



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 610-2011

**REQUEST FOR PROPOSAL FOR THE PROVISION OF A FRAUD AND WASTE
HOTLINE AND CASE MANAGEMENT SYSTEM**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR THE PROVISION OF A FRAUD AND WASTE HOTLINE AND CASE MANAGEMENT SYSTEM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 22, 2011.

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

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

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

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

B5. ADDENDA

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

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6. SUBSTITUTES**
- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.

- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B19.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Schedule 1: Bidder Questionnaire
 - (c) Schedule 2: Prices;
 - (d) Experience as outlined in B11; and
 - (e) Project Approach/Methodology as outlined in B12.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.3.1 Bidders should submit one (1) unbound original (marked "original") and three(3) copies. Proposals will not be accepted by any electronic means. Only hardcopies will be accepted for this RFP.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B19.1(a).
- B7.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. PROPOSAL

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

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

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

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

B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICE

B9.1.1 The Bidder shall submit Schedule 2: Prices, listing all fees and costs associated with the recommended Proposal.

B9.1.2 No claim shall be made by the successful Bidder for payment of service and/or materials not identified in the Proposal Submission. The Bidder should separately identify and cost any work in addition to the Scope of Work detailed in D2.

B9.1.3 Notwithstanding C11.1.1, the price on Schedule 2: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and

- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. EXPERIENCE

B11.1 Bidders should submit a detailed narrative describing their relevant corporate experience, including the experience of any proposed subcontractors. The documentation should thoroughly describe how the Bidder has supplied expertise for similar contracts and projects. Bidders may include any supporting documentation they wish that they feel will support their descriptive narrative.

B11.2 References should include three (3) external references from clients who received similar services. In addition, two (2) references should be submitted for each proposed subcontractor. The minimum information that should be provided about each reference is:

- (a) Name of individual or company services were provided for
- (b) Address of individual or company
- (c) Name of contact person
- (d) Telephone number of contact person
- (e) Type of services provided and dates services were provided

B12. PROJECT APPROACH/METHODOLOGY

B12.1 Further to B7.1 (e), the Bidder should submit information for the City to evaluate if the Bidder has an established approach/methodology which outlines the Bidder's philosophy and approach to the project based on a firm understanding of the project goals, methodology and scope for projects of similar nature and complexity, and indicate how this knowledge would be applied to the Work of this Contract.

B12.2 The description of the Bidder's proposed approach/methodology to the Project should include:

- (a) A description of the Bidder's understanding of the Scope of Work, and how these will be achieved;

- (b) A detailed proposal of what will be delivered by the Bidder, including the expected outcome and benefits to the City. In addition, the Bidder must provide a written response to all questions in the questionnaire (See Schedule 1) which will address the following:
 - (i) Process Overview.
 - (ii) Assistance with Hotline Promotion
 - (iii) Tip Intake.
 - (iv) Reporting
 - (v) Program Measures
 - (vi) Data Integrity, Security, and Privacy
 - (vii) Case Management System Availability
 - (viii) Training
- (c) 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 stages identified;
- (d) Identification of all facts and assumptions made by the Bidder in developing the Submission and the relevance that these facts and assumptions have had on the proposed methodology and team composition (e.g., data availability, level of involvement of City staff, etc.);
- (e) A detailed description of any information, resources, or services required to be provided by The City of Winnipeg.

B13. MANDATORY CRITERIA

B13.1 The Contractor is required to meet criteria (a) through (h) of the Mandatory Criteria contained in this Contract. The Mandatory Criteria are outlined below in B13.2.

B13.2 Mandatory Criteria:

- (a) Your company has at least one year of demonstrated expertise in providing and operating a 24x7x365 confidential hotline intake service and case management systems for external clients.
- (b) Your company has systems and processes in place that provide data privacy and security.
- (c) Your company has a business continuity plan that has been tested successfully as it would relate to the operation of a hotline for the City.
- (d) Your company's hotline intake call centre and operators reside in Canada.
- (e) Your company's hotline case management software maintenance resource, database, and backup databases solely reside in Canada.
- (f) Your company is subject to the jurisdiction of only Canadian courts of law. (In other words, your company is not affiliated with or a subsidiary of a company that is subject to the provisions of the USA P.A.T.R.I.O.T. Act or similar legislation.).
- (g) Your company is familiar with the privacy and access to information rights and limitations afforded by Manitoba's Freedom of Information and Protection of Privacy Act, C.C.S.M.c. F175.
- (h) Your company must be able to execute the Contract, start initial project planning and meet a three-month deadline following Contract award to commence taking calls from City employees starting December 1, 2011.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 For reasons of confidentiality the award information will not be made available publicly.

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 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.

B16.1.1 Notwithstanding C19.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. INTERVIEWS

B17.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders

without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

- B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

- B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
 - 1. Form A: Proposal
 - 2. Mandatory Criteria
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10: (pass/fail);
- (c) Bid Price 30%;
- (d) Experience 10%;
- (e) Project Approach / Methodology 60%.

- B19.2 Further to B19.1(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.

- B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

- B19.4 Further to B19.1(c), the Bid Price shall be the total price shown on Schedule 2: Prices.

- B19.5 Further to B19.1(d) Experience will be evaluated considering the Bidder's response to B11 and the experience of the proposed team.

- B19.6 Further to B19.1(e), Project Approach/Methodology will be evaluated considering the Bidder's response to B12 and Schedule 1.

- B19.7 This Contract will be awarded as a whole.

- B19.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(a), the Proposal will be determined to be non-responsive and will not be further evaluated.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B20.2 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.

- B20.2.1 Without limiting the generality of B20.2, 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.

B20.3 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.

B20.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

B20.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B20.5 The Contract Documents, as defined in C1.1(k)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the Provision of a Fraud and Waste Hotline and Case Management System for the period from the date of Award of Contract until December 31, 2012, with the option of four (4) mutually agreed upon one (1) year extensions.

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

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

D2.2 The City of Winnipeg requires an independent Fraud and Waste Hot Line intake service and an integrated Case Management Module on a 24X7X365 basis that enables it to establish, manage and track the status of all active financial fraud, waste and abuse cases, reported anonymously by City of Winnipeg employees initially and potentially open to the public as early as the second half of the first year of operations.

D2.3 The Audit Department does not currently utilize a hotline service for anonymous reporting, thus the Audit Department does not have a reliable basis for projecting expected utilization levels for the hotline service. However, based on our analysis of other jurisdictions with a similar service the Audit Department anticipates utilization (the number of initial intakes) to be approximately fifty (50) intakes per year. The City current annual average headcount is approximately 9,900 employees which includes full and part time staff and seasonal workers. The population of the City of Winnipeg in 2010 was approximately 684,100.

D2.4 The City may award the Contract in Phases:

- (a) Phase 1 – Initial Configuration, Customization, Set-up and Operation for the period stated in D2.1;
- (b) Phase 2 – Ongoing Operation;
 - (i) the City may negotiate additional Work eg. opening the fraud and waste hotline to the Public if the City decides to proceed.

D2.5 The Contractor will:

- (a) Provide, operate, and maintain a hotline intake service and case management system that allows City employees/public to report suspicions of fraud and misconduct to a hotline intake operator and through a web form. (The Contractor is not responsible for investigation of the tips submitted).
 - (i) The intake service must allow employees/public to remain completely anonymous if they choose to do so. If an employee/or member of the public chooses to remain anonymous, the Contractor will ensure that no personal information is gathered from the employee/member of the public and that no information about the originating telephone or computer is collected or displayed in any form.
 - (ii) The web form used by employees/public to submit tips must allow for, but not require, input of the employee's/public's contact information. It must also include statements ensuring the employee's/public's anonymity if they choose not to reveal

- their contact information and providing a high level description of the site security provisions.
- (iii) The intake service and case management system must provide a comprehensive solution for tracking and reporting on original tips and all associated information and for facilitating communications between the City and employees/public who choose to remain anonymous.
- (b) Provide assistance to the Audit Department in developing hotline promotion and awareness campaigns and materials.
 - (c) Work with the Audit Department to implement a reporting process that will enable tracking, updating, and reporting related to all tips entered into the case management system. Specific reports that must be available for the City to access from the case management system include:
 - (i) Daily reports detailing the tips received.
 - (ii) Weekly summary reports of all tips processed including status of each tip recorded and the results of any follow-up queries to earlier tips.
 - (iii) Monthly reports providing year-to-date summaries of each tip received and activities and outcomes associated with each tip.

D2.6 The Work will be conducted in two phases:

- (a) Phase 1 – Initial Configuration, Customization, Set-up and Operation for the period stated in D2.1;
- (b) Phase 2 – Ongoing Operation.

Configuration, Customization, and Set-up

D2.7 In this phase the Contractor will be responsible to:

- (a) Configure and Customize
 - (i) Work with the Audit Department to configure and customize a hotline intake system that includes toll-free phone access to intake operators 24x7x365 and web form to be used by City employees to report tips regarding possible fraud and/or misconduct within the City.
 - (ii) Work with the Audit Department to adapt standard intake questionnaires, decision trees, and system reports as necessary to meet the program objectives.
 - (iii) Work with the Audit Department to establish reporting and notification protocols that address foreseeable issues related to incoming tips.
- (b) Hotline intake system configuration and customization, including database, intake questionnaires, report content and formats, and notification protocols, must be complete no later than December 1, 2011.
- (c) Promotion materials
 - (i) Provide advice and examples of successful hotline promotion materials and assist the Audit Department with developing a communications plan.
- (d) Database, case management, and backup routines
 - (i) Configure a database, case management system, and database backup routines that will ensure that each tip received by the hotline is inputted, tracked, safeguarded, and retained.
 - (ii) The database and case management system must be a comprehensive system that tracks each tip received and all records associated with any resulting investigation, such as investigation results, categorization of each tip, and include other information that would be helpful in identifying recurring organizational issues or recurring tips involving the same operating units. The solution must also incorporate means of facilitating communication between the City and employees/public who provide tips and choose to remain anonymous.
 - (iii) In order to provide a fully integrated tracking and reporting system, the Contractor's case management system will also function as the Audit Department's case

management system for tips received from sources other than the hotline. The number of tips typically received by the Audit Department through other channels has historically been less than ten per year.

- (iv) For tracking and reporting purposes, records related to tips received from sources other than the hotline must be easily distinguished from those received directly by the hotline system.
- (v) Set up and test the hotline intake program to ensure that phone lines, web forms, intake questionnaires, decision trees, case management system, and system reports are working as intended.
- (vi) Adequate training will be provided to designated Audit Department employees and other City employees who are assigned as case managers, investigators, or program coordinators.
- (vii) Training of designated City staff and final testing must be complete no later than December 1, 2011.
- (viii) Training and helpdesk services for the case management system must also be available to designated City employees on an ongoing and as needed basis to accommodate City personnel changes.

Operation and Ongoing Operation

D2.8 In this phase the Contractor will:

- (a) Provide a hotline intake service staffed 24x7x365 with professionally trained intake staff to receive phone tips from City employees/public.
- (b) Provide 24x7x365 English language web form reporting capability.
- (c) In the case of telephone tips, provide multi-language accessibility to City employees/public as required.
- (d) Promptly contact officials designated by the City if the tip is regarding a situation that presents an imminent threat to life, safety, environment, or property.
- (e) Provide case management system software, data storage, maintenance, database backup.
- (f) Provide access to authorized Audit Department employees to update the case management system with tip resolutions and obtain reports from the case management system.
- (g) Provide regular reports to the Audit Department as outlined in D2.5(c).

D3. COMMUNICATION WITH THE AUDIT DEPARTMENT

D3.1 The Contractor must be available to work closely with the Audit Department throughout the Configuration, Customization, and Setup Phase through a variety of communication methods such as teleconference, email, etc. Teleconferences will normally be arranged at least 24 hours in advance. Progress reports will be provided by the Contractor via email.

D4. ONGOING COMPLIANCE WITH MANDATORY CRITERIA

D4.1 The Contractor is required to meet criteria (b) through (g) of the Mandatory Criteria outlined in B13.2 throughout the term of this Contract, including throughout any optional terms that may extend the duration of this Contract. The Contractor is required to submit a report annually to the City Auditor indicating whether or not these mandatory criteria are being met.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Bryan Mansky
Deputy City Auditor
3rd Floor, 185 King Street
Winnipeg MB
R3B 1J1

Telephone No. (204) 986-4136
Facsimile No. (204) 986-4134
Email bmansky@winnipeg.ca

- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D6.1 During the course of this Contract, the Contractor may acquire access to information concerning the City that is confidential. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, at any time during or subsequent to the term of this Contract, any confidential information of the City of which the Contractor has been or hereafter becomes informed, whether or not developed by the Contractor, including without limitation, information pertaining to this Project and the resulting report, if any, to be provided. This clause shall not apply to information the Contractor may necessarily be required to disclose or use in connection with the Services which it is obligated to perform under this Contract or as required by law.
- D6.2 The Contract, all Deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use or promotional material, or to the use of any third party, all or any part thereof without the prior written consent of the Project Manager.
- D6.2.1 Further to C9.12 and in accordance with C9.4, the Contractor expressly waives any claim to moral rights, as provided for in the law of copyright.
- D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.
- D6.4 The Contractor hereby agrees to execute such other documentation as may be reasonably requested by the City to evidence their respective intellectual property rights in and to the Deliverables.

D7. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- D7.1 The Contractor acknowledges that, in adherence to the Freedom of Information and Protection of Privacy Act, C.C.S.M.c.F175 (FIPPA), The Contractor is required to comply with the provisions of FIPPA pertaining to all information and records relating to all information and records relating to, obtained, generated, collected or provided under or pursuant to this Contract.

D8. INTELLECTUAL PROPERTY

- D8.1 All reports, drawings, calculations, designs, plans, leading practices, specifications, and other data, information and all material utilized, collected, compiled, drawn and produced (including digital files) to carry out the Services contemplated in this Contract ("Deliverables") are solely the property of the City, with the exception of the materials and information in the possession of the Contractor prior to the commencement of this project, and the Contractor's copyright in such property, if any, is hereby assigned to the City.
- D8.1.1 For greater clarity, any disclaimer that is included in or on any Deliverable to limit the use by the City of such Deliverable, as provided for under this shall have no force and effect and will not alter the terms of this Contract, unless the terms of that disclaimer are expressly agreed to by both parties in writing as an amendment to this Contract.
- D8.2 Upon completion of the Services or termination of this Contract, all of the Deliverables shall be delivered by the Contractor to the City on demand by the City. The Contractor may retain one complete set of the Deliverables for its records and the City shall make the originals, or a

reasonable reproduction thereof, available to the Contractor for all proper and reasonable purposes during the period of five (5) years following the completion or termination of the Contractor's Services under this Contract.

- D8.3 Without prejudice to any rights which may exist in the City by virtue of any prerogative rights and powers or by virtue of the Copyright Act of Canada, as amended from time to time, the Contractor assigns all present and future rights in the copyright in the Deliverables absolutely and immediately to the City. Furthermore, the City or any third party granted a right through the City, may use the Deliverables or any part thereof for, or apply it to, other studies or projects without the Contractor's consent and without any payment or compensation whatsoever. If the City or any third party granted a right through the City elects to so use or apply the Deliverables to another project, it does so at its own risk and the Contractor shall not be liable in any way for such other use or application or any adverse consequences flowing therefrom.
- D8.4 The Contractor expressly waives any claim to moral rights, as provided for in the law of copyright, over the Deliverables or any part thereof, created by the Contractor, and the Contractor shall ensure that any agent or employee of the Contractor shall have waived all moral rights, as provided for in the law of copyright, over the Deliverables or any part thereof.
- D8.5 All concepts, products or processes produced by or resulting from the Services rendered by the Contractor in connection with the Project, or which are otherwise developed or first reduced to practice by the Contractor in the performance of Services, and which are patentable, capable of trademark or otherwise, shall be the property of the City.
- D8.6 The Contractor shall have a permanent, non-exclusive, royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise, produced by or resulting from the Services rendered by the Contractor in connection with the Project, for the life of the Project, and for no other purpose or project.
- D8.7 The Contractor shall not infringe any copyright, trademark, patent, industrial design, trade secret, moral or other proprietary right of a third party and shall indemnify the City from all claims arising out of such an infringement.
- D8.8 If the City or the Contractor is served with a claim or notice of an infringement or alleged infringement of any patent, copyright, trademark or trade name, the Party so served shall immediately give notice thereof to the other Party.
- D8.9 The Contractor shall assist the City in every reasonable way to secure, maintain and defend for the City's benefit all copyrights, patent rights, trade secret rights and other proprietary rights in and to the Deliverables.
- D8.10 If the City or the Contractor is prevented by injunction from using any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall, at its own cost, substitute an equally suitable design, device, material or process, all subject to the prior approval of the Contract Administrator.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this Contract.

D11. SECURITY CLEARANCE

D11.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D11.2 This can be obtained by completing and providing the following to the Winnipeg Police Service Bureau of Police Records, 151 Princess Street:

- (a) Form P-612. This form can be found on the website at:
www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc
- (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at:
www.winnipeg.ca/police/BPR/id.stm
- (c) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at:
www.winnipeg.ca/police/BPR/fees.stm

D11.2.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:

- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.

D11.3 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.

D11.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.

D11.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

- D11.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D12.2 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D10;
 - (iv) the security clearances specified in D11.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

CONTROL OF WORK

D13. INFORMATION AND REPORTS

- D13.1 The Contractor shall, at such time and in such form as the City may require, furnish such periodic reports concerning the status of the Work, such statements, certificates, approvals and copies of proposed and executed plans and claims and other information relative to the Work as may be requested by the City. The Contractor shall furnish the City, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the Work.

D14. CITY'S RIGHT TO AUDIT

- D14.1 The City may audit all financial and related records associated with the terms of this Contract.
- D14.2 The City may at any reasonable time and on reasonable notice to the Contractor inspect and evaluate the Contractor's compliance with the privacy, security, and information management requirements of this Contract.
- D14.3 The Contractor shall at all times during the term of the Contract and for a period of 7 years after the end of the Contract, keep and maintain records of the work performed pursuant to this Contract. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. All such records shall be maintained in accordance with generally accepted accounting principles. The Contractor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
- D14.4 The obligations of under D14 shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

D15. FOREIGN ACCESS TO INFORMATION RECORDS

- D15.1 The Contractor will ensure that all information and records that are provided to or collected by the Contractor pursuant to this Contract are maintained in Canada and that access to that information and records will not be permitted to individuals or entities that are not resident in Canada.
- D15.2 At least 60 days prior to each optional annual Contract renewal, the Contractor must provide evidence to the City that they continue to be in compliance with the provisions of D15.1.

D16. RECORDS AND INSPECTIONS

- D16.1 The Contractor shall maintain full and accurate records with respect to all matters covered under this Contract. Upon forty-eight (48) hours written notice, the City shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all data, documents, proceedings and activities.

MEASUREMENT AND PAYMENT

D17. INVOICES

- D17.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:
The City of Winnipeg
Audit Department
3th Floor, 185 King Street
Winnipeg MB R3B 1J1
Facsimile No.: (204) 986-4134
Email: bmansky@winnipeg.ca
- D17.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D17.4 Bids Submissions must be submitted to the address in B7.8

D18. PAYMENT

- D18.1 Further to C9, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D19. PAYMENT SCHEDULE

- D19.1 Further to C9, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.