



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1030-2016

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

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

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 14, 2016.

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

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

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

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

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

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

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent 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. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Proponent 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.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the 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.
- B6.5 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.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting

and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent 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 B20.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal and;
 - (b) Form B: Prices; and
 - (c) Form N: Mandatory Criteria.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent (Section C) in accordance with B11; and
 - (b) Project Understanding and Methodology (Section E) in accordance with B12
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and three (3) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor

Winnipeg MB R3B 1J1

B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

B8.1 The Proponent shall complete Form A: Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent 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.

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

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

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

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent 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 Proponent 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.

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

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

B9. PRICES

B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) Initial program setup fees;
- (b) Operation of hotline fees;
- (c) Optional service fees;
- (d) The Proponent's assumed annual tip volumes; and

- B9.1.2 Prices shall include all auxiliary services as required such as translation services, transcription of reports received by mail, annual subscription fee for toll-free telephone number, set up user profile of at least 6 authorized Audit Department employees to the case management system.
- B9.1.3 Notwithstanding C11.1.3, 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.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 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.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. FORM N: MANDATORY CRITERIA

- B10.1 Further to B7.1(c), the Proponent shall complete Form N: Mandatory Criteria making all required entries.
- B10.2 The Proponent is required to meet all criteria contained in Form N: Mandatory Criteria.

B11. EXPERIENCE OF PROPONENT (SECTION C)

- B11.1 Proponents should provide a detailed narrative describing their relevant corporate experience and descriptions of three (3) projects where the Proponent has undertaken providing similar services in the last six years, which are considered relevant and comparable to this project. Relevance is measured against how related the projects are to setting up and managing hotline intake services. Proponents may include any supporting documentation that they feel will support their descriptive narrative. The minimum information that should be provided for each project is:
- (a) client/company name;
 - (b) contact name and title;
 - (c) address;
 - (d) phone number and email address;
 - (e) nature/type of services provided and dates they were provided;
 - (f) annual volume of calls;
 - (g) number of employees at the client/company;
 - (h) how long the Proponent operated the hotline for the client/company; and
 - (i) a summary of the type of hotline operation (for example, open to the public, open to employees, open to vendors and employees).
- B11.2 The Proponent should submit three (3) external references from clients where your company has undertaken providing similar services, preferably with another government agency, which are considered relevant and comparable to this project. The minimum information that should be provided for each reference is:
- (a) client/company name;
 - (b) contact name and title;
 - (c) address;
 - (d) phone number and email address;

- (e) nature/type of services provided and dates they were provided;

B11.2.1 The City of Winnipeg may contact your references to verify the information provided.

B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION D)

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

B12.2 The description of the proposed approach/methodology should include:

- (a) Methodology presented in accordance with the Scope of Services identified in D3.
- (b) A detailed Proposal of deliverables by the Proponent, including the expected outcome and benefits to the City. In addition, the Proponent must provide a written response to all questions in **Schedule 1: Proponent Questionnaire** which will address the following:
 - (i) Process Overview;
 - (ii) Assistance with Hotline Promotion;
 - (iii) Tip Intake;
 - (iv) Reporting;
 - (v) Program Measures;
 - (vi) Data Integrity, Security and Privacy;
 - (vii) Case Management System Availability;
 - (viii) Training; and
 - (ix) Optional Services.
- (c) A detailed Project Plan that reflect the proposed approach to the Work. All major start dates, end dates, review and approval points and major milestone dates should be shown. The plan should identify interim and final deliverables and their respective delivery dates in consideration of the phases identified.
- (d) Identification of all facts and assumptions made by the Proponent in developing the Proposal Submission and the relevance that these facts and assumptions have had on the proposed methodology and team composition (e.g.: data availability, level of involvement of City staff, etc.).
- (e) A detailed description of any information, resources or services required to be provided by The City of Winnipeg.

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) N/A

B14. QUALIFICATION

B14.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.

B14.2 The Proponent 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>

B14.3 The Proponent 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).

B14.4 The Proponent 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 Proponent and of any proposed Subcontractor.

B14.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/>

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent 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.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as

herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent 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 Proponent'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 B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent 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.

B18. INTERVIEWS

- B18.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

- B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent 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 Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

- B20.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Proponent, pursuant to B11: (pass/fail)

- | | | |
|-----|---|-------------|
| (c) | Form N: Mandatory Criteria; | (pass/fail) |
| (d) | Total Bid Price; | 40% |
| (e) | Experience of Proponent; (Section C) | 10% |
| (f) | Project Understanding and Methodology (Section D) | 50% |
- B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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.
- B20.3 Further to B20.1(b), B20.1(c) the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B20.4 Further to B20.1(c), Form N shall be evaluated in response to which the Proponent can satisfy the mandatory requirements for the solution requested and submitted in response to B10.
- B20.5 Further to B20.1(d), the Total Bid Price shall be the sum of initial Program Setup Fee and Projected annual fees for 2017-2021 on Form B: Prices in accordance with B9.
- B20.6 Further to B20.1(e), Experience of Proponent will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested in accordance with B11.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the Scope of Work and how these will be achieved, the deliverables including the expected outcome and benefits to the City, and a detailed project plan in accordance with B12.
- B20.8 Notwithstanding B20.1(e) and B20.1(f), where Proponents fail to provide a respond to B7.2(a) and B7.2(b), the score of zero may be assigned to the incomplete part of the response.
- B20.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a), B20.1(b) and B20.1(c), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B20.10 This Contract will be awarded as a whole.
- B20.11 Depending on the results and outcome of deliverables of the project expressed herein, additional related Work, specifically the Optional Services as outlined in Schedule 1: Proponent Questionnaire, may come into effect whereupon the City reserves the right to either pursue the services of the successful Proponent, subject to the Proponent's performance, funding and successful negotiation or return to the market with a new Request for Proposal document when in the City's best interest.
- B21. AWARD OF CONTRACT**
- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, 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.

B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

B21.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B21.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

B21.5 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 Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

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D2. BACKGROUND

D2.1 The City of Winnipeg Fraud, Theft, Misappropriation or Related Irregularities Administrative Standard is to establish specific program responsibilities regarding the reporting and investigation of allegations of waste and/or wrong doing with The City of Winnipeg. This standard reflects The City's ongoing effort to support open and transparent local government and applies to all employees.

D2.2 In 2012, The City of Winnipeg introduced a Fraud and Waste Hotline for employees and in July 2013 the Hotline was expanded to provide accessibility to the general public. The Fraud and Waste Hotline is a confidential and anonymous service that allows citizens and staff to report incidents of wrongdoing, as well as other issues and concerns, 24 hours a day, 7 days a week. The call intake and report database management system aspect of the Hotline is currently operated independently by a third party and is accessible by phone or internet.

D2.3 The Fraud and Waste Hotline has received the following tips in last four years:

2016	40 tips approx. (January 1, 2016 to October 31, 2016)
2015	42 tips
2014	10 tips
2013	16 tips

D2.4 The City has a workforce of approximately 10,250 full time employees (FTEs) based on average annual headcount in 2015. The population of the City of Winnipeg in 2010 was approximately 684,100 people.

D3. SCOPE OF SERVICES

D3.1 The Work to be done under the Contract shall consist of initial configuration, customization and set-up and the Provision of a Fraud and Waste Hotline and Case Management System and be operational for the period from February 21, 2017 until February 20, 2018, with the option of four (4) mutually agreed upon one (1) year extensions.

D3.1.1 The City may negotiate the extension option with the Contractor within ninety (90) 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.

D3.1.2 Changes resulting from such negotiations shall become effective on February 21st 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 Work shall be executed in the following steps:

- (a) Initial configuration, customization and set-up to make the system operational from February 21, 2017.
- (b) Operation of Hotline

- D3.2.1 The City may use the Optional Services, in accordance with Schedule 1.
- (a) the City may negotiate additional Work for Optional Services if the City decides to proceed, in accordance with B20.11.
- D3.3 The Contractor will:
- (a) Provide, operate and maintain an independent and secure Fraud and Waste Hotline intake service and an integrated Case Management Module on a 24x7x365 basis that enables the City to establish, manage and track the status of all active financial fraud, waste and abuse cases, reported anonymously by City of Winnipeg employees and members of the public. The Hotline must offer a toll-free telephone intake service and a web based intake service.
 - (i) Trained staff must be used to facilitate the gathering of sufficient information about the tip and will forward all cases to the Audit Department for investigation. The Contractor is not responsible for investigation of the tips submitted.
 - (ii) The intake service must allow employees/public to remain completely anonymous if they choose to do so. If an employee/or member of the public chooses to remain anonymous, the Contractor will ensure that no personal information is gathered from the employee/member of the public and that no information about the originating telephone or computer is collected or displayed in any form. The Contractor is not responsible for removing an employee's contact information or any other personally identifiable information that the employee has included in the web form.
 - (iii) The web form used by employees/public to submit tips must allow for, but not require, input of the employee's/public's contact information. It must also include statements ensuring the employee's/public's anonymity if they choose not to reveal their contact information and providing a high level description of the site security provisions.
 - (iv) The intake service and case management system must record all tips in a consistent manner and provide comprehensive solutions for tracking and reporting on original tips and all associated information and for facilitating communications between the City and employees/public who choose to remain anonymous.
 - (v) The intake service and case management system must have proper notification systems in place to ensure all tips are submitted to the City's designated contact, for investigation, on a timely basis.
 - (vi) Ensure that a "sensitive" checkbox is provided on the web form to identify reports that involve/implicate the City Auditor. Those reports will receive special routing as defined by the City. The web form will include these words adjacent to the "sensitive" checkbox: "If your report involves potential improper activities by the City Auditor, please check this box. Do not check this box if the report is about actions of any other employees or contractors of the City of Winnipeg."
 - (b) Provide assistance to the Audit Department in developing hotline promotion and awareness campaigns and materials.
 - (c) Work with the Audit Department to implement a reporting process that will enable tracking, updating, and reporting related to all tips entered into the case management system. Specific reports that must be available for the City to access from the case management system include:
 - (i) Daily reports detailing the tips received.
 - (ii) Weekly summary reports of all tips processed including status of each tip recorded and the results of any follow-up queries to earlier tips.
 - (iii) Monthly reports providing year-to-date summaries of each tip received and activities and outcomes associated with each tip.

Initial Configuration, Customization and Set-up

- D3.4 In this phase, the Contractor will be responsible to:

- (a) Configure and customize
 - (i) Work with the Audit Department to configure and customize a secure hotline intake system that includes toll-free phone access to intake operators 24x7x365 and web form to be used by City employees and members of the public to report tips regarding possible fraud and/or misconduct within the City.
 - (ii) Work with the Audit Department to adapt standard intake questionnaires, decision trees and system reports as necessary to meet the program objectives.
 - (iii) Work with the Audit Department to establish reporting and notification protocols that address foreseeable issues related to incoming tips.
- (b) Hotline intake system configuration and customization, including database, intake questionnaires, report content and formats, and notification protocols, and set-up must be complete no later than February 20, 2017.
- (c) Promotion materials:
 - (i) Provide advice and examples of successful hotline promotion materials and assist the Audit Department with developing a communications plan.
- (d) Database, case management, and backup routines:
 - (i) Configure a database, case management system, and database backup routines that will ensure that each tip received by the hotline is inputted, tracked, safeguarded, and retained.
 - (ii) The database and case management system must be a comprehensive system that tracks each tip received and all records associated with any resulting investigation, such as investigation results, categorization of each tip, and include other information that would be helpful in identifying recurring organizational issues or recurring tips involving the same operating units. The solution must also incorporate means of facilitating communication between the City and employees/public who provide tips and choose to remain anonymous.
 - (iii) In order to provide a fully integrated tracking and reporting system, the Contractor's case management system will also function and the Audit Department's case management system for tips received from sources other than the hotline. The number of tips typically received by the Audit Department through other channels has historically been less than ten per year.
 - (iv) For tracking and reporting purposes, records related to tips received from sources other than the hotline must be easily distinguished from those received directly by the hotline system.
 - (v) Set up and test the hotline intake program to ensure that phone lines, web forms, intake questionnaires, decision trees, case management system, and system reports are working as intended.
 - (vi) Adequate training will be provided to designated Audit Department employees and other City employees who are assigned as case managers, investigators, or program coordinators.
 - (vii) Training of designated City staff and final testing must be complete no later than February 20, 2017.
 - (i) Training and helpdesk services for the case management system must also be available to designated City employees on an ongoing and as needed basis to accommodate City personnel changes.
 - (ii) Test the components of the hotline intake service and case management system to ensure all elements are functioning as intended.

Operation of Hotline

D3.5 In this phase the Contractor will:

- (a) Provide secure hotline intake services staffed 24x7x365 with professionally trained intake staff to receive phone tips from City employees and members of the public, to be fully operational by February 20, 2017.

- (b) Provide 24x7x365 English and French language web form reporting capability.
- (c) In the case of telephone tips, provide multi-language accessibility to City employees/public as required.
- (d) Promptly contact officials designated by the City if the tip is regarding a situation that presents an imminent threat to life, safety, environment, or property.
- (e) Provide case management system software, data storage, maintenance, database backup.
- (f) Provide access to authorized Audit Department employees to update the case management system with tip resolutions and obtain reports from the case management system.
- (g) Provide regular reports to the Audit Department as outlined in D3.3(c).
- (h) Provide web-based case management system software, data storage, maintenance and database backup;
- (i) Maintain physical custody of the records relating to a hotline tip or hotline entry entered directly by the Audit Department for at least 12 months following closure of the record;
- (j) At the end of each contract year, the Contractor must provide all closed records to the Audit Department using a secure USB memory stick containing only encrypted data.
 - (i) The memory stick must be couriered to the Audit Department. Following receipt of the memory stick, the specified contact at the Audit Department will obtain an encryption key from the Contractor via telephone;
 - (ii) Data encryption must be carried out using standard encryption algorithms approved by and to the satisfaction of the City; and
 - (iii) Following Audit Department's successful receipt and decryption of the stick, the Contractor must securely delete those records from its system using an internationally-recognized data cleansing procedure (eg: National Institute for Standards and Technology's (NIST) Special Publication 800-88: Guidelines for Media Sanitization, or equivalent).

D3.6 Work shall be done on an "as required" basis during the term of the Contract.

D3.6.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D3.6.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D4. COMMUNICATION WITH THE AUDIT DEPARTMENT

D4.1 The Contractor must be available to work closely with the Audit Department throughout the Configuration, Customization, and Setup Phase through a variety of communication methods such as teleconference, email, etc. Teleconferences will normally be arranged at least 24 hours in advance. Progress reports will be provided by the Contractor via email.

D5. ONGOING COMPLIANCE WITH MANDATORY CRITERIA

D5.1 The Contractor is required to meet criteria (a) through (i) of Form N: Mandatory Criteria outlined in B10 throughout the term of this Contract, including throughout any optional terms that may extend the duration of this Contract. The Contractor is required to submit a report annually to the City Auditor indicating whether or not these mandatory criteria are being met.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Kim Fox
Executive Assistant
Audit Department

3rd Floor, 185 King Street
Winnipeg, MB R3B 1J1

Telephone No. 204-986-3404

Email Address: kimfox@winnipeg.ca

D6.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6.3 Bids Submissions must be submitted to the address in B7.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 During the course of this Contract, the Contractor may acquire access to information concerning the City that is confidential. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, at any time during or subsequent to the term of this Contract, any confidential information of the City of which the Contractor has been or hereafter becomes informed, whether or not developed by the Contractor, including without limitation, information pertaining to this Project and the resulting report, if any, to be provided. This clause shall not apply to information the Contractor may necessarily be required to disclose or use in connection with the Services which it is obligated to perform under this Contract or as required by law.

D7.2 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.

D7.3 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.4 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.

D7.5 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

D8.1 The Contractor acknowledges that, in adherence to the Freedom of Information and Protection of Privacy Act, C.C.S.M.c.F175 (FIPPA), the Contractor is required to comply with the provisions of FIPPA pertaining to all information and records relating to all information and records relating to, obtained, generated, collected or provided under or pursuant to this Contract.

D8.2 The Contractor will ensure that any of its staff handling tips or providing services on this project have appropriate privacy training and supervision to ensure compliance with the Freedom of Information and Protection of Privacy Act, Manitoba.

D9. INTELLECTUAL PROPERTY

D9.1 All reports, drawings, calculations, designs, plans, leading practices, specifications, and other data, information and all material utilized, collected, compiled, drawn and produced (including digital files) to carry out the Services contemplated in this Contract ("Deliverables") are solely the property of the City, with the exception of the materials and information in the possession of the Contractor prior to the commencement of this project, and the Contractor's copyright in such property, if any, is hereby assigned to the City.

- D9.1.1 For greater clarity, any disclaimer that is included in or on any Deliverable to limit the use by the City of such Deliverable, as provided for under this shall have no force and effect and will not alter the terms of this Contract, unless the terms of that disclaimer are expressly agreed to by both parties in writing as an amendment to this Contract.
- D9.2 Upon completion of the Services or termination of this Contract, all of the Deliverables shall be delivered by the Contractor to the City on demand by the City. The Contractor may retain one complete set of the Deliverables for its records and the City shall make the originals, or a reasonable reproduction thereof, available to the Contractor for all proper and reasonable purposes during the period of five (5) years following the completion or termination of the Contractor's Services under this Contract.
- D9.3 Without prejudice to any rights which may exist in the City by virtue of any prerogative rights and powers or by virtue of the Copyright Act of Canada, as amended from time to time, the Contractor assigns all present and future rights in the copyright in the Deliverables absolutely and immediately to the City. Furthermore, the City or any third party granted a right through the City, may use the Deliverables or any part thereof for, or apply it to, other studies or projects without the Contractor's consent and without any payment or compensation whatsoever. If the City or any third party granted a right through the City elects to so use or apply the Deliverables to another project, it does so at its own risk and the Contractor shall not be liable in any way for such other use or application or any adverse consequences flowing therefrom.
- D9.4 The Contractor expressly waives any claim to moral rights, as provided for in the law of copyright, over the Deliverables or any part thereof, created by the Contractor, and the Contractor shall ensure that any agent or employee of the Contractor shall have waived all moral rights, as provided for in the law of copyright, over the Deliverables or any part thereof.
- D9.5 All concepts, products or processes produced by or resulting from the Services rendered by the Contractor in connection with the Project, or which are otherwise developed or first reduced to practice by the Contractor in the performance of Services, and which are patentable, capable of trademark or otherwise, shall be the property of the City.
- D9.6 The Contractor shall have a permanent, non-exclusive, royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise, produced by or resulting from the Services rendered by the Contractor in connection with the Project, for the life of the Project, and for no other purpose or project.
- D9.7 The Contractor shall not infringe any copyright, trademark, patent, industrial design, trade secret, moral or other proprietary right of a third party and shall indemnify the City from all claims arising out of such an infringement.
- D9.8 If the City or the Contractor is served with a claim or notice of an infringement or alleged infringement of any patent, copyright, trademark or trade name, the Party so served shall immediately give notice thereof to the other Party.
- D9.9 The Contractor shall assist the City in every reasonable way to secure, maintain and defend for the City's benefit all copyrights, patent rights, trade secret rights and other proprietary rights in and to the Deliverables.
- D9.10 If the City or the Contractor is prevented by injunction from using any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall, at its own cost, substitute an equally suitable design, device, material or process, all subject to the prior approval of the Contract Administrator.

D10. NOTICES

- D10.1 Notwithstanding C22.3, 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

D10.2 Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

D11.1 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.

D12. INSURANCE

D12.1 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 Service. 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; and
- (c) technology errors and omissions liability insurance to a minimum of \$250,000 limit per claim and \$500,000 in the aggregate.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 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 but in no event later than the date specified in C4.1 for the return of the executed Contract.

D12.4 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.

D12.5 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.

CONTROL OF WORK

D13. COMMENCEMENT

D13.1 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.

D13.2 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 D11;
 - (ii) evidence of the workers compensation coverage specified in C6.14;

- (iii) evidence of the insurance specified in D12;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14. INFORMATION AND REPORTS

D14.1 The Contractor shall, at such time and in such form as the City may require, furnish such periodic reports concerning the status of the Work, such statements, certificates, approvals and copies of proposed and executed plans and claims and other information relative to the Work as may be requested by the City. The Contractor shall furnish the City, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the Work.

D15. CITY'S RIGHT TO AUDIT

D15.1 The City may audit all financial and related records associated with the terms of this Contract.

D15.2 The City may at any reasonable time and on reasonable notice to the Contractor inspect and evaluate the Contractor's compliance with the privacy, security, and information management requirements of this Contract.

D15.3 The Contractor shall at all times during the term of the Contract and for a period of 7 years after the end of the Contract, keep and maintain records of the work performed pursuant to this Contract. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. All such records shall be maintained in accordance with generally accepted accounting principles. The Contractor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.

D15.4 The obligations of under D14 shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

D16. ORDERS

D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D17. FOREIGN ACCESS TO INFORMATION RECORDS

D17.1 The Contractor will ensure that all information and records that are provided to or collected by the Contractor pursuant to this Contract are maintained in Canada and that access to that information and records will not be permitted to individuals or entities that are not resident in Canada.

D17.2 At least 60 days prior to each optional annual Contract renewal, the Contractor must provide evidence to the City that they continue to be in compliance with the provisions of D17.1.

D18. RECORDS

D18.1 The Contractor shall keep detailed records of the services supplied under the Contract. Upon forty-eight (48) hours written notice, the City shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all data, documents, proceedings and activities.

D18.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) service date(s); and
- (b) description and quantity of services provided.

D18.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D19. INVOICES

D19.1 Further to C11, the Contractor shall submit quarterly invoices for each portion of Work performed during the previous quarter to:

The City of Winnipeg
Audit Department
3rd Floor, 185 King Street
Winnipeg MB R3B 1J1

Facsimile No.: 204 949-4134

Email: kimfox@winnipeg.ca

D19.2 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 work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D19.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

D20. PAYMENT

D20.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice on a quarterly basis.

D20.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.