11. MEASUREMENT AND PAYMENT**

### **General**

- C11.1 The amounts to be paid by the City to the Contractor shall be the sums certified by the Contract Administrator.
- C11.1.1 For unit price Contracts, such sums shall be determined by the Contract Administrator upon the basis of the unit prices for the various classes of the Work stated on Form B: Prices. The total amount to be paid to the Contractor for the Work will be the amount arrived at by measuring the amount of each class of the Work listed on Form B: Prices and performed in accordance with the Contract, and pricing the same, in accordance with the unit prices stated thereon.
- C11.1.2 For lump sum Contracts, such sums shall be determined by the Contract Administrator upon the basis of the lump sum price stated on Form B: Prices.
- C11.1.3 Prices stated on Form B: Prices shall be deemed to include:
- (a) duty;
  - (b) freight and cartage;
  - (c) Federal and Provincial 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 details necessarily connected with the completion of the Work and all risks and contingencies connected therewith.

### **Increased or Decreased Costs**

- C11.2 The Contract Price shall not be increased or decreased by reason of any increase or decrease in the cost of the Work to the Contractor except as provided for herein.
- C11.3 The Contract Price shall be adjusted if any change in a tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba):
- (a) occurs after the Submission Deadline;
  - (b) applies to Material; and
  - (c) affects the cost of that Material to the Contractor.
- C11.4 If a change referred to in C11.3 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change.
- C11.5 For the purpose of C11.3, where a tax is changed after the Submission Deadline but public notice of the change has been given by either the Federal or Provincial Minister of Finance before that date, the change shall be deemed to have occurred before the Submission Deadline and the Contractor shall not be entitled to an increase in the Contract Price.

### **Final Payment**

- C11.6 Approval by the City of final payment shall be subject to issuance by the Contract Administrator of a certificate of Total Performance.
- C11.7 Neither the issuance of a certificate of Total Performance nor final payment shall relieve the Contractor from his responsibilities either under C12 or as a result of any breach of the Contract by the Contractor including, but not limited to, defective or deficient Work appearing after Total Performance, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the Chief Administrative Officer hereunder.

C11.8 Subject to C11.9, acceptance by the Contractor of final payment shall constitute a waiver and release by him of all claims against the City whether for payment for Work done, damages or otherwise arising out of the Contract.

C11.9 If the Contractor disputes a determination made by the Contract Administrator with respect to an interim or final payment, the Contractor shall be paid in accordance with the Contract Administrator's determination. The Contractor may concurrently appeal the determination of the Contract Administrator to the Chief Administrative Officer as provided for in C19.

## **C12. WARRANTY**

### **General**

C12.1 The Contractor warrants that the Work will be free of any and all defects or deficiencies during the warranty period.

### **Warranty Period**

C12.2 Unless specifically stated otherwise in the Supplemental Conditions, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to C12.2.1, in which case it shall expire when provided for under these sections.

C12.2.1 If all outstanding defects or deficiencies have not been corrected to the satisfaction of the Contract Administrator by at least two (2) weeks prior to the date on which the warranty would expire except for this C12.2.1, then the Contract Administrator may require the Contractor to extend the warranty period for a further period of one (1) year for those defects or deficiencies in the Work identified by the Contract Administrator as still outstanding and uncorrected or for any portion of the Work whose use or operation is prevented by such defects or deficiencies.

C12.3 Notwithstanding C12.2, 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.

### **Warranty Work**

C12.4 The Contract Administrator shall notify the Contractor of observed defects or deficiencies and damage, if any, arising or resulting from such defects or deficiencies, within the warranty period.

C12.5 The Contractor shall correct, to the satisfaction of the Contract Administrator, all defects, deficiencies and damage identified by the Contract Administrator in the manner and within the time period(s) specified in the notice.

C12.6 If the Contractor disagrees with the Contract Administrator's determination under C12.4, he shall nonetheless comply with C12.5. The Contractor may concurrently appeal the determination of the Contract Administrator as provided for in C19.

### **Acceptance of the Work**

C12.7 The Contract Administrator shall certify acceptance of the Work upon:

- (a) the satisfactory performance of the Work during the warranty period;
- (b) the Contractor having fully complied with C12.5; and
- (c) the successful conclusion of any tests required under the Contract.

C12.8 Only certification of acceptance of the Work shall constitute:

- (a) acceptance of the Work; or

- (b) acceptance that the Work or any part thereof has been duly performed; or
- (c) acceptance of the accuracy of any claim of the Contractor.

C12.9 Certification of acceptance of the Work shall not, however, relieve the Contractor from his responsibilities for any breach of the Contract including, but not limited to, defective or deficient Work appearing after the date of such certification.

### **C13. GOVERNING LAW**

C13.1 The Contract has been entered into in the Province of Manitoba and shall be governed by and construed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein. The parties hereby irrevocably and unconditionally agree to the exclusive jurisdiction of the Courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

### **C14. ASSIGNMENT**

C14.1 The Contractor shall not assign the Contract or any payments thereunder without the prior consent of the City.

C14.2 The Contract shall inure to the benefit of and be binding on the respective heirs, executors, administrators, successors and assigns of the City and the Contractor.

### **C15. FORCE MAJEURE**

C15.1 If the Contractor is delayed in the performance of the Work by reason of strikes, lock-outs (including lock-outs decreed for its members by a recognized contractors' association of which the Contractor is a member), an act of God, or any other cause which the Contractor satisfies the Contract Administrator to be totally beyond his control, the work schedule shall be adjusted by a period of time equal to the time lost due to such delays.

C15.2 No extension for delay shall be approved unless a notice of the claim is received by the Contract Administrator from the Contractor within seven (7) Calendar Days of the date on which the cause of delay arose.

C15.3 Any delay or failure by the City to perform its obligations under this Contract shall be excused, to the extent that the delay or failure is caused by an event or occurrence beyond the reasonable control of the City and without its fault or negligence, such as by way of example and not by way of limitation, strikes, lock-outs, or acts of God, provided that written notice of the delay shall be given by the City within seven (7) Calendar Days of the date on which the cause of delay arose.

C15.4 Any notice or claim for extension must state the cause of delay and the length of extension requested.

C15.4.1 In the case of a continuing cause of delay, only one claim for an extension shall be necessary.

### **C16. INDEMNITY**

C16.1 The Contractor shall save harmless and indemnify the City in the amount of two million dollars (\$2,000,000), plus a minimum of twice the Contract value against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;

- (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
- (d) any claim for lien or trust claim served upon the City;
- (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

C16.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.

C16.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.

C16.4 If the Contractor fails to make any payment required to be made to the City pursuant to C16.2 and C16.3, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

## **C17. EVENTS OF DEFAULT**

C17.1 An event of default will be deemed to have occurred if the Contractor:

- (a) abandons the Work; or
- (b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets; or
- (c) is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
- (d) is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
- (e) fails to take down, repair, redo, replace or otherwise remedy any defective or deficient Work, or to remove any defective or deficient Material; or
- (f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the Contract Administrator; or
- (g) fails to make prompt payment to his Subcontractors, his employees or on account of the purchase or rental of Plant or Material; or
- (h) fails to promptly secure a discharge of a claim for lien or trust claim served upon the City; or
- (i) fails to comply with any laws, by-laws or statutory regulations; or
- (j) fails to provide competent supervision at the Site; or
- (k) fails to submit any schedules, documents or information required by the Contract; or
- (l) refuses or neglects to comply with an order given by the Contract Administrator; or
- (m) commits any other breach of the Contract.

C17.2 Any provision of the Contract may be waived only by express waiver in writing by the Contract Administrator. No express waiver of any provision shall imply the waiver of any other provision.

## **C18. CITY'S RIGHTS AND REMEDIES**

### **General**

C18.1 If an event of default has occurred, the City may do any one or more of the following:

- (a) withhold or retain the whole or part of any payment;
- (b) take the whole of the Work, or any part or parts thereof out of the control of the Contractor;
- (c) demand payment for any amount owed to the City;

all as more particularly set forth in C18.3 to C18.6 below.

C18.2 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

### **Withholding of Payment**

C18.3 If an event of default has occurred, the City may withhold or retain the whole or part of any payment to the Contractor.

C18.4 The City may apply the amount withheld or retained to:

- (a) pay any person to whom the Contractor is indebted in respect of Material, labour or services furnished for the Work;
- (b) secure the discharge of a lien or trust claim served upon the City;
- (c) indemnify, compensate or reimburse the City for amounts paid or costs incurred by the City in connection with the event of default.

C18.5 Payment of such amounts shall discharge the City's liability to the Contractor to the same extent as payment directly to him.

C18.6 Upon remedy of the event of default, any amount remaining from the amount withheld will be released to the Contractor.

### **Taking the Work out of the Contractor's Control**

C18.7 If an event of default has occurred, the City may, without process or action at law, upon giving the Contractor notice, take the whole of the Work, or any part or parts thereof out of the control of the Contractor.

C18.8 Upon such notice being given to the Contractor, he shall immediately discontinue the Work or any part or parts thereof specified in the said notice.

C18.9 The taking of the Work or any part thereof out of the Contractor's control pursuant to C18.7 shall not relieve or discharge the Contractor from any obligation under the Contract or imposed upon him by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's control.

C18.10 The City shall have the right to complete, by contract or with its own forces, the Work taken out of the Contractor's control. The City shall not be required to obtain the lowest price to complete the Work taken out of the Contractor's control.

C18.11 If the cost to the City of completing the Work or portion thereof as aforesaid is less than the amount to which the Contractor would have been entitled under the Contract for so doing, the Contractor shall have no claims in respect thereof against the City. If the cost of the Work performed by the City is more than the amount to which the Contractor would have been

entitled under the Contract for the same Work, the City shall have a claim against the Contractor for such excess costs.

- C18.12 When any portion of the Work is being carried on by the City, by contract or otherwise, the Contractor shall continue to perform the remainder of the Work in accordance with the Contract, and in such manner as in no way to hinder or interfere with the persons performing the portion of the Work being carried on by the City.

#### **Demand for Payment**

- C18.13 If an event of default has occurred, the City may demand payment from the Contractor for amounts paid or costs incurred by the City in connection with the event of default.
- C18.14 The Contractor shall, within seven (7) Calendar Days of receipt of a notice from the City, pay the City the amount set out in the notice.

#### **C19. CONTRACTOR'S RIGHT TO APPEAL**

- C19.1 If the Contractor disagrees with a determination or order of the Contract Administrator he may, within seven (7) Calendar Days after receiving notice of the Contract Administrator's determination or order, notify the Chief Administrative Officer of his appeal with respect thereto and request a determination thereon from the Chief Administrative Officer.
- C19.2 If the Contractor disagrees with the Chief Administrative Officer's determination he may request that the dispute be referred to arbitration in accordance with C20, by providing notice to the Chief Administrative Officer within seven (7) Calendar Days after receiving notice of the Chief Administrative Officer's determination.
- C19.3 If the Contractor neglects or fails to observe fully and faithfully the above conditions, he shall be deemed to have accepted the Contract Administrator's determination and to have waived any said claim, at law or otherwise.

#### **C20. ARBITRATION**

##### **Requests for Arbitration**

- C20.1 If, at any time before the termination of the warranty period, any dispute, difference or question shall arise between the City and the Contractor regarding the Work, then any such dispute, difference or question may, with the consent of both the City Solicitor, on behalf of the City, and the Contractor, be referred to arbitration.
- C20.2 The party desiring arbitration (the "Requesting Party") shall request the consent of the other party (the "Other Party") to refer a particular dispute, difference or question to arbitration.
- C20.3 The Other Party shall reply to the request within seven (7) Calendar Days of receiving same.

##### **Referral to a Single Arbitrator**

- C20.4 If the Other Party has consented to arbitration, the Requesting Party shall nominate an arbitrator (the "Requesting Party's Nominee") within seven (7) Calendar Days of receiving the reply. The Other Party shall have seven (7) Calendar Days after receiving notice of the nomination to accept or reject the Requesting Party's Nominee.
- C20.5 If the Other Party accepts the Requesting Party's Nominee, the dispute, difference or question shall be promptly referred to him or her.

##### **Referral to a Panel of Arbitrators**

- C20.6 If the Other Party rejects the Requesting Party's Nominee, it shall, within seven (7) Calendar Days of rejection, appoint its own arbitrator.

- C20.7 The Requesting Party shall, within seven (7) Calendar Days of receiving the Other Party's rejection, appoint its own arbitrator.
- C20.8 The arbitrators appointed under C20.6 and C20.7 shall, within seven (7) Calendar Days of the date on which the last of them was appointed, appoint a third arbitrator (the "Panel Chair") who will act as chair of the arbitration panel.

### **General**

- C20.9 The Arbitration Act (Manitoba) or any successor legislation thereto shall apply to the arbitration in all respects except as expressly otherwise provided in these General Conditions.
- C20.10 The single arbitrator or the Panel Chair, as the case may be, shall determine the procedure to be followed in the arbitration, which shall be consistent with The Arbitration Act (Manitoba) or any successor legislation thereto.
- C20.11 Where the matter proceeds with a single arbitrator, each party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, and for an equal share of the fees and expenses of the single arbitrator and of any other expenses related to the arbitration.
- C20.12 Where the matter proceeds with an arbitration panel, each party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, for the fees and expenses of the arbitrator appointed by it, and for an equal share of the fees and expenses of the Panel Chair and of any other expenses related to the arbitration.

### **C21. NOTICES**

- C21.1 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under the Contract shall be in writing and shall be delivered by hand, by facsimile transmission (fax) or by mail.
- C21.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in C22.3 or C22.4, or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator.
- C21.3 All notices of appeal to the Chief Administrative Officer shall be sent to the following facsimile number:  
The City of Winnipeg  
Chief Administrative Officer Secretariat  
Facsimile No.: (204) 949-1174
- C21.4 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  
Legal Services Department  
Attn: Director of Legal Services  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155
- C21.4.1 Either party may, by giving notice, designate another address or addresses at which it will accept delivery of notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications.
- C21.4.2 Delivery to the Contractor's designated supervisor at the Site shall constitute delivery to the Contractor.

- C21.5 Any notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications given as provided herein shall:
- (a) if delivered by hand, be deemed to have been received on the day of receipt;
  - (b) if delivered by facsimile transmission, be deemed to have been received on the day of transmission, if a Business Day, or if not a Business Day, on the Business Day next following the day of transmission; and
  - (c) if delivered by mail, be deemed to have been received on the second Business Day on which mail is delivered by Canada Post following the date of mailing.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions*, 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 provision of the software solution and the services required for the implementation of City of Winnipeg-wide data sharing solution that facilitates the adoption of the Business No. and the identifier for the business data entity in selected business applications and that this solution facilitate the extensions required to share other data entities identified by the City in the future.

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

- (a) The supply of a software solution that conforms to the specifications in E2.2 Hub Specifications and E2.3 Hub Future Considerations.
- (b) In collaboration with City staff undertake the production implementation of the solution provided in D2.2(a) for the adoption of the Business No.

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**MDM**" means Master Data Management;
- (b) "**IDM**" means Identity Management;
- (c) "**CRA**" means Canada Revenue Agency;
- (d) "**Software Service**" means a mechanism to enable access to one or more capabilities of a software system, where the access is provided using a prescribed interface and is exercised consistent with constraints and policies as specified by the service description
- (e) "**Hub**" or "**Data Sharing Hub**" means a software component deployed for the purposes of storing shared data in a central manner, performing Master Data Management on the shared data, and supplying Software Services to allow applications to interact with the data;
- (f) "**BN**" means Business Number which has been established by the Canada Revenue Agency as a common identifier for businesses Canada-wide;
- (g) "**MBL**" means Manitoba Business Links, the Government of Manitoba organization responsible for the provincial business data hub.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mr. Kirk Cumming  
Data Sharing Coordinator  
Corporate Support Services Department

Telephone No. (204) 986-5729  
Facsimile No. (204) 986-5966  
Email: kcumming@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.

## **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.

## **D7. NOTICES**

- D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: (204) 949-1174

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 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.

### **D9. INSURANCE**

- D9.1 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;
- (c) Professional errors and omissions insurance in an amount not less than \$250,000 per claim subject to a minimum \$250,000 aggregate and is to remain in place at all times during the performance of the Services.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 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**

### **D10. COMMENCEMENT**

D10.1 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.

D10.2 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 D8;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) evidence of the insurance specified in D9; and
  - (iv) the Subcontractor list specified in **Error! Reference source not found..**
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D11. SUBSTANTIAL PERFORMANCE**

D11.1 Substantial Performance will be achieved when the Contractor has successfully installed the Data Sharing Hub for Business Number adoption in a production environment.

D11.2 The Contractor shall achieve Substantial Performance by September 30th 2012.

D11.3 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial 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 re-inspected.

D11.4 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance.

### **D12. TOTAL PERFORMANCE**

D12.1 Total Performance shall be achieved after 90 days of stable production operation after Substantial Performance.

- D12.2 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 re-inspected.
- D12.3 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**

### **D13. INVOICES**

- D13.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:  
The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-0864  
Email: CityWpgAP@winnipeg.ca
- D13.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of goods delivered;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D13.4 Bids Submissions must be submitted to the address in B7.10

### **D14. PAYMENT**

- D14.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **D15. PAYMENT SCHEDULE**

- D15.1 Shall be negotiated with the Contractor prior to the award of Contract.
- D15.2 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **WARRANTY**

### **D16. WARRANTY**

- D16.1 Warranty is as stated in C12.**INTELLECTUAL PROPERTY**

## **D17. INTELLECTUAL PROPERTY RIGHTS**

- D17.1 The City will own all intellectual property rights, including copyright, in and to the product developed for the City pursuant to the Contract resulting from this RFP, either by the Contractor or its subcontractors.
- D17.2 With respect to the pre-existing Contractor software and intellectual property not specifically developed for City pursuant to the Contract resulting from this RFP, the City will receive a perpetual, irrevocable, non-exclusive, royalty free license from the Contractor to use such software and intellectual property for the purpose of implementing and City-wide data sharing solution procured pursuant to the Contract.

## **D18. INTELLECTUAL PROPERTY INDEMNITY**

- D18.1 The Contractor must defend, indemnify and save harmless the City, its officers, employees, agents, successors and assigns, against all claims, action, suits and proceedings, including all costs incurred in connection with any patent, copyright, moral right, trademark or industrial design or the use or misuse of any of them in connection with its Proposal, which indemnity must extend to and be incorporated in any contract awarded to the successful Contractor.

## **D19. PROVISION OF SOURCE CODE**

- D19.1 "Source Code" of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.
- D19.2 The Contractor acknowledges that the City's ability to utilize the Software will be seriously jeopardized if the Contractor fails to maintain or support such Software unless complete Source Code for the Software and related Documentation is made available to the City for the City's use in satisfying the City's maintenance and support requirements. Therefore, the Contractor agrees that if an "Event of Default" occurs, then the Contractor shall promptly provide to the City one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- D19.3 An Event of Default shall be deemed to have occurred if the Contractor:
- D19.3.1 Ceases to market or make available maintenance or support Services for the Software during a period in which the City is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and the Contractor has not promptly cured such failure despite the City's demand that the Contractor make available or perform such maintenance and support;
  - D19.3.2 Becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings;
  - D19.3.3 Ceases business operations generally; or
  - D19.3.4 Has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of the Contractor set forth in this Agreement.
- D19.4 The Contractor will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full source language statement of the program or programs comprising the Software and available

program maintenance Documentation which comprise the pre-coding detail design specifications, and all other available material necessary to allow a reasonably skilled programmer or access the Software without the assistance of the Contractor.

- D19.5 The governing License for the Software includes the right to use Source Code received under this Section as necessary to modify, maintain, and update the Software irrevocably, perpetually and without royalty.
- D19.6 The Contactor will deposit in escrow with its Escrow Agent a copy of the Source Code which corresponds to the most current version of the Software in use by the City, including all updates and modifications. The City shall pay the fees for new account set-up and annual fees of the Escrow Agent for services provided, including any fees to add the City as a beneficiary to such escrow and any verification and testing of the escrow deposit which may be undertaken by the Escrow Agent at the City's request. The Contractor's entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve the Contractor of its obligations to the City described in this Section.

## **PART E - SPECIFICATIONS**

### **E1. BACKGROUND**

#### **E1.1 Current State**

- E1.1.1 The City has the mandate to provide a wide array of municipal services to the citizens of Winnipeg. A large proportion of these services are operationally substantially different from one another. This results in an inherently complex organizational and operational structure. The City is currently organized into more than a dozen departments each of which has the responsibility for the delivery of one or more of these services. Departments are organized to provide a series of public services that are similar in operational nature. The City's Service Based Budget documents define a total in excess of 110 services that the City delivers.
- E1.1.2 The complexity of the service structure and organizational structure directly affects the issues of data management. While the data models for the different services types do include common entities with common attributes, there is a significant amount of data that is unique and local to the individual service. In instances where this is the case, there is a natural propensity to replicate the common data entities and attributes, since they are frequently not delineated from those that are unique to a service.
- E1.1.3 The responsible departments have instituted necessary business processes required to deliver each service. For complex public services, multiple business processes may be required; for simpler public services of a similar nature, a single business process may be sufficient for the delivery of multiple instances.
- E1.1.4 The majority of the City's Information Technology investments have been made at the business process level within individual public services. The majority of City departments have pursued the policy of deploying commercial "off-the-shelf" systems. These were frequently targeted at solving operational requirements at a business process level.
- E1.1.5 This practise has typically resulted in the implementation of isolated solutions that solve the immediate operational requirements but do not take overall departmental or City-wide information infrastructure requirements into consideration.
- E1.1.6 Major issues related to the ability of the City to share information across the organization have resulted from the historic methods of application deployment.
- E1.1.7 The City incurs a substantial additional cost attributable to the effort required to create and maintain multiple duplicate instances of the same data. In large part this is as a result of the additional clerical and administrative work in the process of recording this data and assuring it is up to date.
- E1.1.8 The City's practise of implementing applications at a business process level with little consideration to the replication of data and the functions required to maintain that data result in unnecessary costs. Applications that are implemented using the City's current strategy end up being much larger and more complex than necessary.
- E1.1.9 Inaccuracies and errors resulting from the replication and duplication of data or the inaccessibility of data can result in serious operational consequences as well as additional operating costs. In some circumstances, these can potentially result in health and safety issues.
- E1.1.10 The availability and quality of data can have a significant effect on the quality and effectiveness of customer service.

#### **E1.2 The Data Sharing Initiative**

- E1.2.1 Recognizing the potential improvements that could be made to the information sharing, in 2010, the City initiated a major study of the issues with an undertaking titled "The Data Sharing Initiative".

E1.2.2 The Data Sharing Initiative enumerated the services provided by the City's business units. A comprehensive analysis of the business processes, existing information systems and the data entities involved was undertaken.

E1.2.3 In June 2011, the Data Sharing Findings and Recommendations Report was tabled.

E1.2.4 The Recommendations

(a) Creation of a Data Sharing Hub:

It is recommended that the City adopt a strategy that results in the incremental creation of a software service based Data Sharing Hub that:

- (i) Provides access to shared data already in existence such as human resources and financial data contained in the City's PeopleSoft implementation and spatial data contained in the Spatial Data Interchange (SDI).
- (ii) Provides for the persistent storage of an authoritative instance of the shared elements of both master and transactional data entities that should be shared, such as: Citizen, Business, Property, Address, Incidents and others.
- (iii) Is designed to explicitly support the concepts of Master Data Management (MDM) and Identity Management (IDM).

(b) Transition to a Software Service Based Application Model:

- (i) It is recommended that, in order to fully exploit the data sharing opportunities provided by the Data Sharing Hub, the City transition to a software service based application model on a graduated project-by-project basis as supported by viable business cases.

(c) Adoption of a Comprehensive Data Governance Policy:

- (i) It is recommended that the City proceed to adopt a comprehensive data sharing governance policy in parallel to the realization of the Data Sharing Hub strategy. This policy can be evolved incrementally as required to enable the transition to a data sharing philosophy.

(d) Consider Exploitation of Other Data Sharing Opportunities:

- (i) It is recommended that the City consider and evaluate opportunities presented by increased data coordination effected by the Data Sharing Hub and improved governance policies
- (ii) The recommended Data Sharing Hub, and the associated software services and governance models provide the foundation for substantial service improvements that are not possible in the current environment.

E1.3 The Business Number Adoption Project

E1.3.1 The adoption of the Business Number (BN) as a common identifier for businesses among City systems has been established as a proof of concept project for the Data Sharing Initiative. As such, it is meant to implement the goals of the Findings and Recommendations of the Data Sharing Initiative on a small scale so that benefits can be realized incrementally and so that lessons can be learned in a lower risk environment.

E1.3.2 The adoption of the Business Number is pursuant to a commitment made by the City in 2007 to become a partner in Manitoba Business Links (MBL). The BN has been established by the Canada Revenue Agency (CRA) as a common identifier for businesses Canada-wide, and MBL is the Province of Manitoba's means of integrating with CRA's business data. The City of Winnipeg is the first Canadian municipal entity to undertake the adoption of the BN as a common business identifier.

E1.3.3 The stakeholders in the Business Number Adoption Project include the following:

- (a) City of Winnipeg Corporate Finance, who initially established the agreement to adopt the BN by becoming a partner in MBL.
- (b) The City's mayor and City Council, who signed off on the intent to become a partner in MBL.

- (c) City of Winnipeg Corporate Support Services (CSS), which is the sponsor of the project.
- (d) The Data Sharing Initiative (DSI), which is charged with implementing the project at the behest of CSS.
- (e) Business owners and users of the MANTA and AMANDA systems. These include:
  - (i) The City of Winnipeg's Assessment and Taxation Department (ATD), which makes use of MANTA (see E1.5.2).
  - (ii) The City of Winnipeg's Community Services Department (CSD), which makes use of AMANDA (see E1.5.3).
  - (iii) The City of Winnipeg's Property, Planning and Development Department (PP&D), which makes use of AMANDA and administers AMANDA (see E1.5.3).
- (f) Owners and users of City information systems, who have an interest in the precedent established by the proof of concept, and the form of data sharing that is adopted in the future for City information systems.
- (g) The Province of Manitoba, which has an interest in the City becoming a partner in MBL.
- (h) The Canada Revenue Agency, which has an interest in the City adopting the BN as a common identifier.

E1.3.4 The City's deadline for the completion of the Business Number Adoption project is September 30<sup>th</sup>, 2012.

E1.3.5 The main goals of the Business Number Adoption project are to:

- (a) establish Master Data Management (MDM) for businesses and related data in the City through:
  - (i) the implementation of a Data Sharing Hub (Hub).
  - (ii) the establishment of effective data governance.
  - (iii) the creation of master data related to businesses through data aggregation and cleansing.
- (b) integrate with MBL such that the City can benefit from data related to businesses obtained from MBL and CRA, and such that the Province of Manitoba and CRA can benefit from data updates submitted by the City.
- (c) modify City information systems that manage data related to businesses to take advantage of the Hub and follow proper MDM practices.
- (d) demonstrate and measure the effectiveness of the deployment of MDM systems and practices within the City.
- (e) lay a foundation for future expansion of MDM systems and practices to other shared City data.

E1.3.6 The implementation of MDM via a Data Sharing Hub is pursuant to the Findings and Recommendations report of the City's Data Sharing Initiative, Section 5 (Implementation), which established the adoption of the Business Number as the proof of concept for the report's recommendations.

E1.3.7 For the implementation of the Business Number Adoption project, the City has committed two internal resources with experience in systems integration (listed below). Other resources such as infrastructure and middleware support will be made available as needed subject to existing schedule limitations.

- (a) Kirk Cumming, BCSc Hons (Co-op), has been an employee of the City of Winnipeg since 1996 (15 ½ years) and spent most of that time in the City's public transit department, first as a programmer / analyst and then as a project leader. Kirk has overseen the implementation of several major internal and customer information systems. In addition, Kirk oversaw the custom development of an internal data sharing hub for the Transit department, which has served as a prototype in the recommendations of the Data Sharing Initiative and the Business Number project.

Kirk is well-versed in many of the relevant technologies, such as web services, and has been involved in the Data Sharing Initiative since its inception in 2010.

- (b) David Sharman, BCSc Hons (Co-op), has over 27 years of experience working in IT at the City of Winnipeg, all of it in the support and development of computer applications. He has worked at a variety of levels, from a programmer / analyst, to project leader, and now his current role as a project coordinator on the City's Data Sharing Initiative. Prior to joining the Data Sharing Initiative in 2010, David spent 7 years as a technical coordinator, responsible for a team of six to eight developers tasked with the support of the City's ERP applications: PeopleSoft HR, PeopleSoft Finance and PeopleSoft Budget. As part of the Data Sharing Initiative, David has been looking at ways to exploit PeopleSoft's integration tools to facilitate the sharing of PeopleSoft data and functionality.

#### E1.4 City Information Systems Environment

E1.4.1 The City of Winnipeg Backbone Network Infrastructure allows TCP/IP data communications between all City departments. This allows about 5,000 devices connected through the City Backbone Network to be able to communicate with each other, the Internet and with central servers at two corporate data centres. Over 150 remote sites are connected to the City's Backbone Network at speeds ranging from 100/1000BaseT fibre optic connectivity for large LANs, 10 Mbps for medium sized LANs and 2 Mbps connections for small LANs. Cisco routers and switches are used in the WAN and LAN as well as for VPN remote access. Checkpoint firewall products provide network security.

E1.4.2 The City operates a centralized consolidated server environment.

- (a) The hardware consists almost exclusively of blade style Intel processor-based servers. Some exceptions exist including IBM POWER7.
- (b) Persistent storage is on HDS Fibre Channel SAN.
- (c) The majority of servers are virtualized in a VMware 4.x environment.
- (d) Supported server operating systems include:
- (i) Windows 2008 R2 (64 bit)
  - (ii) Ubuntu Linux 10.04 LTS (64 bit)
  - (iii) IBM i
  - (iv) Oracle Solaris
- (e) The City supports the following database infrastructure:
- (i) Oracle Standard Edition or Standard Edition One
    - 10.2.0.3 on Windows Server 2003 R2 Standard Edition 32-bit
    - 10.2.0.3 on Windows Server 2003 R2 Enterprise Edition 32-bit
    - 10.2.0.4 on Windows Server 2008 Standard Edition 64-bit
    - 10.2.0.5 on Windows Server 2008 Standard Edition 64-bit
    - 10.2.0.4 on Windows Server 2008 Enterprise Edition 64-bit
    - 10.2.0.5 on Windows Server 2008 Enterprise Edition 64-bit
    - 10.2.0.4 on Windows Server 2008 R2 Enterprise Edition 64-bit
    - 10.2.0.5 on Windows Server 2008 R2 Enterprise Edition 64-bit
    - 11.2.0.2 on Windows Server 2008 R2 Enterprise Edition 64-bit
    - 11.2.0.3 on Windows Server 2008 R2 Enterprise Edition 64-bit (preferred)
  - (ii) Microsoft SQL Server Standard Edition
    - 2008 R2 (10.50.1617.0) on Windows Server 2008 R2 Standard/Enterprise Edition 64-bit (preferred)
    - 2008 (10.0.2531.0) on Windows Server 2008 R2 Standard/Enterprise Edition 64-bit
    - (9.00.4035.00) on Windows Server 2003 R2 Standard Edition 32-bit

- Also some other minor version variations of SQL Server 2005.
- (f) ). Other databases deployed and supported include:
- (i) IBM DB2
  - (ii) MySQL
- E1.4.3 The City's client computing environment is predominantly Intel-based PC based running a mix of Microsoft Windows XP Professional and Windows 7 Business.
- E1.4.4 The City has a PeopleSoft 9.1-based ERP solution deployed including:
- (a) Finance and Supply Chain Management
  - (b) Human Capital Management
  - (c) Enterprise Performance Management
- E1.4.5 The primary application development environments within the City are:
- (a) Microsoft .NET
    - (i) Team Foundation Server
    - (ii) Visual Studio
  - (b) JAVA-based client/server and JAVA based web applications
    - (i) Eclipse
  - (c) Ruby on Rails web applications
  - (d) PeopleTools V8.51.xx
- E1.5 Client Systems Currently Managing Business Data that are In Scope for the Business Number Adoption Project
- E1.5.1 While there are a number of computer systems used by the City of Winnipeg that manage data about businesses, only two of these systems will be considered in scope for integration with the Data Sharing Hub as part of the Business Number Adoption Project. Specifically, MANTA and AMANDA are in scope. The following provides a high level overview of each of these systems and how the systems use the business entity. This information is provided for reference as these systems will be impacted by choices made in the implementation of the Data Sharing Hub.
- E1.5.2 **MANTA - Municipal Assessment and Tax Application**
- (a) System Overview
    - (i) MANTA is the main computer system used by the Assessment and Taxation Department (ATD) for the billing and collection of realty and business taxes. Using data from ATD's Computer Assisted Mass Appraisal (CAMA) application, MANTA is also used to create various assessment notices for realty properties and businesses.
    - (ii) There are approximately 130 users of the MANTA application.
    - (iii) MANTA tracks about 200,000 realty properties and about 13,000 active businesses.
    - (iv) MANTA was developed by a 3rd party consulting firm for another jurisdiction and customized for the City of Winnipeg. It was implemented at the City of Winnipeg in 1999.
  - (b) Technology
    - (i) client / server
    - (ii) Windows for both client and server
    - (iii) Powerbuilder 6
    - (iv) Oracle 11
  - (c) Application Support Structure

- (i) MANTA is fully supported and enhanced by experienced City of Winnipeg personnel
- (ii) the City of Winnipeg has access to all of the source code for MANTA
- (d) How MANTA Uses the Business Entity
  - (i) A business is a premise that is subject to business tax. In this context, a business is identified by a "property" type of business and a property ID. An example of a business in this context is a department store at a shopping mall. The department store is a business that is subject to business tax.
  - (ii) A business may also be the "customer" related to one or more properties or one or more businesses. In this context, a business is identified by a customer number. For example, numbered company Manitoba 12345 may be the registered owner of a property at 123 Main Street. A business may be the assessable party for a business roll number that operates at 456 Main St. A financial institution (e.g. a bank) may be related to a property by virtue of having a mortgage on a property and collecting and paying the property taxes for the property.
  - (iii) A financial institution (e.g. a bank) from which pre-authorized realty or business tax payments are taken. There about 50 financial institutions that are used for pre-authorized payments for realty and business taxes.

#### E1.5.3 AMANDA - **Application Management and Data Automation**

- (a) System Overview
  - (i) AMANDA is an application used by the City's Property Planning and Development Department (PPD) and the Community Services Department (CMS) to track information relating property, people and various types of information captured in virtual "folders". There are over 100 folder types in AMANDA. For PPD, the folders hold information about land development and building permits and the resulting inspections. For CMS, the folders contain information about licenses for businesses to operate, inspections of those businesses, requests / complaints from citizens, etc.
  - (ii) AMANDA is a commercial-off-the-shelf application developed by CSDC. The City has configured AMANDA to meet its needs and has also developed a number of custom Oracle Stored Procedures to extend AMANDA's functionality. It was implemented at the City in the 1990s. The City is running version 5.
- (b) Technology
  - (i) client / server (a web-based version is available but is not yet implemented at the City)
  - (ii) Windows for both client and server
  - (iii) PowerBuilder
  - (iv) Oracle 11
- (c) Application Support Structure
  - (i) The City does not have access to the source code for AMANDA, but instead depends on support and new releases provided by CSDC
  - (ii) The City does have access to the source code for the custom stored procedures that it has developed
- (d) How AMANDA Uses the Business Entity
  - (i) In AMANDA, a business is considered a sub-type of the People entity. Businesses can range from the development companies and contractors requesting permits based on development plans to an establishment such as a restaurant that is subject to various licensing requirements and inspections.

#### E1.6 Manitoba Business Links (MBL) and the Business Number

- E1.6.1 The Business Number (BN) was introduced as a common identifier for businesses by the Canada Revenue Agency (CRA) in 1994. The BN is a unique 9 digit number (BN-9) assigned by the CRA to identify a business.
- E1.6.2 Program accounts are assigned a 15 digit number (BN-15) by appending a two character program code and a 4 digit serial number to the (BN-9). BN-15s are also authorized by CRA.
- E1.6.3 The Province of Manitoba is a partner in the CRA's Business Number program through their Manitoba Business Links (MBL) system, which serves as a hub for business information for their departmental systems (such as Companies Office) and external partners (such as the Workers' Compensation Board and the City).
- E1.6.4 MBL exposes its data through services. Currently these services are accessed through asynchronous messaging (IBM MQ). The Province of Manitoba has indicated that in April 2012 these services will be accessible via web services.
- E1.6.5 Partner systems have access to information about Businesses for which the Province of Manitoba has registered a BN-15, through a broadcast message mechanism.
- E1.6.6 Partner systems have the ability to register BN-15s through MBL, which forwards the request to a CRA system for authorization.
- E1.6.7 Partners have the ability to search through both the businesses in the MBL hub (those for which the Province of Manitoba has registered BN-15s) and the businesses in CRA's hub system. This is enabled through a facility called Hub Search and View (HSV), which is an interactive web application made available to partners. This facility is not exposed via web service or asynchronous messaging, but it may be in the future.

## **E2. WORK DEFINITION**

- E2.1 Scope
  - E2.1.1 The Bidder will present a proposal for the deployment of a central Data Sharing Hub (hereafter "the Hub") to manage data sharing among City applications. The Proposal must meet the specifications in E2.2, and the Proposal must also demonstrate support for the future considerations listed in E2.3. Notwithstanding compliance with E2.2 and E2.3, the Bidder may propose any nature of solution, including, but not limited to, a Commercially available Off-The-Shelf solution to be customized either by the Bidder or the City, an Open Source product to be customized either by the Bidder or the City, or a custom developed solution delivered by the Bidder. If the solution is to be deployed internally on the City's infrastructure, hardware will be provided by the City. Preference will be given to a solution that integrates well with the City's existing hardware and middleware infrastructure and introduces minimal Total Cost of Ownership. Form P will be submitted by the Bidder to present a proposal for the deployment of a central Data Sharing Hub.
  - E2.1.2 The Bidder will present a Proposal that includes the necessary training of and knowledge transfer to City staff such that any software deployed as part of the Proposal can be maintained by City staff on an ongoing basis.
  - E2.1.3 The Bidder may present a Proposal that includes the provision or procurement of any recommended software tools that will facilitate the completion of the elements in E2. The proposal of recommended tools may be made regardless of whether the Bidder presents a proposal for the relevant Work that would be enabled by the tools. The proposal of recommended tools may also include tools that would only be used in ongoing maintenance of master data.
  - E2.1.4 Any proposal will include the Total Cost of Ownership of the proposed solution. This will include, but is not necessarily limited to, costs associated with the purchase of any required software, hardware, software development and / or customization, ongoing software maintenance.
- E2.2 Hub Specifications

- E2.2.1 Any solution proposed by the Bidder will include a proposal for a central Data Sharing Hub to manage master data in the City. The Hub is a Master Data Management solution that provides central management of master data in the City, a centralized repository of that data, and Software Services for the sharing of data among City applications. The proposal for a Data Sharing Hub will adhere to the following specifications.
- E2.2.2 The Hub will provide a repository for the persistent storage of master data entities. These data entities, along with metadata relevant to the operation of the Hub, will be stored in a relational database.
- E2.2.3 The Hub will expose its data and functionality to other systems through the means of Software Services. At a minimum the services will be exposed through web services over HTTP. These web services will implement standard design patterns such as SOAP or REST, and will be secured using standard methods such as SSL or TLS.
- E2.2.4 The Hub should provide the ability to expose its data and functionality through other types of Software Services. For example, asynchronous messaging (such as the Java Message Service), or extract, transform and load services.
- E2.2.5 The Hub's Software Services will provide a standard suite of data access services. All Software Services will be subject to security and access restrictions as defined by the Governance Framework. These data access services include:
- (a) "Get" services that allow systems to retrieve individual data entities or groups of data entities from the Hub. Get services will allow for time and / or version parameters to be specified so that data appropriate to the time period being queried would be returned.
  - (b) "Add" services that allow systems to add new instances of data entities to the Hub. Add services will potentially result in data governance workflows allowing data confirmation to take place by data stewards. In addition Add services will also potentially initiate identity management procedures that allow for potential duplicates to be identified. In such cases the appropriate workflow will be initiated to deal with duplicate data.
  - (c) "Update" services that allow systems to modify data entities in the Hub. Update services will potentially result in data governance workflows allowing data confirmation to take place by data stewards. In addition, Update services will also potentially initiate conflict management workflows that allow for updates that conflict with updates made by other systems or by central data stewards to be identified. In such cases the appropriate workflow will be initiated to deal with conflicts. Update services will allow for time and / or version parameters to be specified so that data appropriate to the time period being specified will be modified.
  - (d) "Search" services that allow systems to find the unique identifiers of individual data entities or groups of data entities matching criteria supplied by the search request. Search services will allow for time and / or version parameters to be specified so that data appropriate to the time period being queried would be returned.
- E2.2.6 The Hub will provide a full set of Master Data Management (MDM) features. These will provide the functionality described in E2.2.6(a) through E2.2.6(g), Consideration will be given to proposals which expand or organize the feature set differently, if such a feature set, at a minimum, supports objectives of the functionality in E2.2.6(a) through E2.2.6(g).
- (a) Identity Management. The Hub will provide facilities for the specification of the methods by which the uniqueness of master data entities may be established, allowing for these methods to differ depending on the type of entity in question. Identity management will enable duplicate and possible duplicate detection by determining if two entities share the same uniquely identifying characteristics. Identity management will be used operationally, but also during the data cleansing and aggregation process that will be initiated prior to operational use.
  - (b) Effective Date / Versioning functionality. Master data will have effective dates attached to it such that the Hub will have a full record of the changes in state of an entity and its attributes over time. When data is accessed, the Hub will retrieve the

appropriate data (potentially constituting multiple “snapshots” of the data) for the period of time being specified by the data access request. Preference will be given to a solution that provides a means of visually exploring the history of a master data entity or multiple entities.

- (c) Candidate Management Functionality. Subject to governance rules established in the Hub, some data updates will be stored as candidate updates, which are not reflected in the master data until the candidate changes have been reviewed by data stewards. The appropriate user interface and workflow will be provided that will allow the data stewards to manage pending changes, and either accept, amend, or reject those changes. Notification mechanisms will also be present so that the party or system submitting the original change can discover the status of submitted candidate changes.
- (d) Conflict Management Functionality. If two updates submitted from different sources on the same master data entity conflict with each other, the Hub will have facilities to manage the conflict. Through dialogs that are supported via the Software Service mechanism, the following possibilities will be supported:
  - (i) Merge. The submitting party will have the opportunity to merge changes with the conflicting change, selecting which elements of the conflicting change to incorporate into the master data.
  - (ii) Override. The submitting party will have the ability to indicate that the change that is being submitted supersedes the conflicting change and constitutes an accurate representation of the master data.
  - (iii) Accept. The submitting party will have the ability to indicate that the conflicting change supersedes the change being submitted and constitutes an accurate representation of the master data. This will allow the submitting system to update any local information with the master data if necessary.
  - (iv) Send to Candidate Management. If the submitting party is not sure how to resolve the conflict, he or she (or the system, if this is an automated process) will be able to mark the conflict as a candidate change, which will initiate a workflow as described in (c).
- (e) Audit. The Hub will create and retain a comprehensive record of all accesses of and changes to master data. This will include when the access or change was made, the system of origin, the user of origin, and what attributes were accessed or changed. The Hub will include a user interface to allow data stewards to explore the access and change history of a master data entity. The Hub will allow for entities to be rolled back to a previous state based on the change history. The Hub will also provide reporting features that leverage the audit trail, so that summary information about accesses of and changes to the Hub’s master data can be provided to coordinators of the system.
- (f) Correlation Identifiers. The Hub will be able to store multiple correlation identifiers against any master data entity. These identifiers are references to unique identifiers in client systems that supply data to the Hub and consume data from the Hub. This allows client systems to reference master data by their own unique identifiers.
- (g) Change Notification. The Hub will provide some facility to allow client systems to be notified of changes in data in which they have an interest registered. For example, such a change notification system could be implemented through syndication-style web services, or broadcast messaging. Some client systems may require business processes to be initiated when certain master data is changed. Change notification functions will allow client systems to promptly initiate those business processes.

E2.2.7 The Hub should provide data modelling functions to allow master data entities’ structure to be modelled as necessary. These data modelling functions should be accessible by non-technical staff to facilitate their involvement in the modelling of the data.

E2.2.8 The Hub should provide transformation services to allow master data formats to be translated in real time to and from other defined formats. These other formats may be industry-standard formats, or they may be custom-designed formats. Formats may be

specified when submitting data to the Hub, or may be specified when extracting data from the Hub.

- E2.2.9 The Hub will provide facilities to enable the governance of master data managed by the Hub. These facilities will include:
- (a) A repository and a user interface for the specification of rights of access and modification for master data entities at a user and group level. The Hub will provide the facilities to establish, view, and maintain the rights definitions, and will enforce the definitions any time an attempt is made to extract or modify master data. Provision will be made to establish rights definitions at a level more granular than that of entity type. The Hub will have the ability to establish access and modification rights definitions at the individual entity instance level and at the individual entity attribute level.
  - (b) The specification of data quality standards. The Hub will provide the facilities to establish, view, and maintain data quality standards, and will enforce the standards any time an attempt is made to modify master data.
  - (c) The specification of responsibilities for data stewards. The Hub will provide the facilities to establish, view, and maintain assignments of responsibility for sets of master data to individual users or groups. The responsibilities will be used in the data governance workflows provided by the Hub.
  - (d) The specification of data governance workflows. The Hub will provide a user interface to be used by data stewards to perform the following functions as determined by their roles and responsibilities:
    - (i) Review of changes.
    - (ii) Management of candidate changes.
    - (iii) Notification of interested parties.
- E2.2.10 The Hub will provide the ability to integrate other data sources into its master data. This will be available in two forms:
- (a) Software Services exposed by the Hub will be able to delegate to the Software Services provided by other, third-party systems, forwarding the results of those third-party services as the results of their own services.
  - (b) The Hub will be able to extract data from other sources at scheduled or specifically specified times and supplement its own master data from a third-party source. The third-party source may be accessed via direct database access, or through the invocation of some third-party Software Service.
- E2.2.11 The Hub will provide security against unauthorized access, eavesdropping, and other forms of attack. The authentication mechanism will integrate with the City's existing Active Directory implementation. Security will be enforced at all points of entry to the system's data, including the Software Services exposed, the user interface provided, and the Hub's database. All inbound and outbound communications to and from the Hub will be encrypted at industry standard levels.
- E2.2.12 The Hub will provide a high level of availability (uptime) such that it can be considered dependable for the City's 24/7 operations. The Hub will be scalable, such that it will be amenable to the City increasing performance, availability and failure tolerance as needed through replication and increased computing resource allocation.
- E2.2.13 The Hub will integrate with the Manitoba Business Links system in the following way:
- (a) The Hub will integrate with the MBL hub via the SOAP web services API being offered by MBL to the City as a partner in the Manitoba Business Links program.
  - (b) The Hub will integrate data available from the MBL hub with the master data stored in the City's Hub. Given the current state of the API being provided by MBL, this will be accomplished by querying the MBL hub for changed or added business data, and then applying the new or changed information to the data stored in the City's Hub, subject to governance rules established by data stewards.

- (c) When a new business is added to the City's Hub, the Hub will send a message to the MBL hub to request the creation of a BIN-15 to be used to refer to the business in its dealings with the City. The BIN-15, which will be returned from the MBL hub, will then be applied to the newly created business in the City's Hub.
- (d) When a change has been made to a business's data in the City's Hub, the Hub will send a message to the MBL hub to inform Manitoba Business Links of the change.

## E2.3 Hub Future Considerations

E2.3.1 As indicated in E1.3.5(e), one of the goals of the Business Number Adoption project is to lay a foundation for future expansion of MDM systems and practices to other shared City data. As such, preference will be given to proposals that best support the extension of the proof of concept to other City data domains and other City systems. Any proposal submitted by the Bidder must meet the specifications outlined in E2.2. In addition proposals must also be amenable to the requirements outlined in this section. It is not necessary for a proposal to support the requirements in this section at the time of implementation of the Business Number Adoption project. Rather, any Proposal must be able to be extended to support the requirements, and the details for how such extension may be achieved must be included on Form P.

E2.3.2 Any proposal submitted by the Bidder must not limit the implementation of Master Data Management to the data related to businesses outlined in this document. Whether by means of pluggable modules or by means of direct configurability, the Hub must be able to manage data in a number of different domains. At a minimum, this must include the data identified in the Data Sharing Initiative's Findings and Recommendations as Master Data, as follows:

- (a) Person. A person is an individual human being that interacts with the City of Winnipeg. This may or may not be a citizen or resident of the City.
- (b) Party. A party is an abstract concept that allows people and businesses to be referred to in a uniform way. The party represents any entity that interacts with the City. This includes people and businesses but may also include other entities such as organizations and families.
- (c) Employee. An employee is a person employed by the City of Winnipeg.
- (d) Vendor. A vendor is a party that supplies goods or services to the City of Winnipeg.
- (e) Property. A property is a surveyed parcel of land that can be owned and occupied in the City.
- (f) Street. A street is an addressable feature of the City, or a defined path of movement, including roads intended for vehicular traffic, pedestrian walkways, ramps, and bridges.
- (g) Address. An address is a way of specifying a geographic location with relation to a street.
- (h) Service Access Point. A service access point is a location at which public City services are accessible. For example: a library branch or recreation facility.
- (i) Infrastructure Component. An infrastructure component is an instance of a component of City infrastructure, the attributes of which need to be known by multiple City services. For example: a fire hydrant or a bus stop.
- (j) Location. A location is an arbitrary place that allows a system to locate something by a variety of means such as addresses, street blocks, landmarks, geographic coordinates, or textual descriptions.
- (k) Supply Chain Transaction. A supply chain transaction is a construct used for recording a transaction in the supply chain such as a purchase order, an invoice, a bill, or a receipt.
- (l) Work Time / Exception. A work time or exception record represents time reported for an employee of the City of Winnipeg.

- (m) Incident. An incident is a disruptive event that is of interest to the public or to multiple City departments. An incident typically has an effect on delivered services. For example: an incident recorded by 911 call takers, or a disruption in traffic generated by Public Works road repairs.

### E2.3.3

Any proposal submitted by the Bidder must support geospatial information in order to enable the future integration of data such as addresses, streets, and properties, with appropriate geospatial definitions. This must include, at a minimum, the ability of the Hub to:

- (a) store geospatial data such as coordinate points and polygons.
- (b) convert coordinates from one projection to another projection. For example, the Hub must be able to translate between Universal Transverse Mercator (UTM) coordinates and latitude / longitude coordinates.
- (c) query data via spatial parameters. For example, the Hub will be required to retrieve all instances of a data entity whose location falls within a specified coordinate region. Such queries must be efficiently spatially indexed.
- (d) input and output data in industry-standard geospatial formats. At a minimum, this must include the Open Geospatial Consortium's Geography Markup Language (GML) and Web Feature Service (WFS)