

PART D

SUPPLEMENTAL CONDITIONS

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GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of business transformation consulting services.

D2.2 The major components of the Work are to provide planning, scoping, business case development, process, service delivery model development, resourcing, and project management advice to the City of Winnipeg's Corporate Information Technology (CIT) Department as it prepares to initiate a department-wide Business Transformation project.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Alternative Service Delivery (ASD)**" means a creative and dynamic public sector process of restructuring that improves the delivery of services to clients through the sharing of governance functions with community groups, private sector and other government entities. It uses a structured approach to evaluate alternative ways to deliver City services such as through Special Operating Agencies, privatization, contracting out, etc.;
- (b) "**Back Up Consulting Resources**" means resources who would replace the proposed staff if they are unavailable;
- (c) "**Knowledge Transfer**" means the imparting of an individual's or organization's ideas, knowledge and skills to another;
- (d) "**Operating Level Agreement (OLA)**" means an agreement made between an internal IT department (e.g. Network Management) and Service Level Management;
- (e) "**Project Charter**" means a single, consolidated formal source of information and reference document about the project in terms of initiation and planning, and provides information about project scope, objectives, deliverables, responsibilities, roles, decision process, issue resolution approaches, risks, and issues. It also lays the foundation for how the project will be structured, and how it will be managed in terms of change control, oversight and control, and risk and issue resolution;
- (f) "**Quick Win**" means an idea that is no- or low-cost, is deemed consistent and beneficial to the overall transformation program and can be implemented quickly, has a positive impact and demonstrates momentum;
- (g) "**Service Level Agreement (SLA)**" means a written agreement between an IT service provider and the IT customer (s), defining the key service targets and responsibilities of both parties;
- (h) "**Special Operating Agency (SOA)**" means providing services as a special unit of the organization. They can operate within or outside of the existing City department structure. SOAs are granted more direct responsibility for results and increased management flexibility needed to attain new levels of performance.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Rodger Guinn
Manager of Service Delivery Initiatives
Corporate Information Technology
5th Floor, 510 Main St.
Winnipeg, MB R3B 1B9

eMail rguinn@winnipeg.ca
Telephone No. (204) 986-5656
Facsimile No. (204) 986-5966

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

D5. CONTRACTOR'S SUPERVISOR

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

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. INSURANCE

D8.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being

added as an additional insured, with a cross-liability clause, and such liability policy to also contain contractual liability, to remain in place at all times during the performance of the Work.

D8.2 The Contractor shall provide and maintain professional liability insurance in the amount of at least two million dollars (\$2,000,000.00) to remain in place at all times during the performance of the Work and one (1) year after completion of the Contract.

D8.3 Deductibles shall be borne by the Contractor.

D8.4 The Contractor shall provide the Contract Administrator with a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C5 for the return of the executed Contract.

D8.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D9. SECURITY CLEARANCE

D9.1 Each individual proposed to perform Work under the Contract within City facilities or on private property shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence.

D9.2 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 within City facilities or on private property.

D9.3 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 within City facilities or on private property.

D9.4 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.

D9.5 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 Work under the Contract within City facilities or on private property.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

(a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;

- (ii) evidence of the insurance specified in D8;
 - (iii) the security clearances specified in D9; and
 - (iv) evidence of Workers Compensation coverage specified as C7.9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12 CRITICAL STAGES

- D12.1 The Contractor shall achieve critical stages of the Work (see E2.4 and E2.5) in accordance with the following requirements Section A, and B should be completed by May 31, 2005.
- D12.2 The schedule above is based on the assumption that the Contract will be awarded by January 7, 2005. If the actual date of award is later than January 7, 2005 the completion dates will be extended by no more than the difference between this date and the actual date of award.

CONTROL OF WORK

D13 JOB MEETINGS

- D13.1 The Contract Administrator and the Contractor shall establish a schedule(s) of job meetings as deemed necessary for the proper and ongoing management of the project.
- D13.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D14 HOLDBACKS

- D14.1 The City will retain 10% of fees due as a holdback from each payment to the Contractor. The holdback, which will accumulate to 10% of the grand total of fees due, will be paid only on the completion of all deliverables to the satisfaction of the Contract Administrator.