



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 217-2013

**REQUEST FOR PROPOSAL FOR THE PROVISION OF AN ANIMAL SERVICES
INFORMATION SYSTEM**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR THE PROVISION OF AN ANIMAL SERVICES INFORMATION SYSTEM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 28, 2013.

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. SITE INVESTIGATION

B3.1 Further to C3, the Bidder may view the Site by making an appointment. Please contact the Contract Administrator to make an appointment.

B3.2 The Bidder is advised that:

- (a) The viewing of the sites must be done during open hours.
- (b) See <http://winnipeg.ca/cms/animal/contactus.stm> for details on location and hours of operation.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1

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

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 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.

B5. CONFIDENTIALITY

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

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

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

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

B6.2.2 The Bidder is responsible for ensuring that he/she 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.

B6.3 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.

B7. SUBSTITUTES

B7.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.

B7.4 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.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B7.6.1 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/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her 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 B22.
- B7.9 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.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.7, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B22.1(a).

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices.
- B8.2 The Proposal should consist of the following components:
- (a) Detailed Prices;
 - (b) Form N: Questionnaire;
 - (c) Form D: Subcontractors;
 - (d) Work Schedule outlined in B15.
- B8.3 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.4 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.
- B8.4.1 Bidders should submit one (1) unbound original (marked “original”) and six (6) copies.
- B8.5 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.5.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B8.5.2 A hard copy of Form N: Questionnaire must be submitted with the Bid. If there is any discrepancy between the Adobe PDF version of Form N: Questionnaire and the Microsoft Word version of Form N: Questionnaire, the PDF version shall take precedence.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.

B8.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B22.1(a).

B8.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.9 Proposals shall be submitted to:

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

B9. PROPOSAL

B9.1 The Bidder shall complete Form A: Proposal, making all required entries.

B9.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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

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

B9.4 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/her 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B9.5 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.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B10.3 Prices shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B10.4 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.

B11. DETAILED PRICES

- B11.1 The Bidder should submit detailed prices listing all costs included for Item 1 – Total costs to the City to perform the Work of the Contract.
- B11.1.2 This information should include but not be limited to:
- (a) all costs involved in the successful implementation of an Animal Services Information System;
 - (b) resources assigned, including:
 - (i) hourly rates;
 - (ii) number of hours; and
 - (iii) whether it is on site or remote.

B12. QUALIFICATION

- B12.1 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.
- B12.2 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>

- B12.3 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);
 - (d) The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, a copy of the most current audited financial statement for evaluation purposes by the City, proof satisfactory to the Contract Administrator of the financial stability of the Bidder and of any proposed Subcontractor.
- B12.4 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.
- B12.5 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.

B13. FORM N: QUESTIONNAIRE

- B13.1 The Bidder shall complete Form N: Questionnaire following the instructions provided on Form N: Questionnaire.

B14. SUBCONTRACTORS

- B14.1 If the Bidder proposes to subcontract any key portion of the Work listed on Form D: Subcontractors, the Bidder shall complete Form D: Subcontractors, giving a complete list of the Subcontractors whom the Bidder proposes to engage and a list of works previously completed by each proposed Subcontractor, similar in nature, scope and value to the portion of the Work proposed to be subcontracted, in sufficient detail to demonstrate each Subcontractor's qualification to undertake this Work.
- B14.2 No more than one Subcontractor may be named for a class of Work unless all Subcontractors named are proposed to do a part of that class of Work and the Bidder appends to Form D: Subcontractors a statement clearly detailing such apportioning.
- B14.3 Where a Subcontractor is not identified, it will be interpreted that the Bidder proposes to perform that class of the Work with the Bidder's own forces and the qualification of the Bidder will be evaluated on that basis.

B15. WORK SCHEDULE

- B15.1 The Bidder shall submit a Work Schedule in Gantt chart style using Microsoft Project indicating hours required by resource, on site or remote, expectation on City staff (developers and end-users) and the time frame within which the Bidder proposes to perform each item or category of Work identified thereon and should as a minimum include:
- (a) System installation complete (if required);
 - (b) System configuration complete;
 - (c) Documentation/brochures for staff prepared;
 - (d) Staff training complete, both City and Bidder (if required);
 - (e) System testing complete;
 - (f) Complete system activation.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 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 Division website at <http://www.winnipeg.ca/matmgt>
- B16.3 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.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 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 for the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B18.1.1 Notwithstanding C21, 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.
- B18.2 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.
- B18.3 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 B18.3(b), declare the Proposal withdrawn.
- B18.4 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B17.2 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.

B19. INTERVIEWS

- B19.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.
- B19.1.2 In the interview, the Bidder may be required to provide a demonstration, in the form of a scripted demo, supporting the functionality proposed in their response.

B20. TESTING

B20.1 The Bidder shall provide the City with fifteen (15) test accounts at no charge to the City to be used for System testing, upon request of the Contract Administrator.

B21. NEGOTIATIONS

B21.1 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.

B21.2 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.

B21.3 If, in the course of negotiations pursuant to B21.2 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.

B22. EVALUATION OF PROPOSALS

B22.1 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: (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11: (pass/fail);
- (c) Total Bid Price; 40%
- (d) Form N: Questionnaire 50%
- (e) Form D: Subcontractor (pass/fail);
- (f) Work Schedule 10%
- (g) economic analysis of any approved alternative pursuant to B7;

B22.2 Further to B22.1(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.

B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified.

B22.4 Further to B22.1(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.

B22.4.3 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B22.4.4 Detailed Prices shall be evaluated in combination with the Total Bid Price.

B22.5 Further to B22.1(d), Form N: Questionnaire shall be evaluated considering the information submitted in response to B8.2 and B13.

B22.6 Further to B22.1(e), Form D: Subcontractor shall be evaluated in accordance with B22.1(b).

- B22.7 Further to Further to B22.1(f), the Work Schedule shall be evaluated considering the information submitted in response to B8.2 and B15.
- B22.8 This Contract will be awarded as a whole.
- B22.9 Notwithstanding B22.1(d) to B22.1(f), where Proponents fail to provide a response to B8.2(a) to B8.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B23.2 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.
- B23.2.1 Without limiting the generality of B23.2, 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.
- B23.3 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, in accordance with B22.
- B23.4 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B23.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B23.6 The Contract Documents, as defined in C1.1(n) (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 the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for the Supply of Goods* 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 Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SERVER INFRASTRUCTURE

D2.1 Server Hardware/Operating System: The City uses HP/Intel Windows 2008 Server platforms, and employs CA Nimsoft to monitor and manage the server environment.

D2.2 Storage: The City has a SAN environment consisting of HDS Storage Subsystems (AMS2500, HUS150) and Brocade switches to support data storage requirements for the production and development database tiers. IBM's TSM Backup/Archive, Veeam and Microsoft DPM products are used for backup and recovery services.

D2.3 Database: The City uses Oracle 11g Standard Edition and Microsoft SQL Server 2008 Standard Edition. For larger scale applications Oracle is the preferred platform. The City has implemented a functional database environment that fulfills all application system functional requirements, provides full online back-up, recovery and reorganization facilities including database transaction logging and up-to-the-minute forward recovery, plus timely automated reporting of actual or potential errors or problems. The City conducts database performance measurement and tuning as necessary.

D2.4 Network: The City of Winnipeg Backbone Network Infrastructure allows TCP/IP data communications between all City departments. This allows about 5,000 devices connected through the Backbone Network to be able to communicate with each other, the Internet and with central servers at two corporate data centers. Over 150 remote sites are connected to the

D2.5 City's Backbone Network at speeds ranging from 100/1000BaseT fiber optic connectivity for large LANs, 10 Mbps for medium sized LANs and 2 Mbps connections for small LANs. Cisco routers and switches are used in the WAN and LAN as well as for VPN remote access. Checkpoint Nokia firewall products provide network security.

D2.6 Data Warehouse: The City utilizes Oracle's Enterprise Performance Management (Version 9.1) data warehouse and Cognos (Version 7.3 or higher) to provide in-depth analytical reporting. Extract, Transfer and Load (ETL) functionality is provided by Ascential (Version 7.5 or higher).

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of the provision of an animal services information system for the period from award of Contract until successful completion of the Work as accepted by the Contract Administrator, with the option of ten (10) 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 first working day after the expiry date of the existing contract of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.2 The major components of the Work are as follows:

- (a) Provide Animal Services Agency staff access to a system as identified in Part E: Specifications,
- (b) Provide ongoing support and maintenance,
- (c) Provide ongoing 16x5 support.

D3.3 Notwithstanding D3.1, 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, 2013.

D3.4 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) "**ASA**" stands for Animal Services Agency.
- (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Proposals;
- (c) **ASIS** stands for Animal Services Information System.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Don Conolly
Information Systems Coordinator,
Community Services Department
Telephone No. (204) 986-2593
E-mail: dconolly@winnipeg.ca
Facsimile No.: 204 986-3706

D5.2 Bids Submissions must be submitted to the address in B8.9.

D6. CONTRACTOR'S SUPERVISOR

D6.1 The Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and

(c) any statement of fact or opinion regarding any aspect of the Contract.

D7.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract Notices.

D8. NOTICES

D8.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

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 applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

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 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 agreement.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

- D11.2 The Contractor shall not commence any Work 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 C6.16;
 - (iii) evidence of the insurance specified in D10; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

MEASUREMENT AND PAYMENT

D12. INVOICES

- D12.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca
- D12.2 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.
- D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D12.4 Bids Submissions must be submitted to the address in B8.9.

D13. PAYMENT

- D13.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D13.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D14. WARRANTY

- D14.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. GOODS

- E2.1 The Contractor shall supply an Animal Services Information System in accordance with the requirements hereinafter specified.
- E2.2 The Animal Services Information System:
- (a) should interface daily with PeopleSoft version 9.1 and future upgrades;
 - (i) General Ledger for revenue (such as kenneling fees, turnover fees, adoption fees, donations, calendar sales) and refunds;
 - (ii) Accounts Receivable & Billing (to track A/R transactions and produce billing invoices).
 - (b) must interface with 311 where service calls are taken at a 311 centre then pushed onto a dispatch screen in the agency software. The City uses the Lagan 311 application. The interface consists of complaint data from 311 to ASIS and also owner information from ASIS to 311 for lost dog found calls.
 - (c) must run on in-house PCs and on wireless mobile devices, for example Panasonic Toughbooks in animal control vehicles;
 - (d) must be able to create records and provide information for the following:
 - (i) Licenses;
 - (ii) Kennel transactions;
 - (iii) Field Services incidents – new, update, close reporting, history;
 - (iv) Lost and found reports;
 - (v) Trap Rentals
 - (e) must have a database of patrons which must connect to any (and potentially multiple) transaction(s) dealing with the patron (see E2.2(d) for transaction list):
 - (i) must be able to notify users if there are duplicate or similar patrons (e.g. notification if an address is listed, notification if there is another patron entry with a similar name);
 - (ii) must be able to put Alerts on patron entry;
 - (iii) must be able to leave additional notes on patron entry;
 - (iv) must format addresses consistently (consider: building numbers or apartment unit numbers, have drop down for “street, lane, avenue, etc”);
 - (f) must allow for Point of Sale (POS) interface;
 - (g) must connect to network printers;
 - (h) must have a spell check feature for text fields;
 - (i) must produce reports (on screen and printed) based on information that is extracted from the program;
 - (j) must have secure login for each staff and levels of login access so that login can be customized according to user responsibilities;

- (k) must incorporate E-CIS into the patron entries to verify addresses or provide an alternate validation address process. For further explanation please visit <http://cms00asa1.winnipeg.ca/> and http://www.winnipeg.ca/ppd/cishelp/cis_intro.stm;
- (l) should have a Petfinder.com export ability;
- (m) should upload pictures and have these posted on a City of Winnipeg webpage of found dogs. Should have the uploaded picture automatically delete itself after number of days specified by the user;
- (n) should interface to the City's Donation Management System. The City uses an in-house developed application. It is a Web based application developed using .Net 3.5 and SQL Server database.

E3. FINANCIAL

E3.1 The Animal Services Information System:

- (a) should track and calculate costs incurred while the animal is in our kennel;
- (b) should provide online web-based transactions including secure payment facility. These functions must be Payment Card Industry (PCI) compliant;
- (c) should scan invoices at POS terminals;
- (d) should generate bar codes or similar technology to facilitate data entry;
- (e) must process Point of Sale (POS) transactions;
- (f) must generate, print and reprint license invoices;
- (g) must produce paperless invoices and receipts through e-mail;
- (h) must process and report financial activities;
- (i) must manage multiple fees with effective dates to allow for license renewals to future dates;
- (j) must calculate deferred revenue for fees that are applicable to future fiscal periods.

E4. LICENSES

E4.1 The Animal Services Information System:

- (a) must track dates on which invoices were printed or emailed;
- (b) must complete POS transactions including printing customer receipt and any applicable certificates;
- (c) must interface with an online payment system, for example PayPac Solutions Inc. Online License Payment System, to allow payment information for new or renewal license transactions. Please see the following web pages for further explanation:

<https://payment.csfm.com/payments/winnipeg/form/index.php>

https://payment.csfm.com/payments/winnipeg/form/form.php?form_type=new

https://payment.csfm.com/payments/winnipeg/form/form.php?form_type=renew

https://payment.csfm.com/payments/winnipeg/form/form.php?form_type=donation
- (d) must check for duplicates and errors while taking new licenses/renewals from both internal and online sales; and pushing them into the software system (please describe how system will notify users);
- (e) must provide license history that includes but is not limited to:
 - (i) purchase date;
 - (ii) original vendor selling license;

- (iii) employee who updated the record;
 - (iv) date the license will expire;
 - (v) amount paid;
 - (vi) all renewal dates (with E4.1(e)(ii) to E4.1(e)(v) information provided for that year of renewal);
 - (vii) show if the license was edited or cancelled;
 - (viii) if the license was replaced, should indicate which employee processed the replacement license;
 - (ix) should show original license number;
 - (x) should show what field was changed.
- (f) must restore a cancelled license (limited access to this function);
- (g) must cancel licenses and provide cancellation date, reason, and summary reports;
- (i) must print out license cancelled confirmation page (not automatic but given as option).
- (h) must distinguish between cat licenses and dog licenses;
- (i) must have a license window that includes but is not limited to:
- (i) patron information (must be linked to the patron database), with an alert if information is missing;
 - (ii) license number, with alerts if information is missing or is a duplicate;
 - (iii) issue date;
 - (iv) expiration date;
 - (v) seller;
 - (vi) amount paid;
 - (vii) method of payment;
 - (viii) name of animal;
 - (ix) breed of animal (two breed minimum);
 - (x) size of animal;
 - (xi) age of animal;
 - (xii) type of coat, tail, ears;
 - (xiii) colour of animal;
 - (xiv) gender of animal, whether sterilized or not, and this information linked to price of license;
 - (xv) tattoo information;
 - (xvi) microchip information;
 - (xvii) indication if animal is on medication;
 - (xviii) name of veterinary clinic;
 - (xix) sub category (e.g. regular, foster, dangerous dog, service dog etc);
 - (xx) fee override option;
 - (xxi) multi-year license option (must be able to hide option if not ineffect);
 - (xxii) should have a note field connected to the notes in the patron database;
 - (xxiii) should be able to list medication if animal owner provides it.

- (j) must search by license number, owner(s) name, address and/or phone number;
- (k) must filter through current licenses and all (including cancelled) licenses;
- (l) must renew a license;
- (m) must create a license;
- (n) Must edit a license;
- (o) must record a second permit and tag for a designated dangerous dog;
- (p) must generate reports which may include but not limited to:
 - (i) summary of licenses issued, with option to filter by seller;
 - (ii) report of licenses by status, for example active, expired, cancelled, dog deceased;
 - (iii) cancelled license;
 - (iv) dangerous dog;
 - (v) must filter either by or a combination of location, category, and/or date;
 - (vi) should filter by license number range, type of license (cat/dog/service dog/dangerous dog), active and not active licences.
- (q) must print license certificate.

E5. EQUIPMENT RENTALS

E5.1 The Animal Services Information System:

- (a) must have the following fields:
 - (i) patron information (connects to patron database);
 - (ii) trap number;
 - (iii) rental date;
 - (iv) due date;
 - (v) paid amount (administration fee, deposit, applicable taxes, total);
 - (vi) method of payment.
- (b) should print out an equipment rental agreement;
- (c) must list type of equipment, e.g. skunk vs cat trap rentals;
- (d) must override due dates;
- (e) should generate an alert if a trap is overdue;
- (f) should keep history of edited information (e.g. trap swap for skunk trap rentals, due date extensions);
- (g) should print out trap return paper to attach to POS refund transaction or to submit request for payment for cash transactions that require a cheque to be issued.

E6. REPORTING

E6.1 The Animal Services Information System:

- (a) must provide the ability for users to define and generate standard and custom reports;
- (b) must generate reports on a daily, monthly, and yearly basis;
- (c) should track statistics including but not limited to number of adoptions, biter stats, euthanizations, service requests, etc. Should be able to generate charts and graphs incorporating this data. must generate printed letters for mailings, and send via email or generate individual document files;

- (d) must print customer receipts for POS transactions;
- (e) must generate license certificates;
- (f) must generate a delinquent license report with ability to print or export;
- (g) should be able to print out two cage cards with basic information of an animal including picture. First version would be for when dog is a stray. Second version would be for animals available for adoption.

E7. ANIMALS

E7.1 The Animal Services Information System:

- (a) must provide fields for animal information which can be updated over the life of the animal:
 - (i) animal ID;
 - (ii) animal receipt number;
 - (iii) animal type (e.g. dog, cat, livestock, fowl, exotic);
 - (iv) animal category fields with start and end dates, including but not limited to:
 - (i) Stray;
 - (ii) Biting;
 - (iii) Foster;
 - (iv) Service animal;
 - (v) Dangerous;
 - (vi) Available for adoption;
 - (vii) Quarantine;
 - (v) any incidents associated with the animal;
 - (vi) Name;
 - (vii) Breed;
 - (viii) date of birth or age;
 - (ix) colour(s);
 - (x) hair length;
 - (xi) type of tail;
 - (xii) type of ears;
 - (xiii) license number;
 - (xiv) tattoo info;
 - (xv) microchip info;
 - (xvi) rabies tag;
 - (xvii) foster tag;
 - (xviii) dangerous dog tag;
 - (xix) other tag;
 - (xx) collar type (nylon, leather, chain, colour);
 - (xxi) vaccination;
 - (xxii) gender;
 - (xxiii) owner information and contact information (link to patron database);
 - (xxiv) Up to three photos of animal;

- (xxv) Bite date and generation of release date (if a biting animal);
 - (xxvi) License renewal date;
 - (xxvii) License expiry date;
 - (xxviii) Veterinarian;
 - (xxix) Medication(s);
 - (xxx) Adoption status and date.
- (b) must track animal movement histories to owners (link to patron database);
- (c) must track prior incidents of animals/owners;
- (d) must search animals by:
- (i) Animal's name;
 - (ii) animal's ID or receipt #;
 - (iii) animal's license number;
 - (iv) animal's tattoo info;
 - (v) animal's micro-chip info;
 - (vi) animal's rabies tag;
 - (vii) animal's foster tag;
 - (viii) animal type;
 - (ix) animal breed;
 - (x) owner's last name,
 - (xi) owner's address;
 - (xii) owner's phone numbers;
 - (xiii) other elements in section E7.1.

E8. OWNERS/ADOPTERS

E8.1 The Animal Services Information System:

- (a) must have warning messages for unsuitable owners, for example if they already have the maximum number of dogs allowed;
- (b) should have an alert if person is blacklisted for adoptions;
- (c) should track owners and their suitability for ownership;
- (d) should be capable of interfacing to a central customer base of customers.

E8.1.2 Fields for owners must include but not limited to:

- (ii) Name (should link to patron database);
- (iii) Address;
- (iv) Phone number (s);
- (v) Email address;
- (vi) Suitability for ownership;
- (vii) Prior history with Animal Services;
- (viii) Notes.

E9. KENNELING

- E9.1 When an animal is impounded, the software must be able to tie the incident number with the location to which the animal is going. If the animal is a dog, must be able to assign a specific kennel within the Animal Services facility. Other animals' location would be facility based.
- E9.2 The Animal Services Information System must track and store lost and found animals. Must include but not limited to the following fields:
- (a) Distinguish between lost and found report;
 - (b) Patron information (must link to patron database);
 - (c) Date animal was lost;
 - (d) Date report was filed;
 - (e) Locale (where animal was lost);
 - (f) Name of animal;
 - (g) Breed;
 - (h) Gender;
 - (i) Colour;
 - (j) Tattoo / microchip information;
 - (k) Size;
 - (l) Coat, tail, and ear description;
 - (m) Notes section to insert extra information;
 - (n) Should be able to do an animal search to determine if patron and animal are already in the system, and automatically populate information if match is made;
 - (o) Should be able to automatically delete LOST reports after a specified period of time.
- E9.3 The Animal Services Information System:
- (a) must report how many biters, stray, and adoption animals are currently in the kennel;
 - (b) must find potential lost and found matches with an intelligent matching engine;
 - (c) must generate a report of adopted animals whose status has not been changed to spayed/neutered six months after an adoption;
 - (d) should publish pictures of found animals to the internet;
- E9.3.3 Fields for kennel should include but not be limited to:
- (a) Receipt number;
 - (b) Incident number;
 - (c) Date animal entered kennel;
 - (d) Kennel number and location (facility);
 - (e) Status of animal (ie: stray, stray known owner, stray biter, owned biter, adoptable, hold, turnover);
 - (f) Date generation of release date with override;
 - (g) Date animal was actually released;
 - (h) Disposition (e.g. RTO, adopted, rescue);
 - (i) Fees paid and generation of fees;
 - (j) By-law charges laid, disposition date, and result;

- (k) Identify if an animal is a biter;
- (l) Breed of animal;
- (m) Gender;
- (n) Name.

E10. FIELD SERVICES

E10.1 The Animal Services Information System:

- (a) must create incidents manually;
- (b) must have required fields in an incident including but not limited to:
 - (i) Incident type;
 - (ii) Priority;
 - (iii) Complainant and accused;
 - (iv) Animal type and description;
 - (v) Delinquent license;
 - (vi) Override for ECIS;
- (c) must allow actions which would need to be entered before an incident could be closed. Actions are what an officer did in response to an incident;
 - (i) Must allow for additional actions to be added in;
- (d) must allow for comments to be inserted in both the incident and in closed reporting;
- (e) must generate an alert if an incident is not closed in a specified period of time;
- (f) must re-open a closed incident;
- (g) must easily view an entire incident and all the included elements;
- (h) must retrieve the incident by incident number, date of incident, street name, location of incident, officer ID, etc;
- (i) must use a mobile device to access any required functionality in the field;
- (j) must show investigation time/date and completion time of incident;
- (k) must show all history of edited information by each individual making changes and whether the individual has arrived, cleared or put on hold an incident;
- (l) must issue an alert, audible if possible, when an Officer is arrived at an incident over the allowable safety time frame and no input to the incident has been made;
- (m) must generate an alert to an Officer when he /she is assigned an incident where additional safety measures are necessary;
- (n) must generate daily/weekly/monthly report showing geographical location and count of incidents by ward in Winnipeg;
- (o) should upload a witness statement as a PDF and attach to an incident;
- (p) should generate a report listing all incidents handled by an individual officer and CONS written on a daily, monthly, and yearly basis;
- (q) must interface with the 311 Lagan system;
- (r) should be able to view the original incident information captured by 311;
- (s) should be able to assign an incident to the appropriate Animal Services Officer based on the geographical location of the incident interfacing with GPS vehicle software.

E11. SECURITY

E11.1 The Animal Services Information System:

- (a) Must create many users and control exactly what each can do (Create, Read, Update, Delete) at the module level;
- (b) Must audit User actions to find out who did what;
- (c) Should be compatible with Microsoft Active Directory authentication.

E12. VOLUNTEER MANAGEMENT

E12.1 The Animal Services Information System:

- (a) should have separate secure area where volunteer hours can be maintained by volunteers entering their name and hours volunteered;
- (b) should generate a report and chart detailing monthly and yearly volunteer amounts and hours.

E13. PROMOTION

E13.1 The Contractor should assist in the promotion of the System.

E14. SUPPORT

E14.1 The Contractor must provide a toll free phone number for users to obtain help and system use instructions on a 16x5 basis.

E14.2 The Contractor must provide the City support for the System and a single point of contact for reporting service problems.