



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 649-2024

**IMPLEMENTATION SERVICES FOR ORACLE WORK AND ASSET MANAGEMENT
UPGRADE**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 IMPLEMENTATION SERVICES FOR ORACLE WORK AND ASSET MANAGEMENT UPGRADE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 1, 2024.
- B2.2 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 D6.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 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 Proponents by issuing an addendum.
- B3.4 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 Proponent who made the enquiry.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B3.6 The Proponent 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.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY AND PRIVACY

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent 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. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

- B4.3 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B4.4 The Proponent is advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B4.5 All Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.
- B4.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

B5. NON-DISCLOSURE – PROPONENTS

- B5.1 Proponents must not disclose any details pertaining to their Submission and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents shall not issue a news release or other public announcement pertaining to details of their Submission or the selection process without the prior written approval of the City.
- B5.2 Proponents are advised that an attempt on the part of any Proponent or any of its employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFP, may lead to disqualification.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Proponent 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 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 Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base their 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 B25.
- B7.9 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.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;

(b) Form B: Prices.

B8.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B12;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B13;
- (c) Project Understanding and Methodology (Section E) in accordance with B14;
- (d) Project Schedule (Section F) in accordance with B15;
- (e) Proponent's Understanding and Fulfilment of the Broad Functional and Technical Requirements (Section G) in accordance with B16.

B8.3 Further to B8.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution

B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B8.6.1 Proposals will **only** be accepted electronically through MERX.

B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B25.1(a).

B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST – Provincial Sales Tax), which shall be extra where applicable.

B10.1.2 Notwithstanding C12.2.3, prices on Form B: Prices in relation to Training in D18 are not subject to Manitoba Retail Sales Tax (MRST, also known as PST – Provincial Sales Tax) in accordance to Manitoba Retail Sales Tax Bulletin 033 at <https://www.gov.mb.ca/finance/taxation/pubs/bulletins/033.pdf>.

B10.2 The Proponent shall state a price in Canadian funds for the total out of pocket expenses including, but not exclusive, to travel, accommodations, meals and parking on Form B Prices.

B10.2.1 Notwithstanding C12.2.3, prices on Form B: Prices in relation to Expenses (also known as Disbursements) are not subject to MRST (also known as PST – Provincial Sales Tax) in accordance to Manitoba Retail Sales Tax Bulletin 057 at <https://www.gov.mb.ca/finance/taxation/pubs/bulletins/057.pdf>. Examples include travel, accommodations, meals, parking, etc...

B10.2.2 Notwithstanding C12.2.3, prices on Form B: Prices in relation to Expenses incurred with GST (Goods and Services Tax) shall be considered as 'not incurred as agent' and the applicable GST shall be handled in accordance of the Canadian Revenue Agency publication **GI-197 Out of Pocket Expenses** at <https://www.canada.ca/en/revenue-agency/services/forms-publications/publications/gi-197/out-of-pocket-expenses.html>

B10.3 The Proposal shall include a Time-Based Rate schedule for the following section identified in the Scope of Services identified in D4:

- (a) Production Maintenance and Technical Support:
 - (i) Time-Based Rates shall be based on Contract Administration Services as described in D21;
 - (ii) For Proposal purposes, these rates shall be based on 1000 hours of services;
 - (iii) The number of hours listed in B10.3(a)(ii) is considered approximate only. The City will use this number for the purposes of comparing Proposals.

B10.4 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.

- B10.5 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.
- B10.6 Adjustments to Prices will only be considered based on increases to the Scope of Services.
- B10.6.1 The City will not consider an adjustment to the Prices based on changes in the Project Budget.
- B10.7 For any additional goods or services that should be considered for an optimal completion of the services required and end product for WWD;
- (a) Provide a brief description and a lump sum estimate for the cost of each item in the Optional Items section of Form;
 - (b) Provide the Specification Reference(s) as it relates to the Optional Item;
 - (c) Provide expanded details on each of the Optional Items as appendices to the bid submission document.
- B10.7.1 Optional Items will not be evaluated as part of the Total Bid Price.
- B10.8 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. INSTRUCTIONS

- B11.1 The Proponent should provide their Proposal responses according to the following rules:
- (a) The RFP response should be prepared in a clear and concise manner, using the table format where provided.
 - (b) Do not refer in the answer to another question and do not refer to other documents.
 - (c) Include any additional information that you feel may be helpful, either following the tables, in separate sections of your response, or in an appendix at the end of the Proposal.
- B11.2 Proponents are expected to examine the entire RFP, including all specifications, standard provisions, and instructions.
- B11.3 The Proponent must make it clear where exceptions are taken to the specifications and how the Proponent will provide alternatives. Exceptions, conditions, or qualifications to the provisions of the City's specifications must be identified with reasons and inserted into the Proposal. Where not provided, the City shall assume the Proponent is responding to and will meet the specification as written.

B12. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

- B12.1 Proposals should include:
- (a) General firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors;
 - (b) Details demonstrating the history and experience of the Proponent and Subcontractors on up to three (3) projects of similar complexity, scope and value executed with other water, wastewater, solid waste, hydro utilities or municipalities of similar size to that of the City of Winnipeg over the past five (5) years;
- B12.2 For each project listed in B12.1(b), the Proponent should submit:
- (a) Detailed description of the project that includes;

- (i) The project was either a migration from an existing WAM 1.9 to WAM 2.x (cloud or on-premise); or the project was a new installation of WAM 2.x (cloud or on-premise) for a client having never used previous versions of WAM;
- (ii) The project implementation was a soft rollout or hard rollout and the actual time period for the implementation to be completed;
- (iii) Proponent must identify if they were the primary contractor or sub-contractor;
- (b) Proponent must identify their overall role(s) and responsibilities and their Subcontractor(s) for each project with respect to the following:
 - (i) Project Management and Planning;
 - (ii) Organizational Change Management;
 - (iii) Process and Functional Analysis;
 - (iv) Process and Functional Design;
 - (v) Solution Architecture;
 - (vi) System Configuration and Custom Code Design;
 - (vii) Integration Development;
 - (viii) Migration of historical records;
 - (ix) Test Plan, Development and Execution;
 - (x) Product Quality Control and Assurance;
 - (xi) Project Team and End User Training Approaches and Deliverables;
 - (xii) Product Implementation Planning;
 - (xiii) Production Operational Management Services.
- (c) Proponent should identify if they provided additional support services post implementation and warranty periods;
- (d) Planned schedule duration estimate and actual project delivery time;
 - (i) Variance to schedule should be related to (f);
- (e) Project's original budget cost and final cost;
 - (i) Variance to cost should be related to (f);
- (f) Project issues, challenges and change orders and how the Proponent dealt with them, such as, but not limited to; budget, schedule, service provider issues, client issues; etc.;
- (g) Reference information (two current names with telephone numbers and email addresses per project).

B12.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B13. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B13.1 Describe your approach to overall team formation and coordination of team members.

B13.2 Identify by name all Key Personnel on the project:

- (a) With 5% or greater of the total project time to be dedicated to the Project in accordance with the Scope of Services identified in D4;
- (b) Their expected project time;
- (c) Their discipline;
- (d) Their role;
- (e) Clearly identify if they were a Subcontractor engaged by the Proponent.

B13.3 Include an organizational chart for the Project:

- (a) With the Key Personnel and their role referred to in B13.2;
- (b) Identify who were Subcontractors.

- B13.4 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the
- (a) Principals-in-charge;
 - (b) Contractors Representative;
 - (c) Managers of the key disciplines;
 - (d) Lead designers;
 - (e) Lead developers.
- B13.5 Include the following for each of the Key Personal
- (a) Educational background;
 - (b) Professional recognition;
 - (c) Job title;
 - (d) Years of experience in current position;
 - (e) Years of experience in design; and
 - (f) Years of experience with the existing employer.
- B13.6 If Key Personnel are assigned to multiple roles (as identified in the organizational chart referred to in B13.3), two (2) comparable projects as detailed in B12.2(b) are required for each role of the Key Personnel.
- B13.7 A contingency plan should be included to ensure adequate representation in the absence of Key Personnel for the duration of this project.

B14. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B14.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. The methods shall include:
- (a) activities to be performed either by the Proponent's employees or by Subcontractors at an office located outside of the Province of Manitoba. Identify proposed arrangements (i.e. conference calls, webinars, travel, communication protocol, etc.) involving out-of-town employees to participate in coordination and review functions; and
- B14.2 Proposals should include:
- (a) the project management methodology presented in accordance with the Scope of Services identified in D4;
 - (b) the team's understanding of the broad functional and technical requirements;
 - (c) the work activities related to the Scope of Services;
 - (d) the deliverables associated with the Scope of Services;
- B14.3 The organizational change management methodology that the Proponent intends to use to carry out the Scope of Services identified in D4;
- (a) Activities to be performed either by the Proponent's employees or by Subcontractor at an office located outside of the Province of Manitoba. Identify proposed arrangements (i.e. conference calls, webinars, travel, communication protocol, etc.) involving in-town and out-of-town employees to participate in coordination and review functions; and
- B14.4 Describe the collaborative processes/methods to be used by the Key Personnel of the team in the various phases of the Project.
- (a) Communication interfaces (organizational, technical, and interpersonal) and the roles and responsibilities of each member.
 - (b) Identify the processes that will be used to liaise with the City.

B14.5 Proposals should identify:

- (a) The proposed project budget and the breakdown for each milestone;
- (b) The City's Project methodology with respect to the information provided within this RFP; and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> and;
- (c) For each person identified in B13.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4;
- (d) Any other issue that conveys your team's understanding of the Project requirements in accordance with Part E – Specifications.
- (e) The proponent's proposed warranty period and technical support options in relation to C13.
- (f) A Service Level Agreement (SLA) that will define the support response times, resolution times, and service availability for any support requests or incidents that may arise and an incident management process.

B15. PROJECT SCHEDULE (SECTION F)

B15.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (monthly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services identified in D4.

B15.2 Further to B15.1, the Proponent's schedule should also include:

- (a) A Work Breakdown Structure (WBS);
- (b) Critical dates for review
- (c) Anticipated review and approval periods;
- (d) Estimated dates, durations (weekly timescale) for each of the project's life cycles phases and milestone dates or events;
- (e) Anticipated Payment milestones;
- (f) The resource assignments and amount of hours shall align with the information provided in response to B13;
 - (i) City personnel and Proponent/Subcontractor resources need to be distinctly identified;
- (g) Dates for each of the deliverables from the Scope of Services in D4;
- (h) Project Meetings; and
- (i) Submission Dates for required Deliverable.

B15.3 The Proponent's schedule should include applicable workshops, meetings and anticipated City of Winnipeg, Contractor and Subcontractor resource requirements including high-level descriptions around the purpose of these engagements and their estimated durations.

B16. PROPONENT'S UNDERSTANDING AND FULFILMENT OF THE BROAD FUNCTIONAL AND TECHNICAL REQUIREMENTS (SECTION G)

B16.1 The Proponent should describe how their proposal addresses the Scope of Services major components in accordance with D4.2.

B17. DISCLOSURE

B17.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B17.2 The Persons are:

- (a) Auld Management Consulting Ltd. – provided an assessment of the WWD Department's EAM program and recommendations.
- (b) Process Solutions Assurance, LLC – provided a technical analysis and discovery and developed costing projections.

B18. CONFLICT OF INTEREST AND GOOD FAITH

B18.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B18.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B18.3 In connection with its Proposal, each entity identified in B18.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B18.4 Without limiting B18.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be

acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B18.5 Without limiting B18.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B18.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B18.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B19. QUALIFICATION

- B19.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.
- B19.2 The Proponent 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B19.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for other utility projects similar in nature and complexity, scope and value; and to those required for this Project;
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see [Accessibility Training](#) And D23).
- B19.4 Further to B19.3(c), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at Accessibility Training for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B19.5 The Proponent shall submit, within ten (10) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B20. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B20.1 Proposals will not be opened publicly.
- B20.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B20.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B20.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B20.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B21. IRREVOCABLE OFFER

- B21.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B21.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B22. WITHDRAWAL OF OFFERS

- B22.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B23. INTERVIEWS

- B23.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B24. NEGOTIATIONS

- B24.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B24.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B24.3 If, in the course of negotiations pursuant to B24.2, the Proponent 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 Proponent from the Proposal as originally submitted.

B25. EVALUATION OF PROPOSALS

- B25.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B19: | (pass/fail) |
| (c) Total Bid Price; (Section B) | 10% |
| (d) Experience of Proponent and Subcontractor; (Section C) | 5% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 10% |
| (f) Project Understanding and Methodology (Section E) | 5% |
| (g) Project Schedule. (Section F) | 5% |
| (h) Proponent's Understanding and Fulfilment of the Broad Functional and Technical Requirements (Section G) | 65% |
| (i) Project Governance Stand-up and Foundational Oversight | 5%; |
| (ii) Organizational Change Management | 5%; |
| (iii) Detailed Analysis and Design | 5%; |
| (iv) System Architecture and Administration | 5%; |
| (v) Functional Configuration and Custom Development | 5%; |
| (vi) Integration Development | 5%; |
| (vii) Data Conversion and Data Migration | 5%; |
| (viii) Test Plan, Development and Execution | 5%; |
| (ix) Product Quality Control and Assurance | 5%; |
| (x) Training | 5%; |
| (xi) Transition to Production | 5%; |
| (xii) Post Implementation and Warranty | 5%; |
| (xiii) Production Maintenance and Technical Support | 5%. |
- B25.2 Further to B25.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B25.3 Further to B25.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B25.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B25.1(a) and B25.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B25.5 Further to B25.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.5.
- B25.6 Further to B25.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B25.7 Further to B25.1(d), Experience of Proponent and Subcontractors (Section C) will be evaluated considering the information provided in response to B12, including but not limited to the following criteria:
- (a) Similarity of the Proponent's past referenced projects to this Project; and

- (b) Past performance on City of Winnipeg projects, including but not limited to:
 - (i) adherence to project budget;
 - (ii) adherence to project schedule; and
 - (iii) overall satisfaction with the Proponent.
- B25.8 Further to B25.1(e), Experience of Key Personnel Assigned (Section D) to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, considering the information provided in B13, including but not limited to the following criteria:
 - (a) Appropriateness of related years of experience of the Key Personnel;
 - (b) Relevancy of experience of the Key Personnel; and
 - (c) Appropriateness of the approach to the overall team formation and coordination of team members.
- B25.8.1 Proposals that receive less than half the available evaluation points for Experience of Key Personnel Assigned to the Project (Section D) will be rejected in accordance with B25.3.
- B25.9 Further to B25.1(f), Project Understanding and Methodology (Section E) will be evaluated considering the information provided in response to B14 including but not limited to the following criteria:
 - (a) appropriateness of the project management approach;
 - (b) consistency and completeness of the methodology;
 - (c) appropriateness of hours assigned to individual tasks per person;
 - (d) proponent's understanding of the Project, including the deliverables and constraints; and
 - (e) demonstration of insight beyond the information presented in this RFP.
- B25.9.1 Proposals that receive less than half the available evaluation points for Project Understanding and Methodology (Section E) will be rejected in accordance with B25.3.
- B25.10 Further to B25.1(g), Project Schedule (Section F) will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.
- B25.11 Further to B25.1(g)B25.1(h), Proposals that receive less than half the available evaluation points for Project Understanding and Fulfilment of the Broad Functional and Technical Requirements (Section G) will be rejected in accordance with B25.3
- B25.12 Notwithstanding B25.1(d) to B25.1(g), where Proponents fail to provide a response to B8.2(a) to B8.2(d), the score of zero may be assigned to the incomplete part of the response.
- B25.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B23.
- B25.14 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B25.15 This Contract will be awarded as a whole.

B26. AWARD OF CONTRACT

- B26.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B26.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

- B26.2.1 Without limiting the generality of B26.2, 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.
- B26.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B26.4 The City may, at its discretion, award the Contract in phases.
- B26.5 Further to B26.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B26.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent.
- B26.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent for execution.
- B26.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D35 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B26.9 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B26.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. OVERVIEW

D2.1 Winnipeg lies at the geographic centre of Canada and North America. Winnipeg is the capital city of Manitoba, a resource-rich province of 1.3 million people bordered by Ontario to the east, Saskatchewan to the west, and North Dakota and Minnesota to the south. The city is just 100 km (62 miles) from the United States border. Winnipeg is easily accessible from the east and west via the Trans Canada Highway. The total population for the Census of City of Winnipeg (2021) is 749,607.

D2.2 The City of Winnipeg vision is to be a vibrant and healthy city, which places its highest priority on quality of life for all its citizens.

D2.3 The Water and Waste Department (WWD or otherwise referred to as the 'Department') is a large, complex and dynamic department within the City of Winnipeg (COW). The Department consists of three distinct "utilities" – water, wastewater and solid waste disposal. City Council has final authority to set water and sewer rates, and to approve by-law amendments which incorporate new or changes to existing rates for Department services. The Department's vision is to improve the quality of life in our community by providing excellent water and environmental services that include the following;

Water supply, treatment and distribution which encompasses:

- Water supply and treatment processed through facilities, pumping stations, reservoirs, aqueducts, and feeder mains.
- Distribution procured through hydrants, water meters, mains, and water services.
- ~2,710 kilometers (km) of water service mains.
- 1 water treatment plant.
- Wastewater collection and treatment which encompasses:
 - Wastewater collection managed through lift and diversion stations, chambers and ancillary structures, manholes, sewer mains, and combined sewer network/outfalls.
 - Wastewater treatment processed by the City's three sewage treatment plants.
 - ~1,420 kilometers (km) of separated sewer service pipes and 1,030 km of combined sewer pipes.
 - 3 wastewater treatment plants.
- Land drainage and flood control which encompasses:
 - Land drainage mechanisms and structures such as manholes, underpass pumping stations, storage tanks, and storm water retention basins, pipes, drains and major ditches, and outfalls.
 - Flood control mechanisms and structures that include dikes and flood pumping stations.
 - ~1,150 km of land drainage sewers.
- Garbage collection and disposal which encompasses:

- Collection of garbage from single-family and multi-family homes and other miscellaneous services, such as collection of surplus or bulky waste, that are offered on a fee for service basis.
- Disposal of garbage includes the Brady Road Resource Management Facility and ancillary structures, as well as garbage and recycling carts.
- Recycling and waste minimization which encompasses;
 - Recycling and waste diversion services that include the weekly collection of recyclables for single-family and some multi-family homes that are delivered to the material recovery facility (MRF) and seasonal leaf and yard waste collection and composting. Recyclables are also accepted through 4R Winnipeg Depots.

D2.4 The Department relies on the Oracle Utilities Work and Asset Management (OWAM) system to manage assets, maintenance operations, supply chain performance, safety, and regulatory compliance. The Department is the executive sponsor and custodian of the system. There are approximately 500 active users of OWAM with the Department's current release of OWAM version 1.9.1.2.14.

D3. BACKGROUND

D3.1 The Department has identified a need to upgrade its Oracle Work and Asset Management (WAM) to next major version and has already completed Phase 1. The Department is looking for a qualified Contractor to complete the Professional Services required for the implementation of Oracle's WAM version 2.x and all items identified in Phase 2;

D3.2 This RFP pertains to the execution of Phase 2.

Phase 1 – Assessment:

This project phase completed an assessment of the current state, performed a gap analysis, conducted an art of the possible with key stakeholders and users, prescribed a future state roadmap and high-level architecture, rationalized an appropriate licensing and support model, and built support with executive stakeholders for a recommended solution and implementation strategy as found in Appendix A.

Phase 2 – Implementation

This project phase will validate the artifacts produced from Phase 1 to increase the accuracy, reliability and development of the solution and implementation strategy. This phase will encompass completing the architecture, design, code, tests of the new environments and necessary data conversions and system integrations. This will require the services of new report and analytics development. It is expected the services provider to also establish project deliverable quality assurance and control measures, people-process-technology mapping, test validation, training, organizational change management, cut-over and operational planning, and stabilization of the solution.

Phase 3 – Expand and Enhance

Phase 3 may be executed through a series of additional engagements but is unspecified at this time.

Phase 1 was delivered through RFP 311-2020, which was awarded to Auld Management Consulting Ltd. in 2021 and concluded in 2021. E1 Applicable Specifications and Artifacts include outputs of that engagement relevant to the delivery of Phase 2 of the program.

Major components of Work are identified in D4.2. In addition, the Contractor is expected to identify opportunities for improvement and address issues raised throughout the length of the engagement to maximize stakeholder value and address any gaps in processes and practices brought about by this implementation.

- D3.2.1 Project Business Drivers
- (a) Mitigation of business continuity risk
 - (b) Compliance and risk mitigation
 - (c) Long-term cost efficiency and budgetary control
 - (d) Strategic alignment and future readiness
- D3.2.2 Project Objectives
- (a) Implement WAM to meet the Department's business needs.
 - (b) Leverage WAM to address the recommendations from prior assessments to resolve gaps in processes and practices.
 - (c) Use out of the box functionality to the greatest extent possible.
- D4. SCOPE OF SERVICES**
- D4.1 The Work to be done under the Contract shall consist of:
- (a) Provision implementation services to upgrade and migrate the City's Water and Waste Department's Oracle Utilities Work and Asset Management System from version 1.9.1.2.14 to the vendor's most current on-premise version as further described in D4.2 and Part E - Specifications.
 - (b) Provision professional managed support services on a time and material basis to aid the department's technical support resources for the period of two (2) years from the Start Date of the initial service implementation, with the option of five (5) mutually agreed upon two (2) year extensions as further described in D21.
- D4.1.1 The City may negotiate the extension option with the Contractor within one hundred and eighty (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D4.1.2 Changes resulting from such negotiations shall become effective on the anniversary of the respective two (2) year periods in D4.1(b). Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D4.1.3 Contractors are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.
- D4.2 The major components of the Work are as follows:
- (a) Project Governance Stand-up and Foundational Oversight in accordance with D9;
 - (b) Organizational Change Management in accordance with D10;
 - (c) Detailed Analysis and Design in accordance with D11;
 - (d) System Architecture and Administration in accordance with D12;
 - (e) Functional Configuration and Custom Development in accordance with D13;
 - (f) Integration Development in accordance with D14;
 - (g) Data Conversion and Data Migration in accordance with D15;
 - (h) Test Plan, Development and Execution in accordance with D16;
 - (i) Product Quality Control and Assurance in accordance with D17;
 - (j) Training in accordance with D18;
 - (k) Transition to Production in accordance with D19;
 - (l) Post Implementation and Warranty in accordance with D20;
 - (m) Production Maintenance and Technical Support in accordance with D21.

- D4.3 Notwithstanding D4.2, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Contractors are advised that monies have been approved for work up to and including December 31, 2024
- D4.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.
- D4.4 Notwithstanding D4.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.
- D4.5 The funds available for this Contract are \$2,500,000.

D5. DEFINITIONS

- D5.1 When used in this Request for Proposal:
- (a) **“Allowable Disbursements”** means the cost of out of town travel and related meals and accommodations, specialized software, rental rates for specialized equipment, drilling, sampling, laboratory testing and any other out-of-pocket expenses, excluding normal overhead, directly related to Services provided. Overhead shall include any items included in day to day operations and shall include, but not be limited to, computer costs, communication costs, digital photography, administrative fees and items incidental to the Services, except as provided herein, and is expressly excluded;
 - (b) **“Department”** and **“WWD”** refers to the Water and Waste Department;
 - (c) **“INV”** refers to the Innovation and Technology Division, a division of the Water and Waste Department;
 - (d) **Key Personnel”** means an individual designated in a Proponent’s Proposal Submission to perform a lead role in one or more of the proposed key organizational positions indicated in this RFP for the Proponent or its team members;
 - (e) **“MOM”** and **“Mobile Operations Management”** refers to an in-house custom developed mobile/web portal application tailored for WWD staff and contractors, streamlining field operational processes. WAM has a bi-directional interface that supplies MOM with service request, work order and stock information;
 - (f) **“NDA”** means Non-Disclosure Agreement;
 - (g) **“OWAM”** and **“WAM”** refers to the Oracle Utilities Work and Asset Management solution;
 - (h) **“PeopleSoft”** entails custom integrations between PeopleSoft and WAM, employing point-to-point interface through flat files and scheduled jobs for financial management, inventory management, direct charges and time management from another department;
 - (i) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
 - (j) **“Solution”** means all functional and technical aspects of the future target state of Work and Asset Management deployed for the Department with this project;
 - (k) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
 - (l) **“Verint”** is the name of the company that provides a solution used by the City’s 311 services of the Customer Services & Communication department. WAM has a bi-

directional interface for managing citizen service requests related to the Water and Waste Department. The interface is commonly referred to as the Verint or 311 interface;

(m) “**WBS**” means Work Breakdown Structure;

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrators are:

Primary

Greg Lyon
Enterprise Systems Coordinator
Telephone No. 204-794-4535
Email Address.: glyon@winnipeg.ca

Secondary

Andrea Chan
Project Manager
Telephone No. 204-471-0736
Email Address.: achan@winnipeg.ca

And

Oliver Tran
Enterprise Systems Supervisor
Telephone No. 204-986-5572
Email Address: otran@winnipeg.ca

D7. RELEVANT DOCUMENTS

D7.1 For all technical related information and findings from the current state assessments and preliminary gap assessments, refer to Specifications E1.2.

D7.2 Relevant documents and diagrams listed in Specifications E1.2 are available by request to the City’s Contract Administrator after completion of a Non-Disclosure Agreement (NDA). These documents and diagrams will be released at the sole discretion of the City

D8. GENERAL REQUIREMENTS

D8.1 General Requirements of the Contractor

D8.1.1 The Contractor shall provide all project artifacts, final approved raw code, all compiled code releases and work products created as part of this project and the requirements specified in D4.

D8.1.2 All Work (Professional Services) required for the complete functioning of the Solution for the development period and for the period of the agreement following launch of the Solution; include, but not limited to, the cost of all support fees, hourly time and material rates for additional changes to existing/new services and or integrations.

D8.1.3 Progress estimates, completion certificates, and other reports related to the technical aspects of this Project shall be endorsed by the Contractor in a manner acceptable to the City.

D8.1.4 The Contractor shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Contract Administrator. Experience and qualification as specified in B7 shall be submitted for all requested substitute(s) and replacement(s).

D8.2 General Requirements for Project Deliverables

- D8.2.1 Project Deliverables included but not limited to those identified in Scope of Services D4.
- D8.2.2 All Project Deliverables are to be delivered with a document lifecycle approach.
- D8.2.3 Where possible, all documents provided as PDF shall be searchable.
- D8.2.4 Unless otherwise indicated, the review period for major Project Deliverables shall be a minimum of three (3) weeks and correspond to the number of pages and complexity of the document. The Contractor shall indicate these review periods on the critical path method schedule as outlined in B15.
- D8.2.5 All Deliverables shall have incorporated the Contractor's internal quality procedures before being submitted to the City.
- (a) All Deliverables shall be reviewed by a representative of the Contractor who is proficient in technical writing prior to being submitted to the City;
 - (b) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City or additional time to the Project schedule.
- D8.2.6 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document.
- (a) Draft versions of written documents shall be submitted in Microsoft Word 2010 (.docx) native format;
 - (b) All Deliverables shall be submitted to the Contract Administrator.
- D8.3 General Requirements for Meeting
- D8.3.1 Schedule and chair Project meetings
- (a) Provide an agenda a minimum of two (2) Business Days before the meeting date;
 - (b) Provide meeting minutes within three (3) Business Days after the meeting date.
- D8.4 General Requirements for Handling of Confidential Information and further to D25(Information Management);
- (a) The Contractor shall have access to Confidential Information via City facilities (both physical and virtual/remote), but shall not share, download, or distribute said Confidential Information with explicit prior permission from the City; and
 - (b) The Contractor shall vet every data field to determine whether said field contains Personal Information, and if so will consult with the City to determine whether the data in said field should be migrated or some form of masking or encryption should be implemented, as directed by the City.

D9. PROJECT GOVERNANCE STAND-UP AND FOUNDATIONAL OVERSIGHT

- D9.1 Plan, organize, secure, and manage resources to complete the project stages outlined in D9 to D22.
- D9.2 Create and submit a project management plan no later than ten (10) Business Days after Project Award. The project management plan shall include but not be limited to:
- (a) Scope and Schedule
 - (i) Include the schedule information required in B15;
 - (ii) Provide a deliverable based Work Breakdown Structure (WBS) that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, Deliverables, etc.);
 - (iii) Provide a Project schedule, listing all Project activities and milestones. Identify Resource responsibilities, timelines, and dependencies for all activities and milestones;

- (iv) The approved schedule will be used as the Project baseline schedule throughout the Project;
- (v) The schedule will be updated regularly and included with each monthly Contractor Progress Report and Executive Sponsorship meetings.
- (vi) The City's Contract Administrator may request updates to the Project baseline schedule due to delays in receiving deliverables.
- (vii) Identify assumptions and constraints.
- (b) Budget
 - (i) Include the information required in B10.
 - (ii) Include a description of the processes used to carry out earned value analysis such that the Project's performance can be measured against scope, schedule, and cost baselines.
- (c) Quality Management
 - (i) Describe quality management methods used to address quality planning, quality assurance, and quality control for the following:
 - (i) procedures and controls;
 - (ii) data review, verification, and validation;
 - (iii) City reviews;
 - (iv) corrective action process; and
 - (v) quality assurance and control of Deliverables.
- (d) Human Resources
 - (i) Describe the team organizational and management approach;
 - (ii) Resource allocations;
 - (iii) Include an organizational chart.
- (e) Communication Plan;
 - (i) Describe communication interfaces (organizational, technical, and interpersonal) and the roles and responsibilities of each stakeholder.
 - (ii) (ii) Identify the processes that will be used to liaise with the City throughout the provision of the Services and to provide ample opportunity for input and review by the City's Project team.
- (f) Change Management
 - (i) Identify the schedule, quality, and budget impacts of any proposed changes.
- (g) Risk/Opportunity Management Plan;
 - (i) A risk management plan identifying risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan and associated costs to manage risks;
 - (ii) The risk management plan shall be documented using the City's spreadsheet template located on the City's Asset Management Program website located at: <https://www.winnipeg.ca/infrastructure/asset-management-program/templatesmanuals.stm>;
 - (iii) Outline process for updating the risk management plan in various stages of the Project.
- (h) Quality Assurance and Control plan
 - (i) Establish appropriate levels of review and approvals for all Project deliverables.
 - (i) The project plan shall consider the interests of the Department, Records Management, Privacy, Legal and Security;

D9.3 Engagement Kick-Off Meeting:

- (a) Present a preliminary implementation sequence and project schedule;
- (b) Identify foreseeable risks;

- (c) Introduce their implementation team;
- (d) Review the current business requirements;
- (e) Review gap analysis;
- (f) Review current system architecture and environment and provide a target current system architecture and environment;
- (g) Review additional assumptions and constraints.

D9.4 Foundational oversight and reporting to be conducted throughout the length of the engagement:

- (a) The Contractor shall lead Status Meetings;
- (b) The Contractor shall prepare Monthly Status Reports;
- (c) Monitor and Control Project Activities;
- (d) The Contractor shall lead the Risk, Defect, and Quality Management for the project;
- (e) The Contractor shall participate in Executive Steering Committee;
- (f) The Contractor shall assist the Contract Administrator with general administration (i.e. change orders, billing);
- (g) The Contractor shall develop Executive Presentations (as required);
- (h) The Contractor shall log lessons learned and prepare a project closeout report for a project closeout meeting;
- (i) Additional meetings maybe required in the event issue arise during the course of the project.

D9.5 The Contractor shall develop the following project management deliverables:

- (a) Configuration and custom development design strategy for all functional requirements;
- (b) Data migration strategy and plan;
- (c) Testing strategy and plan;
- (d) Training strategy and plan;
- (e) Go-live strategy and plan;
- (f) Operations transition plan;
- (g) Post-Implementation support and maintenance plan.

D9.6 Carry out other project management activities as required.

D9.7 The Services required under the Scope of Work shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templatesmanuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-managementprogram/templates-manuals.stm#4> . Notwithstanding the foregoing, the Contractor is being engaged by the City for their professional expertise; the Contractor shall bring to the Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Contractor is of the opinion is not consistent with good industry practice.

D10. ORGANIZATIONAL CHANGE MANAGEMENT

D10.1 To be conducted throughout the length of the engagement:

- (a) Identify gaps in skills and knowledge;
- (b) Identify degree of impact of new technologies and processes;
- (c) Conduct change readiness assessment (stakeholder capacity to embrace change and the operational implications of changes);
- (d) Create stakeholder engagement plan to garner alignment across leadership;

- (e) Review, tune and execute Communication Plan including establishing communication channels/forums;
- (f) Prepare and distribute communication materials;
- (g) Conduct OCM knowledge transfer.

D11. DETAILED ANALYSIS AND DESIGN

- D11.1 The Contractor shall identify and schedule meetings/workshops to:
- (a) Provide product overview training and orientation for the core team including a product demonstration and core team functional implementer training;
 - (b) Review the current state business assessment and gap analysis from Phase 1;
 - (c) Review the business processes to be supported by the standard configured software;
 - (d) Review the current integration requirements of the Department's WAM with other the City of Winnipeg systems (such as Verint, Oracle PeopleSoft, MOM, etc.);
 - (e) Review the operating requirements, hardware configuration, and capacity;
 - (f) Review the standard configuration of codes and control tables;
 - (g) Review the standard and custom reports from within the product;
 - (h) Document the outcomes of all meetings and workshops, document changes/updates to previous assessment and reports.
- D11.2 Document the analysis and detailed design solutions for functional gaps and integrations;
- D11.3 Evaluate and document detailed design for data conversion and migrations;
- D11.4 Identify and document data inconsistencies, redundancies and issues to be resolved to ensure data quality, integrity and compatibility for the solution;
- D11.5 Design and document the on-premise deployment model.
- D11.6 Define the implementation plan and timeline addressing each of the three objectives as listed in D3.2.2;
- D11.7 Define the proposed project implementation team, to include working hours, location, role, qualifications, and experience. Include staffing resource requirements from the WWD;
- D11.8 Describe documentation to be provided regarding all installs, configurations, and any material related to the overall project;
- D11.9 Identify issues and challenges WWD should anticipate and indicate how they are resolved using your system and services.

D12. SYSTEM ARCHITECTURE AND ADMINISTRATION

- D12.1 Review of the existing on-premise server infrastructure, middleware and application solution builds created in the Oracle environment as noted in E1.2;
- D12.2 Describe and document changes required for the system architecture, design assumptions, database requirements, hardware/software, network storage for WAM attachments and operational considerations;
- D12.3 Describe and document the system architecture for disaster recovery design, requirements, software and operational considerations given the existing hardware;
- D12.4 Describe installation and maintenance costs, to include post project/installation and warranty support. If various delivery platforms are available, provide detail and pricing for each option;

- D12.5 The Contractor should detail license requirements for gaps required to host the solution and technical objectives. The Department will procure the necessary licensing;
- D12.6 Based on information in the technical specifications Vendor Compliance table E2.1, explain any additional software/hardware/licensing that WWD may need to purchase. Include estimate for these expenses in the section on Form B Prices titled Optional Items.
- D12.7 The Contractor will lead the Department's team in setting up the initial development environment and the configuration needed to propagate the environment builds for additional test, quality control, staging and to be production environments;
- D12.8 The Contractor will lead the Department's team in setting up and testing the disaster recovery environments.
- D12.9 The Contractor will install and configure the software and test the system based on the outcome of this Analysis Phase in order to support the Department's business requirements;
- D12.10 Test, validate and document the configuration requirements for each of the server environments;
- D12.11 Describe system administration, to include setup and maintenance and reports administration;

D13. FUNCTIONAL CONFIGURATION AND CUSTOM DEVELOPMENT

- D13.1 The Contractor must identify how target state will address the current WAM deployment's uses of Oracle Fine Grain Access policies to segregate visibility and access to data to various groups.
- D13.2 Where the objective in D3.2.2(c) cannot be met and custom code is required to fulfill functionality gaps, Oracle's best practices must be used to ensure future upgradeability. Custom code modifications that are outside of this constraint would have to be reviewed. Similarly, for integrations, code development will utilize the standard Oracle framework and use override services only where necessary.
- D13.3 Design and develop a replacement solution for a custom field services appointment calendar/scheduler built within the current OWAM 1.9 environment using Oracle Forms.

D14. INTEGRATION DEVELOPMENT

- D14.1 Review and modify/replace custom integrations, SQL scripting and Solaris UNIX scripting as necessary to ensure proper function.
- D14.2 The following are the existing integrations:
- (a) WAM and PeopleSoft (point to point) for financials, inventory management, direct charges and time from another department;
 - (b) Verint 311 solution (web service) for citizen service requests;
 - (c) In-house developed solution Mobile Operations Manager (web services) related to field operational processes;
 - (d) Develop the necessary software components for automating scheduled batch jobs and streams for all point to point integrations using the Department's Broadcom Automic Scheduler.
- D14.2.1 Further integration details can be found in E1.2.

D15. DATA CONVERSION AND DATA MIGRATION

- D15.1 Detail recommendation and approach for data conversion/migration.

- D15.2 Data conversion activities will include (but not be limited to) data mapping, development of conversion specifications, conversion programming, conversion testing, data clean-up, intermediate conversions, as needed, and production conversion of the Department's exiting historical data;
- D15.3 Based on conversion mapping agreed upon during the Analysis Phase, the Contractor will construct the conversion configuration and/or programs in order to import data into the new on-premise environment. The Contractor will lead conversion workshops to review the data conversion approach, document all related data for conversion mapping, conduct data cleansing activities and build scripts to validate the data quality for accuracy, completeness and consistency;
- D15.4 Define the proposed approach to data migration and processes to migrate all historical data;
- D15.5 A data quality assessment of foundation and transactional data sets will be required to determine what data cleanup is required and what data sets are incomplete.

D16. TEST PLAN, DEVELOPMENT AND EXECUTION

- D16.1 Contractor shall present a comprehensive Master Test Plan that included the following;
- (a) Test Strategy defining the objectives and processes for:
 - (i) Functional testing to verify that the application's features and functionalities work as expected;
 - (ii) Performance testing to assess the application's responsiveness, scalability, and resource utilization under various workloads
 - (iii) System integration testing of replacement interfaces with other City and Department systems;
 - (iv) Security testing to identify and mitigate potential vulnerabilities and risks in the on-premise environment;
 - (v) Integration testing to ensure connectivity and correct data flow between the application and other departmental systems;
 - (vi) Compatibility testing to ensure that the application is compatible with different browsers, operating systems, and devices;
 - (vii) User Acceptance Testing (UAT) to validate the application's functionality, usability, and overall user experience in the environment;
 - (viii) Scalability and Resilience Testing
 - (i) Test the application's ability to scale up or down based on varying workloads and demand patterns in the on-premise environment;
 - (ii) Verify the application's resilience by simulating failures and assessing its recovery and failover capabilities;
 - (ix) Pre-deployment testing after the application has been fully deployed in the environment to ensure its proper functioning and performance;
 - (b) Testing methodology identifying the testing tools and frameworks that will be used to conduct the testing;
 - (c) Test plans that incorporates a quality assurance approach and control measures in D17;
 - (d) Defect Management process for classification, review and remediation.
- D16.2 Develop the test scenarios that include instructions, parameters and acceptance criteria in accordance to the Master Test Plan in D16.1.
- D16.3 Develop the test scripts for each of the test scenarios.
- D16.4 Evaluate and develop a process to automate testing for repetitive and critical test cases to accelerate the testing process;

- D16.5 Execute all manual and automated testing.
- D16.6 Report on all test results and record all decisions regarding defect management using the chosen testing and quality control software in D17.3

D17. PRODUCT QUALITY CONTROL AND ASSURANCE

- D17.1 Software Test Lifecycle plan that includes the phases and/or steps to provide quality assurance addressing the department's imperatives;
- D17.2 Identify the key components in the test planning that includes test criticality assessment approach, quality control measures, testing phases, test script development and execution processes;
- D17.3 Provide recommendations and implement the necessary tools and/or software chosen by the Department to achieve the following:
 - (a) Traceability from requirements to testing outcomes;
 - (b) Assess and capture testing criticality for functional scenarios to organize testing priorities;
 - (c) Captures test acceptance criteria and results;
 - (d) Defect tracking and reporting.
- D17.4 A Responsible, Accountable, Consulted and Informed (RACI) model for each testing phase;
- D17.5 Describe and diagram the development and testing environment requirements and processes for promoting changes through the software development lifecycle.
- D17.6 A defined process to assess and address defects and enhancements;
- D17.7 Document test scripts for all phases of project including installation, system testing, functional testing, integration testing, user acceptance testing, and end to end testing.

D18. TRAINING

- D18.1 Contractor shall provide an assessment process to identify the specific training needs of different user groups and stakeholders within the organization to develop a training strategy, training plan and deliver training according to the approved plan;
- D18.2 Contractor shall provide user adoption strategies that emphasize the benefits of the upgraded application, encouraging active participation and engagement during the training sessions;
- D18.3 Onboarding the Department to introduce the platform, the communication structure between the client and Contractor, and how to initiated changes to the solution implemented;
- D18.4 Your firm's approach to training City of Winnipeg staff based on your proposed assessment using the solution and online training portals, user groups, online user communities and other content;
- D18.5 Your firm's approach to training the Department's technical staff on the solution configuration, technical details required to modify and tailor UX, the various business and maintenance objects related to the modules utilized and the general care and feeding of the solution for daily operations to support business areas;
- D18.6 The Contractor will train all identified users to the extent that by the end of the implementation project. The Department will be self-sufficient in system configuration skills and knowledge. The Contractor must identify what they will require in the form of assistance from the Department.
- D18.7 Provide WAM product system administration and toolkit training;

D18.8 Contractor shall develop a Training Plan that includes and will provide:

- (a) Training Objectives with scope, assumptions and dependencies;
- (b) Training needs assessment;
- (c) Training materials, including user guides, manuals, and other, to support the training programs and facilitate effective knowledge transfer;
- (d) Training schedule that accommodates the availability and preferences of the participants, ensuring that the training sessions do not disrupt regular business operations;
- (e) Training curriculum that covers all aspects of the application's functionality, navigation, and best practices for using the system in the on-premise environment;
- (f) Training evaluation;
- (g) Training Infrastructure;
- (h) Feedback mechanism to collect input from the training participants.

D18.9 Contractor shall deliver the training for the approved Training Plan.

D19. TRANSITION TO PRODUCTION

D19.1 Document the installation and deployment process and all components, specifications, integrations, customizations and requirements;

D19.2 Define transition to production operational strategies that includes:

- (a) Define your approach to ensure the proposed strategy works prior to the start of the transition to production;
- (b) Develop Transition to Production Playbook for all activities including contingencies and authorizations;
- (c) Rollback and failover process in the event of any issues;
- (d) Communication Plan to inform stakeholders, end-users, and relevant teams about the upcoming go-live process;
- (e) Develop risk and mitigation plan for potential challenges associated with the transition process;
- (f) Define and document the acceptance criteria for the implementation;

D19.3 Develop a 'Care and Feeding' support document for the Department's technical staff.

D20. POST IMPLEMENTATION AND WARRANTY

D20.1 Prior to the warranty period and technical support during this period, the contractor shall:

- (a) Document an operational support model for the Department's technical support group that outlines the roles and responsibilities of the support team, including system administrators, help desk personnel, and technical support staff;
- (b) Include the incident management process in the operational support model to address and resolve any issues or disruptions that impact the application's functionality or performance in the production on-premise environment.

D21. PRODUCTION MAINTENANCE AND TECHNICAL SUPPORT

D21.1 Contractor shall provide operational services available after deployment that could include:

- (a) Remediation/modification of customizations built into WAM for functional and integration purposes not covered by the product vendor's core support;

- (b) Enhancements to address shifts in business requirements and support changes to business operations.
- (c) Software patching, future functional assessment, technical assessments and general services for performance tuning;
- (d) Describe any additional training/support options for users (phone support, remote diagnostics, conferences, etc.);
- (e) All critical and business-impacting software defects are to be resolved, including the coordination of resolutions with software vendor(s);
- (f) Documentation updates for all impacted deliverables;
- (g) Service level agreement information such as hours of availability and response time.

D22. ADDITIONAL WORK ALLOWANCE

- D22.1 The additional work allowance in the amount of two hundred thousand dollars (\$200,000) is to be used for design and development services that arise due to unforeseen conditions arising in the Project. When such work arises, the Contractor will prepare a concise scope of work and cost proposal in collaboration with the Contract Administrator. The proposal shall be submitted to the Contract Administrator for final approval. No additional Work shall start prior to this approval.
- D22.2 Where the actual cost of the additional Work exceeds the amount of the allowance, the Contractor shall be compensated for the excess incurred and substantiated plus the amounts outlined in C7.4. Where the actual cost of the additional work is less than the amount of the allowance, the City shall be credited for the unexpended portion of the allowance.

D23. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D23.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D23.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D23.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D24. UNFAIR LABOUR PRACTICES

- D24.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of->

human-rights International Labour Organization (ILO) <https://www.ilo.org/global/lang-en/index.htm> conventions as ratified by Canada.

- D24.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D24.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D24.4 Failure to provide the evidence required under D24.3, may be determined to be an event of default in accordance with C18.
- D24.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D24.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D24.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D24.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D24.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D25. INFORMATION MANAGEMENT

The following provisions are in addition to any preceding obligations of confidentiality contained in these conditions.

- D25.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Contractor. Further, where the Services &/or Work is being provided by a third party (either by a Subcontractor or authorized third party reseller), the Contractor represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party’s compliance or non-compliance.
- D25.2 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act (“FIPPA”, the “Act”) and Personal Health Information Act (“PHIA”) imposes obligations on the City to collect, store, use, disclose, and destroy “personal information”, as that term is defined in FIPPA, (“Personal Information”) in the strictest of confidence and in accordance with FIPPA and PHIA.
- D25.3 The Contractor:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;

- (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
 - (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.
- D25.4 While this Contract is in effect, and at all times thereafter, the Contractor shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D25.5 The Contractor comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Contractor shall be in compliance with FIPPA and PHIA.
- D25.6 Further to C23, all Confidential Information is and shall remain the property of the City.
- D25.7 Neither the Contractor shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Contract Administrator. The Contractor shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the RFP, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Contract Administrator.
- D25.8 While this Contract is in effect and at all times thereafter the Contractor shall:
 - (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
 - (b) ensure that access to the Confidential Information is only provided or permitted on a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Contract Administrator; and
 - (e) inform its Subcontractors of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subcontractors comply with those obligations, including (but not limited to) binding said Subcontractors to terms no less strict than those herein through written confidentiality agreements.
- D25.9 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
 - (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the Contract Administrator.
- D25.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Contract Administrator of said steps in writing.
- D25.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Contract Administrator, and

thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the Contractor Administrator in the defense of the demand, if so requested by the Contractor Administrator.

- D25.12 The Contractor shall, and shall ensure its Subcontractors, comply with all directives issued by the Contractor Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Contractor Administrator, so that the Contractor Administrator can verify that the Contractor has complied, and is complying, with its obligations hereunder.

SUBMISSIONS

D26. AUTHORITY TO CARRY ON BUSINESS

- D26.1 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.

D27. INSURANCE

- D27.1 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, contractual 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 applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) Professional liability insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. Such policy shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D27.2 Deductibles shall be borne by the Contractor.
- D27.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D27.4 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 Documents, if applicable.
- D27.5 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.
- D27.6 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

D28. COMMENCEMENT

- D28.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D28.2 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 D26;
 - (ii) evidence of the insurance specified in D27;
 - (iii) the direct deposit application form specified in D31.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D29. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D29.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D29.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D29.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D29.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D29.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D29.5 The Work schedule, including the durations identified in D19 to D20 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D29.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

MEASUREMENT AND PAYMENT

D30. INVOICES

- D30.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed 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

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
Carbon Copy Primary Contract Administrator identified in D6;

D30.2 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 work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D30.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D31. PAYMENT

D31.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D32. PAYMENT SCHEDULE

D32.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D33. WARRANTY

D33.1 Warranty is as stated in C13.

DISPUTE RESOLUTION

D34. DISPUTE RESOLUTION

D34.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D34.

D34.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D34.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D34.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D34.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D34.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D34.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D34.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D34.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D35. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D35.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D35.2 Further to D35.1, in the event that the obligations in D35 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D35.3 For the purposes of D35:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D35.4 Modified Insurance Requirements
- D35.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

- D35.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D35.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D35.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D35.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D35.5 Indemnification By Contractor
- D35.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D35.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation;
- in relation to this Contract or the Work.
- D35.6 Records Retention and Audits
- D35.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D35.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D35.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other

information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D35.7 Other Obligations

- D35.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D35.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D35.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D35.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D35.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D35.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND ARTIFACTS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
1	Appendix A - Needs Assessment and Existing Conditions

E1.3 The documents included in Appendix A are available to the Contractor after completion and submission of a signed non-disclosure agreement to the Contract Administrator specified in D2. A non-disclosure agreement has been included in Appendix B – Non-Disclosure Agreement. Upon receipt of the written request and acceptance of a signed non-disclosure agreement, the documents will be provided.

E1.4 Contractors are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. TECHNICAL SPECIFICATIONS

E2.1 The following specifications have been reviewed working with the vendor Oracle and/or available Oracle documentation with respect to the Work and Asset Management solution. The Contractor must review and acknowledge their work will not diminish, negate or violate any of these requirements.

No.	Requirement ID	Requirement group	Description
1	CR.F.1.021	Technology	The System should support City of Winnipeg's enterprise identity source, Microsoft Active Directory, for authorization.
2	CR.F.1.016	Technology	The City of Winnipeg's data should be encrypted while in transport. Data may be encrypted at rest if designated sensitive.
3	IS.F.01.002	Information Security	The System Vendor (Contractor) should provide security implementation guides for the System.
4	IS.F.01.004	Information Security	The System should support industry standard cryptographic mechanisms to protect stored information against theft, loss, unauthorized use, disclosure, copying, modification or destruction.
5	IS.F.01.006	Information Security	The System should enforce City of Winnipeg-approved encryption mechanisms to store and transmit credentials.
6	IS.F.01.008	Information Security	The System Vendor (Contractor) should minimally have a quarterly cycle for the System software to address known and critical security vulnerabilities.
7	IS.F.01.009	Information Security	The System Vendor (Contractor) should use secure development practices to reduce the likelihood that their software has technical vulnerabilities.

8	IS.F.01.010	Information Security	The System should have customizable role-based access control (RBAC) where users are assigned one or more roles and the System manages access to functions and information based on those roles.
9	IS.F.01.011	Information Security	The System should enforce the concept of separation of duties by providing segregation of administrative functions from other System functions and /or workflows.
10	IS.F.01.013	Information Security	The System should enforce user password changes when a password is initially set, or is reset by an administrative user, such that the administrative user remains unaware of end users credentials.
11	IS.F.01.014	Information Security	The System should contain a mechanism to automatically deactivate user accounts which have been inactive over a configurable time period.
12	IS.F.01.015	Information Security	The System should contain a reporting function that generates a report of access privileges for all users or types/roles of users.
13	IS.F.01.016	Information Security	The System should support standards-based second factor authentication mechanisms.
14	IS.F.01.017	Information Security	The System should guard against password attacks by automatically locking user accounts after a configurable number of failed login attempts.
15	IS.F.01.018	Information Security	The System should contain a mechanism to detect and limit an end user from establishing multiple concurrent sessions.
16	IS.F.01.019	Information Security	The System should support configurable password functions which can enforce password complexity, password expiry and ability to prevent the reuse of prior passwords.
17	IS.F.01.020	Information Security	The System should contain a mechanism to suspend or cancel a user session after a configurable period of inactivity.
18	IS.F.01.003	Information Security	The System should support industry standard cryptographic mechanisms (e.g. TLS, IPSEC, etc.) to prevent unauthorized access and ensure the integrity and confidentiality of information passed between application components and external systems.
19	IS.F.01.012	Information Security	The System should restrict access to the audit functions to a specific audit group which is separate from business / administrative users.
20	PR.F.01.001	Privacy	The System contains mechanisms to display customizable notices to the end user to inform them about the collection of their personal information.
21	PR.F.01.007	Privacy	The System is protected by reasonable administrative safeguards place (e.g., documented information handling policies, processes, and procedures) that support its configuration, implementation and operation at the City and that prevent unauthorized access, use, alteration, or disclosure of City of Winnipeg data by the Contractor, its subcontractors, subsidiaries, service providers, agents, partners, employees, or any third party.

22	PR.F.01.008	Privacy	The System is protected by reasonable technical safeguards that prevent unauthorized access, use, alteration, or disclosure of City of Winnipeg data by the Contractor, its subcontractors, subsidiaries, service providers, agents, partners, employees, or any third party.
23	PR.F.01.009	Privacy	The System detects unauthorized access to the System or any breach of City of Winnipeg data and sends notification within 24 hours of discovery to the City of Winnipeg in the event of any unauthorized access to the System or any breach of City of Winnipeg data.
24	PR.F.01.010	Privacy	The System does not access, use, alter, or disclose any City of Winnipeg data, including personal or personal health information, for any purpose other than that which it was contracted to perform.
25	RM.F.01.006	Records Management	The system supports the configuration of a minimum retention period for a given record type based on retention periods defined in the City of Winnipeg "Records Retention Schedules."
26	RM.F.01.001	Records Management	The system supports the creation of a record to document the completion of an official business transaction. Where a record in the system is made up of more than one component, the system must be able to maintain relationships between all components.
27	RM.F.01.002	Records Management	The system supports either the integrated management of records within the system or the export of records for management within an external system.
28	RM.F.01.008	Records Management	The system supports the creation of a report detailing the successful deletion of records, including destruction and authorization information to demonstrate successful and permanent deletion.
29	RM.F.01.003	Records Management	The system supports a standard record naming mechanism for all records export activities.
30	RM.F.01.004	Records Management	The system supports the recording of user activity for any creation, update, access or destruction to a given record.
31	RM.F.01.005	Records Management	The system supports the search of all records.
32	RM.F.01.007	Records Management	The system supports the documentation of records deletion prior to the deletion of any records within the system.