



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 729-2005**

**CONSULTING SERVICES FOR THE PREPARATION OF A BUSINESS PLAN TO  
ADDRESS THE IMPLEMENTATION OF A 3-1-1 MODEL OF CUSTOMER SERVICE  
AT THE CITY OF WINNIPEG**

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# **PART B**

# **BIDDING PROCEDURES**

## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 CONSULTING SERVICES FOR THE PREPARATION OF A BUSINESS PLAN TO ADDRESS THE IMPLEMENTATION OF A 3-1-1 MODEL OF CUSTOMER SERVICE AT THE CITY OF WINNIPEG

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 6, 2005.

B2.2 Proposal Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. BACKGROUND INFORMATION**

B3.1 The City of Winnipeg is soliciting Proposals from qualified Bidders to prepare a business plan to address the implementation of a 3-1-1 model of customer service at The City of Winnipeg with options regarding the approach, the scope, and associated costs to undertake the initiative.

B3.2 A 3-1-1 system of customer service is a three-digit telephone number intended to provide a gateway to all programs and services the City provides its residents. It has been called a "fast, simple, and convenient single access point for residents to obtain information and request services from their local government." The key difference between 3-1-1 systems and 9-1-1 systems is that 3-1-1 systems deal with non-emergency service-related calls and inquiries while 9-1-1 systems deal with emergency and critical situations.

B3.3 The scope of a 3-1-1 service tends to comprise a 24-hour, centralized call centre operation, although that is not always the case. Possible applications associated with the service include: general enquiry information for all City services and activities; service requests, including an assigned service request tracking number; and public concerns about City services. The scope and depth of implementation has varied significantly from municipality to municipality. This allows for a variety of implementation strategies to be considered for The City of Winnipeg.

B3.4 The goal of 3-1-1 is to enhance customer service and consolidate service-related operations. While a 3-1-1 system offers the potential for efficiency gains, it is not generally viewed as a cost-saving initiative but rather as a customer service strategy. The deciding factors for implementing 3-1-1 systems generally arise from a desire to improve customer service, improve access to service, and improve transparency of government. A 3-1-1-based customer service model could help foster and promote a "culture of service" at The City of Winnipeg. A centralized 3-1-1 call centre could provide a better front door to City services and function as a "customer service nerve centre" for Winnipeg citizens and businesses.

B3.5 Potential benefits of a 3-1-1 system include:

- (a) Improved customer service by offering access to all City services through one number, 24 hours a day, 365 days a year;
- (b) Integrated front-end service requests with back-end resolution processing;
- (c) Increased government accountability and efficiency through performance tracking and reporting;
- (d) Increased ability to respond to unanticipated events such as civic emergencies;

- (e) Improved efficiency in service delivery by consolidating answer centres and streamlining operational processes; and
- (f) Enhanced image of city government as a transparent and accessible service provider.

Furthermore, there are other potential benefits in that a 3-1-1 system:

- (a) May reduce non-emergency call volumes to 9-1-1; and
- (b) May provide a backup/overflow for 9-1-1 in the event of system failures or civic emergencies.

**B3.6** Currently, The City of Winnipeg's systems can be characterized as follows:

- (a) The City of Winnipeg operates 10 customer service call centres and two information lines. Combined, there are approximately 214 City of Winnipeg call centre and information centre staff members (including part-time and full-time with other duties).
- (b) Customer service (telephone) access points for City of Winnipeg services include more than 600 phone listings in The City of Winnipeg Service Guide (MTS "blue pages").
- (c) Call centre technology used at The City of Winnipeg includes a variety of systems for mapping, call tracking, customer complaint logging, interactive voice response and more. Call centres in Public Works and Water and Waste, for example, use Synergen, a work management system; Customer Information System (CIS), a Web-based mapping system; and Advisor, a knowledge management system.
- (d) Current staffing costs (including benefits) for all call centre operations across The City of Winnipeg are an estimated \$9.1 million.
- (e) Current annual technology-related operating costs for these facilities are estimated at \$1 million.

#### **B4. ENQUIRIES**

**B4.1** All enquiries shall be directed to the Contract Administrator identified in D4.1.

**B4.2** If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

**B4.3** 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 Bidders by issuing an addendum.

**B4.4** 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 Bidder who made the enquiry.

**B4.5** The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

#### **B5. CONFIDENTIALITY**

**B5.1** Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **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.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division Internet site at <http://www.winnipeg.ca/matmgt>.

B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division Internet site for addenda shortly before submitting his Proposal.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B7. PROPOSAL SUBMISSION REQUIREMENTS**

B7.1 Bidders are invited to submit Proposals outlining their qualifications, experience and suitability for the project, including their ability to meet the project goals. Bidders are required to submit their Proposals following the format and order described in this section.

B7.2 The Proposal Submission shall consist of the following components:

- (a) An Executive Summary that provides a brief description of the Bidder's understanding of the scope and objectives of the Work together with an overview of the Proposal highlighting the manner in which the scope of the Project and the needs of The City of Winnipeg will be met. Bidders should limit the Executive Summary to a maximum of five (5) pages.
- (b) An Introductory Section that summarizes the Bidder's understanding of The City of Winnipeg's expectations including:
  - (i) Understanding of project context;
  - (ii) Appreciation of the project scope
  - (iii) Understanding of the project deliverables;
  - (iv) Understanding of the nature of the project; and
  - (v) Key assumptions.
- (c) A description of the Bidder's proposed methodology and approach to the project:
  - (i) A clear description of how the Bidder intends to complete the Work for each of the following phases of the project (see E2):
    - Phase 1: Assessment: challenges and opportunities
    - Phase 2: Scoping: project options and costing
    - Phase 3: Proposal: implementation strategy
    - Phase 4: Presentation of findings and recommendations
  - (ii) A detailed Project Plan that reflects the proposed approach to the Work. All major start dates, end dates, review and approval points and major milestone dates should

- be shown. The plan should identify interim and final deliverables and their respective delivery dates, in consideration of critical stages identified in D13, along with the Bidder's resources that will be applied to the Work;
- (iii) Identification of all facts and assumptions made by the Bidder in developing the Proposal and the relevance that these facts and assumptions have had on the proposed methodology, fees for service, and team composition (e.g., data availability, level of involvement of City staff, etc.);
  - (iv) A detailed description of any information, resources, or services required to be provided by The City of Winnipeg.
- (d) A description of the Bidder's proposed Project Team including:
- (i) Identification of the Bidder's team outlining the expertise of the prime and any sub-contracting firms;
  - (ii) An explanation of how the team will work together in meeting the needs of the Project;
  - (iii) Identification of the overall Project Team leader responsible for coordinating all efforts;
  - (iv) A team organization chart indicating proposed interactions between team members, The City of Winnipeg Project Manager, and the Advisory Committee that will be established to provide input into the Project;
  - (v) The roles and time commitment of various team members at various stages of the Project; and
  - (vi) The unique strengths of team.
- (e) A description of the Bidder's relevant work experience including references.
- (f) Proposed fees including:
- (i) Fee for consulting services for each phase of the Project;
  - (ii) Fees for any sub-contractors needed to assist with the assignment;
  - (iii) Disbursements (including printing/photocopying, fax charges, long distance charges, incidentals, couriers, etc.);
  - (iv) Travel and related expenses (accommodations, meals, incidentals, mileage, parking, etc.).
- B7.3 The Bidder should note that the combined Fee for Service for all phases, disbursements and travel expenses should not exceed \$200,000 (in Canadian dollars), including all taxes.
- B7.4 Non-resident firms are subject to a Non-Resident Withholding Tax of 15% of fees.
- B7.5 All components of the Proposal Submission shall be fully completed or provided and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Proposal.
- B7.6 Proposal Submissions shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.6.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.7 Proposal Submissions submitted by facsimile transmission (fax) or Internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposal Submissions shall be submitted to:

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

## **B8. PROPOSAL**

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B8.4 Paragraph 10 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.
- B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal Submission and the Contract, when awarded, shall be both joint and several.

## **B9. QUALIFICATION**

- B9.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;

- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation 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 Internet site at <http://www.winnipeg.ca/matmgt>); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;

B9.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, further proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

#### **B10. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B10.1 Proposal Submissions will not be opened publicly.

B10.2 After award of the contract, the name(s) of the successful Bidder(s) and the contract amount(s) will be available on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division Internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by other authorities having jurisdiction, or by law.

#### **B11. IRREVOCABLE OFFER**

B11.1 The Proposal submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Proposal.

B11.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 9 of Form A: Proposal.

#### **B12. WITHDRAWAL OF OFFERS**

B12.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding GC.7.06(2) as referenced in C.1.1, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 10 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
- (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 10 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Proposal withdrawn.

B12.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

### **B13. INTERVIEWS**

B13.1 The Contract Administrator may, at his/her sole discretion, interview Bidders during the evaluation process.

B13.2 The Contract Administrator may, at his/her sole discretion, request Bidders to make an oral and visual presentation of their Proposal.

### **B14. NEGOTIATIONS**

B14.1 The City reserves the right to negotiate details of the Contract with Bidders.

B14.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.

B14.3 If, in the course of negotiations pursuant to B14.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

### **B15. EVALUATION OF PROPOSALS**

B15.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) Compliance by the Bidder with the requirements of the Request for Proposal; P/F
- (b) Project team qualifications 40%;
- (c) Understanding of the project, proposed methodology, and schedule of work 40%
- (d) Project fee 20%;

B15.2 Further to B15.1(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 if the interests of the City so require.

- B15.3 Further to B15.1(b), project team qualifications will be evaluated considering the Bidder's Proposal or other information required to be submitted.
- B15.4 Further to B15.1(c), understanding of the project, proposed methodology, and schedule of work, will be evaluated considering the Bidder's Proposal or other information required to be submitted.
- B15.5 Further to B15.1(d), the project fee shall be the total cost for completion of the Work as submitted by the Bidder.
- B15.5.1 Lowest cost proposal will receive the maximum number of points allocated to project fee.
- B15.5.2 Points for other proposals will be allocated relative to the lowest cost proposal.
- B15.6 This Contract will be awarded as a whole.

**B16. AWARD OF CONTRACT**

- B16.1 The Award Authority will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified and the Proposals are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one 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.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

# **PART C**

# **GENERAL CONDITIONS**

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division Internet site at <http://www.winnipeg.ca/matmgt>.

**PART D**

**SUPPLEMENTAL CONDITIONS**

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of consulting services for the preparation of a business plan to address the implementation of a 3-1-1 model of customer service at The City of Winnipeg with options regarding the approach, the scope, and associated costs to undertake the initiative.
- D2.2 The major components of the Work are as follows:
- (a) Phase 1: Assessment: challenges and opportunities
  - (b) Phase 2: Scoping: project options and costing
  - (c) Phase 3: Proposal: implementation strategy
  - (d) Phase 4: Presentation of findings and recommendations

#### D3. DEFINITIONS

- D3.1 When used in this Request for Proposal:
- (a) "**Award Authority**" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
  - (b) "**Bidder**" means any person submitting a Proposal for the Work;
  - (c) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (d) "**Calendar Day**" means the period from one midnight to the following midnight;
  - (e) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
  - (f) "**Contract Administrator**" means the person designated as such in the Supplemental Conditions;

- (g) “**Proposal**” means the offer contained in the Proposal Submission;
- (h) “**Proposal Submission**” means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (i) “**Submission Deadline**” and “**Time and Date Set for the Final Receipt of Bids**” mean the time and date set out in the Bidding Procedures for final receipt of Proposals.
- (j) “**may**” indicates an allowable action or feature which will not be evaluated;
- (k) “**must**” or “**shall**” indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (l) “**should**” indicates a desirable action or feature which will be evaluated on a relative scale; and
- (m) “**Work**” means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the contract and, without limiting the generality of the foregoing, includes the furnishing of all plant, material, labour and services necessary for or incidental to the fulfilment of the requirements of the contract, including all changes in Work which may be ordered as herein provided.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Mr. Gerald H. Couture, FCIP  
Senior Consultant, CAO Secretariat  
The City of Winnipeg  
510 Main Street, 3<sup>rd</sup> Floor  
Winnipeg, MB. R3B 1B9  
Telephone No. (204) 986-5107  
Facsimile No. (204) 949-1174

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

- (a) A Project Manager who will represent The City of Winnipeg throughout the duration of the Project, and
- (b) A Project Advisory Committee representing a cross-section of City of Winnipeg departments and functions responsible for providing guidance and assistance to the Contractor throughout the duration of the Project.

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

#### **D6. NOTICES**

D6.1 GC.7.06, as referenced in C.1.1, is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.06, as referenced in C.1.1, is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of

delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D6.3 Further to GC.7.06, as referenced in C.1.1, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

D7.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D7.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D7.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **D8. INDEMNITY**

D8.1 Notwithstanding GC 7.04, as referenced in C.1.1, the Contractor should save harmless and indemnify the City and all of its employees for an amount equal to all monies paid pursuant to the Contract regardless of to whom they were paid, plus the sum of two million dollars (\$2,000,000.00), unless specifically stated otherwise in the Contract documents, against costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, its Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
- (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
- (d) failure to pay a workers compensation assessment, or federal or provincial taxes;
- (e) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work; and
- (f) inaccuracies in any information provided by the City to the Contractor.

D8.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.

D8.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding claim or demand was undertaken on behalf of the City by a salaried employee of the City.

D8.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

D8.5 If the Proposal is silent as to indemnification, the Contractor shall be deemed to have agreed to indemnify the City as provided above.

## **D9. INTELLECTUAL PROPERTY INDEMNITY**

D9.1 The Contractor should fully defend, indemnify and save harmless, without exclusion or limit or restriction of any kind whatsoever, the City, its Mayor, councillors, officers, employees, agents, representatives, successors and assigns, from and against all claims, demands, suits, proceedings and liability for damages and/or costs, arising from infringement, actual or alleged, by the recommended approach and scope, their use, or by any of the deliverables developed or provided or supplied under or used in connection with the Work of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

D9.2 If the Proposal is silent as to indemnification, the Contractor shall be deemed to have agreed to indemnify the City as provided above.

## **SUBMISSIONS**

### **D10. AUTHORITY TO CARRY ON BUSINESS**

D10.1 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.

## **D11. WORKERS COMPENSATION**

D11.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## **D12. INSURANCE**

D12.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, and such liability policy to also contain contractual liability, to remain in place at all times during the performance of the Work.

D12.2 The Contractor shall provide and maintain professional liability insurance in the amount of at least two million dollars (\$2,000,000.00) to remain in place at all times during the performance of the Work and one (1) year after completion of the Contract.

D12.3 Deductibles shall be borne by the Contractor.

D12.4 The Contractor shall provide the Contract Administrator with a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the site but in no event later than the date specified in GC.3.01, as referenced in C.1.1, for the return of the executed Contract.

D12.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

D13.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D13.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
  - (ii) evidence of the workers compensation coverage specified in D11;
  - (iii) evidence of the insurance specified in D12; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D14. CRITICAL STAGES**

D14.1 The Contractor must complete Phase 3 of the work, which represents the completion of the business plan, by May 31, 2006.

### **D15. TOTAL PERFORMANCE**

D15.1 The Contractor shall achieve Total Performance in accordance with E2.8.

## **CONTROL OF WORK**

### **D16. HOLDBACKS**

D16.1 The City will retain 10% of fees due as a holdback from each payment to the Contractor. The holdback, which will accumulate to 10% of the grand total of fees due, will be paid only on the completion of all deliverables to the satisfaction of the Contract Administrator.

### **D17. NON-RESIDENT WITHHOLDING TAX**

D17.1 Non-resident firms are subject to a Non-Resident Withholding Tax of 15% of fees.

# **PART E**

# **SPECIFICATIONS**

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. GENERAL**

E1.1 These Specifications shall apply to the Work.

#### **E2. SERVICES**

E2.1 The Contractor shall provide consulting services for the preparation of a business plan to address the implementation of a 3-1-1 model of customer service at The City of Winnipeg in accordance with the requirements hereinafter specified.

E2.2 The Work will comprise four (4) Phases as follows:

- (a) Phase 1: Assessment: challenges and opportunities
- (b) Phase 2: Scoping: project options and costing
- (c) Phase 3: Proposal: implementation strategy
- (d) Phase 4: Presentation of findings and recommendations

E2.3 The business plan preparation component will comprise the first three (3) Phases of the Work, each of which will be followed by a presentation to a Project Advisory Committee (see E2.9).

E2.4 The business plan preparation is intended to:

- (a) Review The City of Winnipeg's background research on 3-1-1 systems, add to that information based upon the Contractor's experience and understanding, and draw conclusions about best practices from this information;
- (b) Provide an assessment of the public information systems currently in place throughout The City of Winnipeg, drawing upon information provided by The City of Winnipeg;
- (c) Identify the opportunities and challenges that present themselves if The City of Winnipeg were to implement a 3-1-1 customer service system;
- (d) Develop options for various models of 3-1-1 customer service system including but not limited to:
  - (i) Options for an enterprise-wide communications network including hardware and software;
  - (ii) Options for the staffing, training, and activation of a centralized call centre or a series of decentralized call centres;
  - (iii) Options for call management including consideration of voice switching systems, integrated voice response systems, and universal queuing; and
  - (iv) Options for an electronic (Web-based) customer relationship management system to fully integrate the customer service experience.
- (e) Develop options for consideration in implementing a 3-1-1 customer service system at The City of Winnipeg including a list of potential vendors and an approach to scope and phasing;
- (f) Develop cost estimates associated with all of the various options; and
- (g) Provide a recommendation for implementing a 3-1-1 customer service system at The City of Winnipeg including phasing considerations.

E2.5 In preparing the business plan, issues that may need to be addressed include:

- (a) Project capital and operational costs — preliminary research shows that project costs range widely in other municipalities based on the scope of the project;
  - (b) Technology integration — integrating existing technology systems with new 3-1-1 customer relationship management systems, call centres, and the Web site;
  - (c) Space and human resources requirements — estimates regarding the amount of space and number of staff needed;
  - (d) Web integration with Winnipeg.ca — enabling self-service 3-1-1 requests through the City's Internet site at Winnipeg.ca; and
  - (e) User fees — the possible use of user fees.
- E2.6 A made-in-Winnipeg solution should reflect a scope and depth, including technological and financial commitments, appropriate for this City. The following options, among others, may need to be explored analytically from a cost-benefit perspective.
- (a) Most cities operate 24 hours a day, 7 days a week, 365 days a year, although some have chosen to operate with fewer hours such as 18-7-365.
  - (b) Most cities offer a Web-based service request system along with their 3-1-1 service, although examples exist where a Web-based service is launched first, followed later by a 3-1-1 service.
  - (c) Some cities use an electronic (Web-based) customer relationship management system with their 3-1-1 system although others use only a call switching technology.
  - (d) Most cities host their own technology although some are using an application service provider.
- E2.7 Phase 4 of the Work will involve a minimum of three (3) presentations of the findings and recommendations proposed in the business plan including:
- (a) A presentation to the Project Advisory Committee;
  - (b) A presentation to the Chief Administrative Officer and/or the Senior Management Team comprising department directors and other senior staff; and
  - (c) A presentation at a Council Seminar comprising all 16 members of City Council, including the Mayor.
- E2.8 The Contractor must be prepared to undertake Phase 4 of the Work through the month of June 2006. However, the Contractor is advised that presentation dates will not be set until nearer the Critical Stage deadline. Should the presentation dates extend beyond the month of June 2006, the Contractor must be prepared to meet such dates upon a notification of two (2) weeks. The Work will not be deemed to be complete until such presentations have been made, or the Contract Administrator has waived the requirement for such presentations.
- E2.9 An inter-departmental Project Advisory Committee will be formed to provide guidance on this project. The Committee will be responsible for providing assistance to the Contractor for information that may be needed from The City of Winnipeg. Furthermore, the Project Advisory Committee will provide advice including:
- (a) Requirements and specifications of the Project and deliverables;
  - (b) Expectations of users; customer perspective of the Project;
  - (c) Periodic commentary on the various Phases of Project; and
  - (d) Project performance.
- E2.10 As deliverables, the Contractor will provide:

- (a) A detailed business plan, 8½" x 11" in size, constituting one (1) unbound original, five (5) complete bound copies, and one (1) electronic copy of the file on disk or CD in Microsoft format; and
- (b) A summary presentation of the business plan in PowerPoint format.

E2.11 The deadline for submission of all deliverables is May 31, 2006.