



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 897-2007

**PROVISION OF JUNIOR AND INTERMEDIATE APPLICATION DEVELOPMENT
RESOURCES TO WINNIPEG TRANSIT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF JUNIOR AND INTERMEDIATE APPLICATION DEVELOPMENT RESOURCES TO WINNIPEG TRANSIT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time January 8, 2008.

B2.2 Bid 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, 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.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 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. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.

- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 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.
- B5.6 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.
- B5.6.1 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.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall 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 B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6. BID SUBMISSION**
- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Information required to be submitted in Specification E2.4.
- B6.2 All components of the Bid 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 Bid.
- B6.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B6.4 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

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

B6.4.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B6.5 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.

B6.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be nonresponsive.

B6.7 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178

B6.7.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B6.8 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.

B7. BID

B7.1 The Bidder shall complete Form A: Bid, making all required entries.

B7.2 Paragraph 2 of Form A: Bid 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.

B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B7.4 Paragraph 10 of Form A: Bid 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;
- (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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original and should be witnessed, except where a corporate seal has been affixed.

B7.5 If a Bid 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 Bid Submission and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Notwithstanding C11.1.1 prices on Form B: 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.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B8.4 All Prices in Form B must reflect that the Work will be performed at City of Winnipeg premises. Any travel, additional expenses, etc. must be listed separately. However, at the City's discretion, the actual Work may be performed remotely.

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 financially capable of carrying out the terms of the Contract;
- (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;

B9.2 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 Branch internet site at <http://www.winnipeg.ca/matmgt>
- (b) have successfully carried out work, similar in nature, scope and value to the Work;
- (c) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B9.3 The Bidder shall be prepared to 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.

B9.4 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.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bid Submissions will not be opened publicly.

B10.2 After the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11. IRREVOCABLE BID

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

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

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

B12.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid 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: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, 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 Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid 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 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.

B13. EVALUATION OF BIDS

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price 30%;
- (d) technical qualification and experience of the Bidder 40%;
- (e) business qualifications related to City Business Procedures and Applications 30%.

- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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 Bid, or waive technical requirements if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B13.5 This Contract will be awarded as a whole.
- B13.6 Further to B13.1(d), capability and experience of the Bidder will be evaluated considering the information provided in the Bidder's Proposal that demonstrates their technical knowledge of specified application development and system software and technologies to be used, key staff qualifications and experience, and balance of disciplines appropriate to the Work being undertaken. Where Bidder is unfamiliar with the tools and technologies specified, some weight will be given to those Bidders familiar with similar tools and technologies and who have demonstrated the ability to adapt to different tools and technologies.
- B13.7 Further to B13.1(e), qualifications of the Bidder will be evaluated considering the information provided in the Bidder's Proposal or in other information required to be submitted. This evaluation will include an assessment of the knowledge and understanding of the City's business procedures and computer applications required for the Work being undertaken..

B14. AWARD OF CONTRACT

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 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 Bids are determined to be responsive.
- B14.2.1 Without limiting the generality of B14.2, 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 Bid 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.
- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding C4.1, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in C1.1(n), 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.

- B14.6 This Bid Opportunity shall not be interpreted by the Contractor(s) as an obligation on the part of the City to provide Work, or as a representation that Work is available. Work, if and when available, at the discretion of the Contract Administrator, shall be assigned in accordance with the terms and conditions of this Bid Opportunity.
- B14.7 Where an award of Contract is made by the City, the term of the Contract shall be for a period of two (2) years, commencing upon award of Contract.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.

C1.1.1 The General Conditions for Supply of Services are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

C1.2 A reference in the Bid Opportunity to a section, clause or sub clause with the prefix "C" designates a section, clause or sub clause 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 the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the establishment of a Service Provider List for the Provision of Junior and Intermediate Application Development Resources to Winnipeg Transit for a period of two (2) years from date of the award.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator.

D2.2.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2008.

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

D2.5 The scope of the Work will be specified in the Request for IT Services which will be issued in the form similar to attached as Appendix A. Each Engagement will normally be estimated to be between 2 and 12 months in duration.

D2.6 No Request for IT Services will be issued for:

- (a) services within the scope of other Contracts currently in effect;
- (b) services for projects of a size, nature or time frame that, in the sole judgment of the City, require a separate solicitation of offers.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (c) "**should**" indicates a desirable feature which will be evaluated on a relative scale;
- (d) "**may**" indicates an allowable feature which will not be evaluated;
- (e) "**Service Provider List**" means the list of Service Providers established for a particular category of service, in accordance with the provisions hereof (sometimes called a standing offer or master agreement);
- (f) "**Engagement Proposal**" means a Service Provider's response to a Request for IT Services which shall be in the form similar to attached as Appendix B;
- (g) "**Primary Service Provider**" means the Service Provider listed first on a Service Providers List;

- (h) **"Request for IT Services"** means a request issued to a Service Provider which shall be in the form similar to attached as Appendix A;
- (i) **"Secondary Service Provider"** means any Service Provider other than a Primary Service Provider;
- (j) **"Service Provider"** means a Contractor listed by the City on a Service Providers List.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Herbert Vossler
Manager of Information Systems
Winnipeg Transit
421 Osborne Street
Winnipeg, MB R3L 2A2

Telephone No. (204) 986-2358
Facsimile No. (204) 986-6728

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ

D5.2 Prior to the commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. SECURITY CLEARANCE

D7.1 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.

D7.2 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 Work.

D7.3 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.

- D7.4 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.
- D7.5 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.

CONTROL OF WORK

D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work on the Site 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) the security clearances specified in D7;
 - (b) a pre-commencement meeting has been held with the Contract Administrator and the Contractor has provided approval for the proposed resources.
- D8.2.1 Further to D8.2(a)(ii), subject to all other requirements being met, the Contractor may commence prior to submitting the security clearances.

D9. RECORDS

- D9.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D9.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) order date(s);
 - (b) service date(s); and
 - (c) description and quantity of services provided.
- D9.3 Contractor shall provide the Contract Administrator, upon request, with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D10. INVOICES

- D10.1 Further to C11, the Contractor shall submit an invoice for the Work performed pursuant to each order
- D10.2 Further to C22.2, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D10.3 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date(s) of provision of services;
 - (c) type and quantity of services provided;
 - (d) the amount payable with GST and MRST shown as separate amounts; and
 - (e) the Contractor's GST registration number.
- D10.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11. PAYMENT

- D11.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D11.2 Further to C11, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D12. WARRANTY

- D12.1 Warranty is as stated in C12.
- D12.2 Further to C12, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. SERVICES DEFINITION

E2.1 The purpose of this Bid Opportunity is to invite Submissions from qualified Bidders for the provision of Application Development Resources to the Winnipeg Transit Department to assist with the delivery of their Intelligent Transportation System (ITS) projects in accordance with the requirements hereinafter specified.

E2.1.1 The Bidder shall provide only resources with adequate experience in application development roles similar to those required for the Winnipeg Transit ITS projects. Two classifications for Application Developers will be considered:

- (a) Junior Application Developers acceptable under the terms of this contract shall possess a minimum of twelve (12) months of progressive application development experience using the tools identified as technical qualifications in E3.2 below.
- (b) Intermediate Application Developers acceptable under the terms of this contract shall possess a minimum of thirty (30) months of progressive application development experience using the tools identified as technical qualifications in E3.2 below. Intermediate developers will have undertaken independent application analysis and design functions in medium to large scale projects.

E2.1.2 Bidders shall indicate the applicable rates for the two classifications in Form B: Prices.

E2.2 The City will, based upon the evaluated Submissions, establish a List of Service Providers (Contractors) for the Provision of Junior and Intermediate Application Development Resources to Winnipeg Transit.

E2.3 During the term of the Contract, as services are required for various Engagements, the City will assign Work to Service Providers in accordance with the process outlined in E5.

E2.4 The Bidder shall provide information demonstrating their qualifications and capabilities for the criteria listed in E3 through E4.

E2.5 The Work comprising the Provision of Junior and Intermediate Application Development Resources to Winnipeg Transit may include:

- (a) Development, delivery and implementation of Winnipeg Transit's Intelligent Transportation System (ITS) projects by January 1, 2010:
 - (i) Replacement of the TeleBus "next-bus" IVR application.
 - (ii) Upgrade/replacement of the web based schedule and timetable components.
 - (iii) Service information delivery to pervasive wireless devices.
 - (iv) Provision of real-time departure information for platform displays to be located remotely at major Transit locations.
 - (v) Advanced "Intracom" service management functions.
- (b) Development, delivery and implementation of any other applications identified by Winnipeg Transit during the period of the Contract.
- (c) Design, construction and deployment of components which shall serve as common services and can be shared using a Service Oriented Architecture.
- (d) Design and development of the Web Services interfaces required by the ITS components in a manner consistent with existing frameworks such that they can be reused in other ITS components and in other Transit and external applications.

- (e) Utilisation of the middleware infrastructure and development tool environment that enables the most efficient project execution while representing the best fit with existing Winnipeg Transit architectures and skill sets.
 - (f) Liaison with Winnipeg Transit operational staff and Transit Information Systems staff to ensure all requirements are met.
 - (g) Planning and execution of the testing and verification processes leading up to implementation.
- E2.6 The Bidder-provided development resources will work under supervision of Winnipeg Transit internal and contract staff including:
- (i) Senior Project Leader
 - (ii) Senior System Specialists
- E2.7 The assignment of work items for Junior versus Intermediate resources shall be at the sole discretion of the Contract Administrator.
- E2.8 No overtime or on-call services will be required or assigned

E3. RESOURCE QUALIFICATION

- E3.1 Bidder shall provide resources who at a minimum have attained an Honours Degree in Computer Science from an accredited University.
- E3.2 Bidder should provide only resources who, at a minimum, possess the technical computer software development technical qualifications consisting of:
- E3.2.1 Extensive demonstrated experience with the following development toolsets and technologies specifically designated by Winnipeg Transit for utilization on the target projects:
- (a) Open source framework-based integrated development environments
 - (i) Eclipse (for Java development)
 - (ii) NetBeans (for Ruby on Rails development)
 - (b) Java Programming Language and associated frameworks
 - (i) Hibernate (Java object relational mapping)
 - (ii) Castor (Java XML mapping)
 - (iii) Java Messaging System implemented on Sun ONE Message Queue
 - (iv) Swing (Java graphical interface)
 - (v) JUnit
 - (c) "Subversion" version control repository
 - (d) Apache Foundation Web Technologies
 - (i) Apache Web Server
 - (ii) Apache Tomcat Web Application Server
 - (iii) Apache Cocoon XML/XSLT web application framework
 - (e) Java-based Web Application Technologies
 - (i) Java Server Pages
 - (ii) Java Servlets
 - (iii) Spring Framework
 - (f) Ruby on Rails
 - (i) Rails 1.2.5 and 2.0
 - (ii) Mongrel/Apache deployment and configuration
 - (iii) RJS and RXML
 - (g) Javascript
 - (i) AJAX
 - (ii) JSON
 - (iii) Prototype and Scriptaculous

- (h) Web Services Technologies
 - (i) SOAP
 - (ii) RESTful Web Services
- (i) XML Technologies
 - (i) XSLT
 - (ii) XPath
 - (iii) RELAX NG
- (j) Interactive Voice Response Technologies
 - (i) VoiceXML
 - (ii) Call Control XML
 - (iii) Speech Synthesis (TTS) including SSML
 - (iv) Automated Speech Recognition including XML grammars
- (k) Databases
 - (i) MySQL
 - (ii) DB2 UDB
 - (iii) DB2/400
- (l) Project Management Tools
 - (i) Wiki
 - (ii) TRAC

E3.2.2 Knowledge and experience with the following:

- (a) Architectures:
 - (i) Web Services
 - (ii) Service Oriented Architectures
 - (iii) Distributed Computing
 - (iv) Pervasive Computing
- (b) Methodologies:
 - (i) Object Oriented Design
 - (ii) Rapid Application Development
 - (iii) Extreme Programming (XP)

E3.3 The Bidder shall provide resources who possess a high level of Business Qualifications related to the target Winnipeg Transit ITS projects.

- (a) Resources should have a high level of familiarity with City of Winnipeg, and specifically Winnipeg Transit, business procedures.
- (b) Bidder-provided resources shall possess in-depth knowledge of the Winnipeg Transit application systems and interfaces that are fundamental sources/destination of data associated with the ITS functions:
 - (i) UTOPIA: Winnipeg Transit Active Service Model
 - (ii) NETData: Winnipeg Transit Service Data Repository
 - (iii) Omnibus: Winnipeg Transit Standard Web Services for Passenger Information
 - (iv) Intracom: Winnipeg Transit Real-Time Bus Radio Communication Control and Incident Management System.

E3.4 The determination as to whether a proposed resource meets the required minimum level of qualifications will be at the sole discretion of the Contract Administrator.

- (a) The Contract Administrator will assess and determine the eligibility of the resources proposed by The Bidder at the time an Engagement Proposal is evaluated.
- (b) Should it become necessary to add resources, or replace resources provided under the Contract by the Bidder, the Contract Administrator shall reserve the right to approve or disapprove the candidates based on the qualification criteria set out above.

E4. WORK ENVIRONMENT

- E4.1 Bidder shall supply their own equipment, including a computer, telephone, application development tools, standard office software such as Microsoft Office compatible software and any other software required to perform the above services. The City of Winnipeg will provide access to any required City owned licensed applications, networks and equipment.
- E4.2 Bidder shall provide resources with onsite availability at Winnipeg Transit's Fort Rouge Transit Base during regular business hours of 8:30 am to 4:30 pm CST, Monday – Friday

E5. ASSIGNMENT OF ENGAGEMENTS

- E5.1 The City will, based upon the evaluation of Submissions, establish a list of Primary and, if deemed necessary by the Contract Administrator, an unordered list of Secondary Service Provider(s) for the Provision of Junior and Intermediate Application Development Resources.
- E5.2 When, during the term of the Contract, services are required for a project, the Contract Administrator will issue a Request for IT Services in the form similar to attached as Appendix A, to the Service Provider for classification of Application Developer required.
- E5.3 Each Request for IT Services will be forwarded first to the Primary Service Provider and only to the Secondary Service Provider(s) if the Primary Service Provider declines to submit an Engagement Proposal in accordance with the procedure set forth below.
- E5.4 Upon receipt of the Request for IT Services, the Service Provider shall familiarize themselves with the location, extent and purpose of the Work and shall determine the adequacy of the information contained in the Request for IT Services and the actual conditions and requirements of the Work. Under certain circumstances, the Contract Administrator may optionally request that the Service Provider provide Resumes for the proposed personnel and/or participate in an interview process.
- E5.5 The Service Provider shall, no later than the date shown on the Request for IT Services, submit:
- (a) an Engagement Proposal, in the format similar to that shown in Appendix B; or
 - (b) written notice declining the Work and identifying the specific reason(s) therefore.
- E5.6 Notwithstanding C22 Notices, Appendix B: Engagement Proposal E5.5(a) above, or the written declining of Work E5.5(b) above, may be submitted via electronic mail (email) to the Contract Administrator submitting Appendix A: Request for Information Technology Services.
- E5.7 Notwithstanding E5.3, the City shall not be required to submit a Request for IT Services to a Service Provider and may submit it to another Service Provider if:
- (a) the Service Provider has previously declined to submit an Engagement Proposal for Work of similar nature, scope and size and to be performed in substantially the same time frame;
 - (b) the Service Provider requests, for reasons acceptable to the Contract Administrator, to be excluded from the normal order of the Service Provider List for all or any types of Work;
 - (c) the City determines that it wants to continue work with another Service Provider (for instance, in the case of multi-phased projects, or previous experience with the Service Provider/proposed personnel).
- E5.8 The Contract Administrator may:
- (a) accept the Engagement Proposal;
 - (b) request a revised Engagement Proposal based on a revised Request for IT Services, a need for additional information, a request for different proposed personnel; or
 - (c) reject the Engagement Proposal for any of the reasons stated in E5.9.
- E5.9 The City will have no obligation to accept an Engagement Proposal 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 cost to the City performing the Work, or a significant portion thereof, with its own forces; or
- (d) in the judgment of the Contract Administrator, the interests of the City would best be served by not accepting an Engagement Proposal.

E5.10 The City reserves the right to solicit competitive offers for Work for which an Engagement Proposal has been rejected.

E5.11 The Contract Administrator may solicit evaluations of the Work and/or personnel to determine whether the Service Provider should be removed from the category in the Service Provider List, or moved from Primary to Secondary Service Provider(s), or from Secondary Service Provider(s) to Primary Service Provider.

**APPENDIX A
REQUEST FOR INFORMATION TECHNOLOGY SERVICES - SAMPLE**

Request No.

Classification of Resource

Date of issue:

Response required by:

Engagement Specifications

Project Identification:

Work Description:

Estimated Unit of Work Quantity:

Required Commencement Date:

Required Completion Date:

Special Instructions:

- 1.
- 2.
- 3.

Engagement Acceptance Criteria:

**APPENDIX B
ENGAGEMENT PROPOSAL – SAMPLE**

Request No.:

Service Provider:

Classification of Resource

Date submitted:

Project Identification:

Work Description:

Estimated Unit of Work Quantity:

Proposed Commencement Date:

Proposed Completion Date:

Proposed Personnel:

Proposed Subcontractors:

Payment Schedule:

Unit Prices:

Disbursements (if any):