

THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 165-2016

SUPPLY AND INSTALLATION OF SOFTWARE TO REPLACE HANDI-TRANSIT SCHEDULING AND CLIENT MANAGEMENT SYSTEM

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND INSTALLATION OF SOFTWARE TO REPLACE HANDI-TRANSIT SCHEDULING AND CLIENT MANAGEMENT SYSTEM

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, May 18, 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 D5.
- 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 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 materials, equipment, methods and products 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 seven (7) 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 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.
- 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.

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- 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 B25.
- B6.9 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. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
 - (a) Form A: Proposal;
 - (b) Form B: Prices
 - (c) Form N: Scheduling System Functional Requirements and Specifications in accordance with B16
- B7.2 The Proposal should also consist of the following components:
 - (a) Executive Summary in accordance with B10;
 - (b) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
 - (c) Experience of Key Personnel Assigned to the Project, (Section D) in accordance with B12;
 - (d) Project Understanding and Methodology (Section E) in accordance with B13;
 - (e) Project Schedule (Section F) in accordance with B14;
 - (f) Operating and Support Services in accordance B15
- B7.3 The Proposal Submission should contain a table of contents, page numbering and should be in the Sections identified above.
- B7.4 Further to B7, 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.
- B7.5 Proponents should submit one (1) 8.5" x 11" original (marked "original") and six (6) copies opies can be any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposals should be prepared on 8.5" x 11" paper and bound in three-ring binders. Fold-outs for drawings, charts, tables and spreadsheets are acceptable. To facilitate evaluation, proposals shall be placed in the binder in accordance with the order in B7.1and B7.2.
- B7.7 Proponents are advised not to include any information/literature except as requested in accordance with B7.1 and B7.2.
- 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 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B25.5(a).

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- B7.10 A hard copy of Form N: Scheduling System Functional Requirements and Specifications must be submitted with the Bid. If there is any discrepancy between the Adobe PDF version of Form N: Scheduling System Functional Requirements and Specifications and the Microsoft word version of Form N: Scheduling System Functional Requirements and Specifications, the PDF version shall take precedence.
- B7.11 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.12 Proposals shall be submitted to:

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

B7.13 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.

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B9. PRICES

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices and Prices: Additional Items.
- B9.1.1 Prices on Form B: 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.
- B9.2 The quantities listed on Form B: Prices will be used by the City 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 Amounts provided in the table Pricing Additional Items is for information only and will not be evaluated.
- B9.5 Notwithstanding C10.1 Fees submitted 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.
- B9.6 Payments to No-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXECUTIVE SUMMARY

- B10.1 This should contain a brief overview of the key features and benefits of the Proponent's proposal and should demonstrate how the proposed system meets The City of Winnipeg's objectives.
- B10.2 The Executive Summary should not exceed 6 pages.
- B10.3 The Executive Summary must not include any pricing information.

B11. EXPERIENCE OF PROPONENT AND SUBCOTRACTORS (SECTION C)

- B11.1 Proposals should include:
 - (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing paratransit systems, programming, design, implementation, management of the Project and contract administration services on up to three (3) projects of similar complexity, scope and value.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
 - (a) description of the project;
 - (b) role of the Proponent;
 - (c) project's original contracted cost and final cost;
 - (d) design, implementation and schedule (anticipated Project schedule and actual project delivery schedule, showing design and implementation separately);
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).

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- B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- 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 for the Proponent and all Subcontractors.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B12.1 Describe your approach to overall team formation and coordination of team members. The successful Proponent should be familiar with municipal and regional government program delivery preferably through direct experience with projects similar to this RFP. It is important that the work undertaken by the Proponent (s) who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size, and complexity.
- B12.1.1 Include an organizational chart for the Project.
- B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.
- B12.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11, provide only the project name and the role of the key person. For other projects provide the following:
 - (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers per project).
- B12.4 The nominated key personnel cannot be changed by the Successful Proponent during the course of the project without the City's express agreement.
- B12.5 The Proponent should demonstrate that they have an adequate supply of appropriately skilled personnel available to complete this project to meet the schedule and requirements outlined herein. In particular, the Proponent should demonstrate the capabilities of its back-up team should its primary team be unavailable for any reason.

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B13.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B13.2 Methodology should be presented in accordance with the Scope of Services identified in D3.
- B13.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B13.4 Proposals should address:
 - (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's understanding of the design issues;

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- (c) the proposed Project budget;
- (d) the City's Project methodology with respect to the information provided within this RFP;and
- (e) any other issue that conveys your team's understanding of the Project requirements.
- B13.5 For each person identified in B12.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D3.
- B13.6 Capability should provide a description of their ability to produce the hardware, software and firmware required to supply a system that meets the requirements herein. Key suppliers/subcontractors should be identified including listing the items and services that each will supply.

B14. PROJECT SCHEDULE (SECTION F)

- B14.1 Proponents shall submit a Work Schedule in Gantt chart style using Microsoft Project indicating hours required by resource, on site or remote, expectation of City staff (developers and endusers) and the time frame within which the Proponent proposes to perform each item or category of Work identified thereon and should as a minimum include:
 - (a) System installation (should include software and any hardware) complete;
 - (b) System configuration complete;
 - (c) Documentation/brochures/ for staff prepared;
 - (d) Staff training complete, both City and Proponent (if required)
 - (e) Reports Delivery;
 - (f) System testing complete;
 - (g) Complete system activation
- B14.2 The Proponent's schedule should include critical dates for review and approval processes by the City. Reasonable times should be allowed for completion of these processes.
- B14.3 The timetable and work plan should include progress reports and identification of specific City staff required to participate during the performance of the work.

B15. OPERATING AND SUPPORT SERVICES

- B15.1 The purpose of this section is to permit the Proponent to describe what services will be provided by the Proponent and what services must be provided by the City both during the warranty period and following the expiry of the warranty period.
- B15.2 The Proponent should describe their service response time, resolution commitments and escalation path for various service urgencies:
 - (a) Mission critical unable to use system, data lost or severely compromised
 - (b) Urgent ability to use system severely compromised, possible loss of data
 - (c) Serious scheduling system is working intermittently but able to continue business with manual workarounds, potential for loss of data
 - (d) Minor system is working adequately, no data lost
- B15.3 The Proponent should indicate the location and availability of:
 - (a) support staff
 - (b) spare parts
 - (c) customer support centre or on-line support

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- B15.4 The Proponent should describe any operating and maintenance responsibilities expected of the City.
- B15.5 The Proponent should list the spare parts that it recommends the City purchase and retain. (must not include any price information)

B16. FORM N: SCHEDULING SYSTEM FUNCTIONAL REQUIREMENTS AND SPECIFICATIONS

- B16.1 The Proponent shall complete Form N: Scheduling System Functional Requirements and Specifications following the instructions provided on Form N: Scheduling System Functional Requirements and Specifications.
- B16.2 The comment column on Form N: Scheduling System Functional Requirements and Specifications is to be used for all explanations on non-compliance
- B16.3 If a section is marked as compliant and also includes a comment that has, in the opinion of the City, the effect of modifying the compliance, then the City will deem the section to be 'non-complaint' and the score will be reduced correspondingly. In the event of a disagreement between Form N: Scheduling System Functional Requirements and Specifications and the proposal narrative, Form N: Scheduling System Functional Requirements and Specifications will take precedence.

B17. DISCLOSURE

- B17.1 Various Proponents 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.
- B17.2 The Proponents are:
 - (a) Route Match
 - (b) Clever Devices
 - (c) Trapeeze
 - (d) Giro

B18. QUALIFICATION

- B18.1 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.
- B18.2 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/matmqt/debar.stm
- B18.3 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);
- B18.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract dministrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B18.5 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.

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B19.1 Proposals will not be opened publicly.
- B19.2 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/
- B19.3 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.

B20. IRREVOCABLE OFFER

- B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B20.2 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 for the time period specified in Paragraph 10 of Form A: Proposal.

B21. WITHDRAWAL OF OFFERS

- B21.1 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.
- B21.1.1 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.
- B21.1.2 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.
- B21.1.3 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 B21.1.3(b), declare the Proposal withdrawn.

B21.2 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 B20.2 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.

B22. INTERVIEWS

- B22.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B22.2 In the interview, the Proponent may be required to provide a demonstration, in the form of a scripted demo, supporting the functionality proposed in their response.
- B22.3 Proponents are responsible for the setup of the demonstration.

B23. NEGOTIATIONS

- B23.1 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.
- B23.2 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.
- B23.3 If, in the course of negotiations pursuant to B23.2 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.

B24. PRESENTATIONS

B24.1 The Contract Administrator may, in his sole discretion, request any, some or all Proponents to give a presentation and/or demonstrate their equipment and software to assist the City in evaluating the proposals

B25. EVALUATION OF PROPOSALS

- B25.5 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 and the Subcontractors, if any, pursuant to B18:

(pass/fail)

(c)	Total Bid Price	40%
(d)	Form N: Scheduling System Functional Requirements and Specifications	40%
(e)	Experience of Proponent and Subcontractors	5%
(f)	Experience of Key Personnel Assigned to the Project	5%
(g)	Project Schedule, Project Understanding and Methodology	5%
(h)	Operating and Support Services	5%

B25.6 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B24 (Interviews).

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- B25.7 Further to B25.5(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.
- B25.8 Further to B25.5(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B25.9 Further to B25.5(c), the Total Bid Price shall be evaluated based on Prices submitted for Items on Form B: Prices submitted in accordance with B9.1.
- B25.10 Further B25.5(d)Form N: Scheduling System Functional Requirements and Specifications shall be evaluated considering the information submitted in response to B16.
- B25.11 Further to B25.5(e) Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested and submitted in response to B11.
- B25.12 Further to B25.5(f) Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity submitted to response B12.
- B25.13 Further to B25.5(g)), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project managements approach and team organization submitted in response to B13.
- B25.14 Further to B25.5(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the schedule requirements of the Project submitted in response to B14.
- B25.15 Further to B25.5(h), Operating and Support Services will be evaluated considering the services your firm is offering during the warranty period and following as submitted in response to B15
- B25.16 Notwithstanding B25.5 to B25.5(g), where Proponents fail to provide a response to B7.2(b) to B7.2(e) the score of zero may be assigned to the incomplete part of the response.
- B25.17 This Contract will be awarded as a whole.
- B25.18 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B25.5(a) and B25.5(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B26. AWARD OF CONTRACT

- B26.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B26.2 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.
- B26.2.1 Without limiting the generality of B26.2, 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

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- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B26.3 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, in accordance with B25
- B26.4 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.
- B26.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

PART C - GENERAL CONDITIONS

CO. 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. BACKGROUND AND EXISTING SYSTEMS

- D2.1 Handi-Transit is a service within the Winnipeg Transit Department and is responsible for the operation of a parallel service to the regular fixed route transit service for persons unable to use the regular transit system because of a cognitive or physical disability that significantly restricts their mobility or are legally blind. Handi-Transit is a door-to-door service.
- D2.2 Handi-Transit provides approximately five hundred thousand (500,000) trips annually.
- D2.3 Handi-Transit's customer ridership is approximately seventy-seven percent (77%) ambulatory and twenty-three percent (23%) wheelchair users.
- D2.4 Handi-Transit uses a multi contractor model to provide service. Services are provided by a total of nine (9) contractors and thirteen (13) separate contracts. Contractors are paid based on a fixed hourly rate based on their contracts.
- D2.5 **IRide**: IRide is an application developed in-house which is used by the division to manage the operations of the Handi-Transit service. The current base version was put into production in 2000. The original implementation still resides on an IBM midrange server (iSeries) and includes:
 - (a) Client maintenance
 - (b) Contractor and resource maintenance
 - (c) Trip bookings by CSR's
 - (d) Automated batch scheduling
 - (e) Manual scheduling
 - (f) Automated contractor notifications via email
 - (g) Dynamic scheduling (moving of trips when cancellations are received implemented in 2004)
 - (h) Fare payment from account
- D2.6 <u>IRide Confirm</u>: an IVR application used by Handi-transit registrants which provides registrants the ability to confirm pick-up times or cancel trips using Confirm. IRide Confirm was redeveloped in 2009 to take advantage of newer IVR technology which includes text to speech and speech recognition capabilities.
 - (a) Transit deploys the Voice Genie IVR suite from Genesys
 - (b) Voice XML is used to interact between the IRide Confirm application and Voice Genie
 - (c) Winnipeg Transit has sixty-nine (69) phone lines shared between IRide Confirm and our regular transit IVR application (Telebus). Current infrastructure has room for expansion.
 - (d) Transit would prefer to leverage this existing infrastructure rather than adding new infrastructure.
- D2.7 <u>IRide Incidents</u>: Application developed by Winnipeg Transit IS in 2003 and updated in 2009.
 - (a) IRide Incidents is an incident management application used to track complaints, commendations, and inquiries

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 - (b) Workflow processes guide incidents from recording to investigating and responding
 - (c) Able to track incident histories by registrant, driver and contractor
- D2.8 <u>HandiView</u>: is a web based application used to display ridership and trip statistics and contractor information and statistics.
- D2.9 **GreyHawk AVL**: Basic GPS receivers were installed on contractor vehicles in 2012. The GreyHawk PTS Gateway software is installed on a windows server which can be accessed using the GreyHawk AVL tracker on Handi-Transit staff workstations. No integration with our dispatching functions currently exists so AVL information is more useful for investigations than for daily operations.
- D2.10 **SMS**: Winnipeg Transit has SMS capabilities deployed for our regular transit service. Texts can be sent to a known phone number and service provider using an aggregator via HTTP. Handi-Transit would like to consider leveraging this technology for communication with registrants.
- D2.11 <u>Fare Payment From Account</u>: An automated process for registrants to pay for their fares. Money is deposited into their Hand-Transit account via transfer from the financial institution of their choice. Winnipeg Transit uses RBC Express to download deposits from financial institutions daily. Deposits are loaded and reconciled through a manual process. Suspicious or unreconciled deposits are investigated and can be posted at a later time. Registrants can also add to their account via a variety of payment options; Visa, cash, cheque or debit.
- D2.12 The purpose of the outcome of this RFP is to replace the existing Handi-Transit scheduling and client maintenance software with a new comprehensive demand-responsive scheduling, dispatch and client maintenance system which is will meet the specifications and requirements as outlined in Form N:. Scheduling System Functional Requirements and Specifications.

D3. SCOPE OF SERVICES

- D3.1 The Work to be done is to supply, install, test, and commission a turnkey scheduling and client maintenance software system as identified in Form N: Scheduling System Functional Requirements and Specifications for Winnipeg Transit Handi Transit (hereafter referred to as the "Scheduling System").
- D3.1.1 The City intends to complete this project including installation and final system acceptance by June of 2017.
- D3.1.2 The major components of the Work are as follows:
 - (a) Provide Handi-Transit staff access to a system as identified in Form N: Scheduling system Functional Requirements and Specifications,
 - (b) Provide ongoing support and maintenance,
 - (c) Provide ongoing 24x7 support.

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
 - (a) "Ambulatory" means a person with a disability able to walk with or without assistance but who does not use a wheelchair or scooter
 - (b) "Batch Scheduling "means process by which total trips requested for any given day that have been requested prior to 11:00 am the day prior are assigned times and runs.
 - (c) "Bid" means the documents and other things, including but not limited to forms contained in the Bid Submission, which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive offer;
 - (d) "Bid Opportunity" means the Bid Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda:

- (e) "Bid Submission" means that portion of the Request for Proposal by that name which contains forms to be included in the Bid;
- (f) "Cancellations" means trips that had been requested but are no longer wanted are removed from the schedule up to one half hour to the confirmed trip time. These trips can have been scheduled or placed in the system for scheduling. When a trip is cancelled the contractor is notified by telephone or electronically.
- (g) "Confirmations" means process by which registrants call into the contact centre to receive the time for their requested trip
- (h) "Contractor" means individual company that has been awarded a contract for the provision of Handi-Transit service.
- (i) "CSR" Customer Service Representative.
- (j) "Equipment" means all manner of assistive mobility device used by registrants
- (k) "Fare Payment from Account (FPA)" means a system for fare collection where the system records all transactions which affect the financial aspects of a client.
- (I) "HandiView" means a web based application used to track ridership, and provide statistical information about the service
- (m) "Incidents" means any occurrence of an event, including complaints and commendations that occur during a registrant's trip and would be considered out of the ordinary.
- (n) IRide Incidents" means an incident management application used to track complaints, commendations, and inquiries developed by Transit IS in 2003 and updated in 2009.
- (o) "IRide" means an application developed in-house which is used by the division to manage the operations of the Handi-Transit service
- (p) "Proponent" means any person submitting a Bid for the Work
- (q) "Registrants" means individuals who have been determined to meet the eligibility criteria for Handi-Transit service
- (r) "Registration number" means a unique identifier for each registrant receiving service
- (s) "Reservations" means a request received by a registrant to have a trip scheduled
- (t) "Run" means one (1) vehicle scheduled and available for or providing rides for one day/shift
- (u) "SAT" means System Acceptance Test
- (v) "Subscriptions" means a standing request for registrants that take the same trip on a defined repeating pattern
- (w) "Successful Proponent" means the Proponent whose proposal has been approved by the City and its respective authoritative bodies

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Josie Fernandes Manager of Client Services Winnipeg Transit

Telephone No.: 204 986-5329 Email: ifernandes@winnipeg.ca

D5.2 Bids Submissions must be submitted to the address in B7.12.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 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.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 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.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 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

D7.2 Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.12.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. INSURANCE

- D9.1 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.
- D9.2 Deductibles shall be borne by the Contractor.

- D9.3 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.
- D9.4 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.
- D9.5 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

D10. COMMENCEMENT

- D10.1 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.
- D10.2 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 D8;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D9;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. DELIVERY

- D11.1 Goods shall be delivered on dates, at times and to locations to be negotiated with the Contract Administrator.
- D11.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least five (5) Business Days before delivery.

D12. SINGLE POINT OF CONTACT / USER CONTACT HOTLINE

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which users can obtain help and system use instruction 24 x 7 basis, CST.
- D12.2 The Contractor shall provide the City support for the system and a single point of contact for reporting service problems.

MEASUREMENT AND PAYMENT

D13. INVOICES

D13.1 Further to C10, the Contractor shall submit invoices to: 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: <u>CityWpgAP@winnipeg.ca</u>

- D13.2 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, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D13.4 Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.12.

D14. PAYMENT

- D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D14.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D15. PAYMENT SCHEDULE

D15.1 Further to C10, payment shall be in accordance with the following payment schedule:

(a)	System installation complete;	20%
(b)	System configuration complete;	10%
(c)	System interfaces complete;	10%
(d)	System testing and user acceptance testing complete;	10%
(e)	Staff communication prepared;	5%
(f)	Staff training complete by both City and Proponent trainers;	10%
(g)	Documentation/brochures for staff prepared and delivered;	10%
(h)	Complete system activation/Go Live date.	25%

WARRANTY

D16. WARRANTY AND SUPPORT

- D16.1 The Successful Proponent shall be the warrantor of all system components, notwithstanding any manufacturer's warranties whether written or implied.
- D16.2 All installed equipment shall have the basic manufacturer's warranty extended to cover a period of 24 months from the date of System acceptance. The warranty shall cover any defects, failures, or malfunctions in materials and workmanship for all system components.
- D16.3 The Successful Proponent shall provide all labor, parts, transportation, expenses, testing equipment, software and incidentals necessary to provide warranty and support for all elements of the system.
- D16.4 The warranty shall also include upgrades to new versions of the Scheduling System and GIS map data that are offered by the software Successful Proponent or Successful Proponent within the warranty period.
- D16.5 The warranty shall include the following support services, to be provided by the Successful Proponent, or their contracted representative:

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 - (a) Twenty-four (24) hours a day, seven (7) days a week support availability with a one (1) hour call back when a live operator is not available
 - (b) Maximum of one (1) business day on-site response time for issues that can't be resolved or repaired over the phone
 - (c) On-site troubleshooting, removal, replacement, repair, re-configuration and testing as required to maintain the system in good operating condition
 - (d) Ensuring that documentation is up to date
- D16.6 The Successful Proponent shall return swapped-out equipment for warranty replacement (as applicable). The Successful Proponent shall provide a written report as to the cause of any failure. Any system component returned for warranty replacement shall be repaired or replaced and returned to the City within thirty (30) days.
- D16.7 There shall be no repair cost applied to The City for warranted equipment, over the warranty period, unless there is reasonable evidence of damage due to misuse, negligence, improper operation or handling, or willful attack. This shall include all equipment, software, and services performed by the Successful Proponent or any of their sub-contractors.
- D16.8 Proponents shall provide a per year rate for providing warranty and support services after the initial 24 month warranty period has expired.
- D16.9 Proponents must include a list of support services not covered under warranty.

D17. PROGRAM CODE/ESCROW

- D17.1 As part of the Contract, the Successful Proponent must negotiate and sign with the City the proper software agreements that will warranty that the system is legally protected in terms of intellectual property, patents and uses rights, and that the sufficient information (i.e. source code, manuals, compiling directives) are accessible to the City in order to warranty the continuing operation of the system in case of a default by the Successful Proponent. All contracts and agreements would have to be reviewed and approved by the City in order to verify that its interests are cover and protected.
- D17.2 The City and the Successful Proponent will have in place at least the following agreements;
 - (a) Software User License Agreement
 - (i) The User License Agreement shall release the City from any liability to the Successful Proponent, third party or other persons in any dispute regarding patents, intellectual property, etc.; furthermore, the Successful Proponent will defend, indemnify and hold harmless based upon an alleged infringement of, or violation of any intellectual property rights, such as trade secrets, trademarks or copyrights and relating to, caused by, or arising out of these agreements.
 - (b) Software Escrow Agreement
 - (i) The City and the Successful Proponent shall negotiate the necessary Software Escrow Agreements. Software Escrow Agreement should at least cover the following scenarios;
 - (ii) The Successful Proponent has failed to carry out obligations imposed on it pursuant to the Software License Agreement
 - (iii) The Successful Proponent has ceased to offer support for the Software
 - (iv) The Successful Proponent has failed to continue to do business in the ordinary course
 - (v) The Successful Proponent has applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of itself or all or a substantial portion of its assets
 - (vi) The Successful Proponent has made a general assignment for the benefit of, or a composition with, creditors

- (vii) The Successful Proponent has been adjudicated for bankruptcy or insolvency
- (viii) The Successful Proponent has filed a petition seeking to take advantage of any other law relating to bankruptcy, suspension of payments, insolvency, reorganization, liquidation, winding up, composition or adjustment of debts
- (c) Warranty and Support Agreement
- (d) Additional Agreements
 - (i) The City and the Successful Proponent will be required to sign additional agreements, such as Maintenance and Support and/or Extended Warranty Agreements as required

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following are applicable to the Work:

Specification No. Specification Title

Form N: Scheduling System Functional Requirements and Specifications

E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. SOFTWARE USER MANAGEMENT

- E2.1 The Scheduling System shall allow fully customizable administrative and user controls to manage the system and database. This shall include but not limited to:
 - (a) The ability to create a minimum of 10 user groups with customizable user privileges for each group (e.g. System Administrator, Security, Data Manager, Scheduling Agent, Dispatcher, specific third-party service provider
 - (b) Scheduling System access shall be password-protected. As such, all users shall be assigned unique login IDs and passwords
 - (c) User controls shall allow third-party service providers to be restricted to view-only modules of their assigned runs within the Scheduling System. This can be web-based interface if available
 - (d) System Administrator shall be able to define, modify and create global parameters and fields as required

E3. SERVERS AND WORKSTATIONS

- E3.1 The Scheduling System shall include but not limited to the following server and workstation functionality;
 - (a) The Scheduling System shall be installed in a client-server configuration at Handi-Transit offices, providing access for thirty (30) concurrent workstations licenses including up to fifteen (15) licenses for off-site view-only modules. All Proponents shall include pricing for the licenses. All Proponents shall also include pricing for additional licenses at a five (5) year guaranteed rate. If an enterprise (unlimited licenses) option is available, the pricing shall also be included
 - (b) The successful Proponent shall include pre-production test environment to allow for standalone testing of the Scheduling Software with future software and hardware updates (e.g. Scheduling Software updates, CAD/AVL system upgrade, Web/IVR upgrade
 - (c) Through its internal IT department, Handi-Transit will be procuring all servers (and workstations if necessary) required for the new Scheduling System. This includes any cabling or installation equipment required to deliver a working system.
 - (d) Proponents shall outline suitable minimum server and workstation hardware and operating system requirements with their submissions indicating the types and quantities of central hardware required to operate their proposed Scheduling System, this includes any requirements to interface and integrate with existing systems
 - (e) Upon contract award, the Successful Proponent will be required to provide Handi-Transit with final list of workstation and server hardware requirements for Handi-Transit to procure.

Upon receiving the hardware from Handi-Transit, the Successful Proponent will be responsible for installing all software applications and all hardware (including Handi-Transit supplied hardware) required to make the Scheduling System operational. The Successful Proponent will be required to coordinate with all City of Winnipeg, Winnipeg Transit and Handi-Transit, building/facility, and maintenance staff in this undertaking

E4. INSTALLATION LOCATION

- E4.1 The Scheduling System will be installed at Handi-Transit offices. It will be the responsibility of the Successful Proponent to completely satisfy themselves as to the exact nature and existing conditions of the site areas as well as the requirements of the specifications for the extent and quality of work to be performed. Failure to assess these factors will not relieve the Successful Proponent of their obligation to fulfill the requirements of this RFP
- E4.2 The Successful Proponent will be responsible for all hardware, software, data entry, and wiring installation required to make the system fully operational. The Successful Proponent will be required to cooperate with Handi-Transit staff, Drivers, Dispatchers, Building/Facilities staff, building owners and property management staff while undertaking installation

E5. GENERAL INSTALLATION REQUIREMENTS

- E5.1 The Successful Proponent shall undertake a phased approach to the integration of the Schedule System. This approach shall minimize downtime to existing resources, prevent any negative impacts on the existing operating systems, and provide for a smooth and secure transition to use the new Scheduling System. This includes transferring the existing scheduling database to the new Scheduling System prior to turning over systems.
- E5.2 The Successful Proponent shall ensure that all points of interface have been investigated well, and all technical risks addressed.
- E5.3 For where new equipment is to be installed or integrated with existing workstations, the Successful Proponent will be required to provide 48 hours' notice for any access to the workstation.
- E5.4 During installation, the Successful Proponent shall be responsible for the integrity of the data used in the system.
- E5.5 The Successful Proponent shall follow good engineering practice in the installation of the Scheduling System. All equipment shall be installed in a manner that allows simple replacement in the event of a failure.

E6. TRAINING

- E6.1 Training shall take place at City of Winnipeg property (facility to be confirmed by Winnipeg Transit).
- E6.2 Practical training on equipment shall occupy a significant portion of all training classes. The training presentations and material shall be in English.
- E6.3 Instruction shall cover equipment familiarization and systems operation. The minimum training is that which is necessary to bring those employees designated to the level of proficiency required for performing their respective duties.
- E6.4 The Successful Proponent shall provide experienced and qualified instructors to conduct all training sessions. The Successful Proponent is responsible for ensuring that the instructors teaching these courses are not only familiar with technical information but are able to utilize proper methods of instruction, training aids, audiovisuals and other materials to provide for effective training. Instructor(s) shall be identified and their bio included in the proposal.

- E6.5 The Successful Proponent is responsible for providing all training materials, training aids, audiovisual equipment and visual aids for the conduct of these courses. In addition to those attending, the Successful Proponent shall provide 10 extra copies of training materials for future use.
- E6.6 Instructional materials consisting of applicable equipment operation and maintenance manuals, and supplemental notebooks consisting of additional drawings, procedures, and descriptive information shall be provided.
- E6.7 Training guides shall include full topic descriptions, illustrations as needed to enhance content presentation, and common problems with comprehensive solutions given. Training guides shall mirror the instructor guides.
- E6.8 All training materials are to become the property of Winnipeg Transit at the conclusion of training.
- E6.9 At the request of Winnipeg Transit, the Successful Proponent shall provide additional training sessions at the contract price per session. The price shall be based on travel, hotel, food and course-related expenses.
- E6.10 The Successful Proponent shall submit the training curricula, presentations, and materials for review and approval by Winnipeg Transit. No training shall commence until these items have been approved by Winnipeg Transit.
- E6.11 Training curricula shall meet all training requirements and indicate course content, training time requirements, and who should attend.
- E6.12 Training curricula shall be provided to Winnipeg Transit for review a minimum twenty days prior to commencement of equipment installation.
- E6.13 Level of competency required to pass course examinations shall be determined by Winnipeg Transit, if applicable.

E7. SYSTEM ADMINISTRATION AND SUPPORT STAFF TRAINING

- E7.1 Training geared toward the Winnipeg Transit technical staff that will be administrating and supporting the software shall be provided to applicable staff in addition to the end-user training. This training shall include software management options including software updates, administrative options, and data backup.
- E7.1.1 The City intends to train approximately 45 employees during initial phase of implementation.
- E7.2 Training shall include simple to complex troubleshooting, data recovery, disaster recovery techniques for a variety of scenarios.
- E7.3 Training curricula shall meet all training requirements and indicate course content, training time requirements, and who should attend.

E8. DOCUMENTATION

- E8.1 The Successful Proponent shall provide detailed documentation that describes the system design, installation plan, schedule, configuration, training, as-built conditions, operation and maintenance. All documentation shall be in English, shall utilize metric measurements, and shall be submitted directly to the City or its designated representative in paper hardcopy and/or electronically in Word/AutoCAD/Excel/MS Project and Adobe Acrobat.
- E8.2 The Successful Proponent will be required to submit an installation plan and schedule 15 business days in advance of any installation requiring access to the City facilities, vehicles, or equipment.

- E8.3 The Successful Proponent shall include two (2) weeks in their schedule for the City review and required document submission and shall include the necessary time and resources to modify the documentation to incorporate comments from the City.
- E8.4 The Successful Proponent shall then include additional time for the City to review the revised documentation. The Successful Proponent shall include the necessary time and resources to modify the documentation to incorporate comments from the City.

E8.5 System Design Specifications

- (a) Within four (4) weeks following receipt of Letter of Intent, the Successful Proponent shall furnish the City with complete written documentation describing the system to be delivered including all equipment and software to be furnished. The System Design Specification (SDS) shall include, as a minimum, the following information as applicable:
 - (i) Overall system schematic and architecture
 - (ii) Major assumptions and risks
 - (iii) Detailed description of all subsystems and equipment and hardware, including functional description, interface descriptions, communications loading details, material specifications (i.e. environmental, electrical etc.), material selection documentation (MSD), configuration details and installation details
 - (iv) Details on all network, data, power/electrical or other requirements provided by a third party;
 - (v) Detailed description of all software, including functional description, system interface descriptions, Graphical User Interface descriptions, hardware specifications, availability and reliability figures and configuration details;
 - (vi) Detailed descriptions of information, materials and timing required by other parties;
 - (vii) Maintenance and service details may be included in the SDS

E8.6 Testing Documentation

- (a) The Successful Proponent shall submit a test plan that outlines the criteria for test initiation, procedure for dealing with test failures and retests, and the test schedule. The test plan shall be submitted at the same time as the SDS documentation.
- (b) The Successful Proponent shall submit test descriptions, procedures and expected results for the following tests:
 - (i) Factory Acceptance Test (FAT);
 - (ii) Sub-System Integration Test (SIT);
 - (iii) System Acceptance Test (SAT);
 - (iv) Operability Performance Test (OPT).
- (c) A requirements traceability matrix shall be submitted that will cross-reference the SDS, test procedures and original specifications.
- (d) The Test documents shall be submitted a minimum of four 4 weeks in advance of the initiation of the testing.
- (e) FAT documentation shall be submitted for each type of software or device. Where the device is a commercial off the shelf product, the FAT may be replaced with a stamped quality certificate.
- (f) A SIT procedure shall be submitted for each subsystem.
- (g) An overall SAT document shall be submitted that shall include an end-to-end system test and cover both hardware and software functions.
- (h) The OPT document shall define minor, major, and critical failures and the impacts of each on the OPT including test restarts, allowable downtime and process to address failures

E8.7 As-built Documentation

(a) The Successful Proponent shall provide sufficient documentation to reflect "as supplied" conditions and to facilitate operation, maintenance, modification and expansion of the

- equipment or any of its individual components to the satisfaction of the York Region or its representative.
- (b) The SDS shall be updated to include the as-built conditions.
- (c) The as-built documentation shall be provided three (3) weeks after the System Acceptance Test (SAT), and updated documentation will be required at any time the Successful Proponent provides software or hardware upgrades.

E8.8 Operation and Maintenance Documentation

- (a) The operation and maintenance documentation will be comprised of the operation and maintenance (O&M) manuals, user manuals and system administration manuals.
- (b) The O&M documentation shall be submitted to the City or its representative prior to OPT testing. The Successful Proponent shall deliver fifteen (15) complete sets of O&M manuals, five (5) of which shall be the original unless specified differently.

E9. MANUALS

- E9.1 All manuals should be written in Canadian English and in a format that is appropriate for the skill level of the user.
- E9.2 The manuals shall be complete, accurate, up-to-date, and shall contain only that information that pertains to the system installed.
- E9.3 Manuals should be bound in a way that allows the manual to stay open when in use. Unless the manual is very short (e.g. less than 4 pages) a table of contents and index should be included.
- E9.4 The paper used shall be of good quality and adequate thickness for frequent handling.
- E9.5 Documentation shall require re-issues if any change or modification is made to the equipment proposed to be supplied. The Successful Proponent may re-issue individual sheets or portions of the documentation that are affected by the change or modification. Each re-issue or revision shall carry the same title as the original, with a change in version number and issue date. All manuals should include either revision date and/or revision number.
- E9.6 All pages of the documentation shall carry a title, version number and issue date, and shall contain a complete subject index. The Successful Proponent shall be responsible for fully coordinating and cross-referencing all interfaces and areas associated with interconnecting equipment and systems.
- E9.7 Manuals should be in a format that is easy for Winnipeg Transit to copy or re-print without restriction or license for distribution to all employees that need to know how to use or maintain equipment or software.
- E9.8 All pages in a manual should be numbered so that missing pages can be identified.
- E9.9 All measurements should be presented in metric (conversions to English units may be included).
- E9.10 The use of diagrams, pictures and photographs is encouraged where it clarifies the written instruction. Exploded view diagrams should be used to explain assemblies where appropriate.
- E9.11 The Successful Proponent authorizes the City to make copies of these manuals and distribute as required for the purpose of operating and maintaining the system.
- E9.12 User manuals should include the following:
- E9.12.1 A User Manual shall be provided for each software application or module. The user manual shall include screen captures and easy to follow instructions to assist the users through all of the tasks that they may need to complete. The user manual shall include and index.

- E9.12.2 As a minimum, the user manual shall include all information that is available through the context sensitive help. Fault procedures shall be described, as well as procedures for dealing with problems.
- E9.12.3 User manuals must include all necessary warnings and cautions to permit safe operation of the equipment or software.
- E9.12.4 A troubleshooting guide should be included in all manuals.
- E9.12.5 User manuals for the system should include instructions for operation of the system, including normal operating, diagnostic procedures, restart/recovery procedures, and other necessary procedures for operating the system.
- E9.12.6 A complete description of functions necessary for generating reports should be provided for the system.
- E9.12.7 Where appropriate the user manual should include a handy reference sheet for the user.
- E9.12.8 Consumable items should be identified.
- E9.13 Equipment manuals should include the following;
 - (a) The Successful Proponent shall provide two (2) software manuals for each type of unit provided (as applicable) unless specified otherwise. The manuals shall provide sufficient detailed installation and maintenance instructions to allow the City or its representative to properly and safely install, configure and commission the software supplied and to operate and maintain the system.
 - (b) The Successful Proponent shall also provide all details of integration with existing systems to the City or its representative.
- E9.14 Training manuals should include the following;
 - (a) Training manuals shall be provided for each training participant, in addition six (6) additional copies shall be provided. The manuals shall provide information on all of the topics covered during each of the training sessions and include exercises and screen captures.
 - (b) The Training manual shall include space for the users to take notes during the training sessions.
 - (c) The training manuals shall be provided at the initiation of each training session.
- E9.15 System administration manuals should include the following;
 - (a) A System Administration Manual shall be provided for each software application. The System Administration Manual shall outline all of the configuration parameters, details on how to configure the parameters, backup and recovery process, troubleshooting techniques and technical support information. Fault procedures shall be described, as well as procedures for dealing with problems.
- E9.16 O& M manuals should include the following;
 - (a) The O&M manuals shall be a detailed presentation and shall include illustrations where applicable and shall include, but shall not be limited to:
 - (i) General description,
 - (ii) Functional descriptions,
 - (iii) Operating instructions,
 - (iv) Test procedures.
 - (v) Each type of maintenance manual shall contain but not be limited to:
 - (vi) Installation procedures
 - (vii) Troubleshooting procedures

E9.17 Maintenance manuals should include the following:

- E9.17.1 The manuals should describe both preventative and corrective maintenance procedures. The frequency of preventative maintenance test procedures should be clearly described.
- E9.17.2 Diagnostic and built-in test procedures should be included for equipment and software. Procedures should indicate whether the item being tested is operating within normal parameters and if there are any critical or non-critical failures.
- E9.17.3 Troubleshooting guide should be included to assist maintenance technicians in determining the cause and repair for the failure. Schematics, diagrams and part lists should be included.

E10. TESTING

- E10.1 The Successful Proponent shall submit a Test Plan outlining the proposed tests, the testing environment and key criteria for each test. The Test Plan shall also include a schedule of testing.
- E10.2 Winnipeg Transit shall be notified five (5) business days in advance of each test. Winnipeg Transit reserves the right to witness any or all of the tests.
- **E10.3** As a minimum, the following tests shall be completed by the Successful Proponent:

(a) Factory Acceptance Testing (FAT);

- Factory Acceptance Testing shall be performed to ensure that the supplied and developed components meet all functional and environmental requirements and specifications.
- (ii) Factory Acceptance Testing (FAT) shall be completed on the software to confirm that the required functionality can be delivered by the software before it leaves the factory environment. For commercial off-the-shelf products, the FAT may be replaced by stamped quality testing documents.
- (iii) The FAT on the software shall confirm, in a controlled environment, that the required functions are delivered. Each requirement listed in the specification shall be tested where possible; if it cannot be tested compliance shall be proven by corresponding written documentation or certificates. The central system software FAT may be completed with field devices or components running in simulation mode or with representative field samples.

(b) Subsystem Integration Testing (SIT)

(i) SIT shall be completed once all of the necessary software and hardware have been installed and the communications network tested. The purpose of the SIT is to confirm that the Scheduling System is tested with the other subsystems (CAD/AVL, IVR/Web) that it will interface with.

(c) System Acceptance Testing (SAT)

- (i) The SAT is the final test to be completed and can only be initiated once all of the system elements have been installed and configured and all FAT and SIT tests have been successfully completed. The SAT looks at the entire system and tests are completed to ensure that the overall functional requirements are met, The SAT is typically done from the central system software out to each of the devices and is also known as an end-to-end test.
- (ii) Each requirement listed in the specification shall be tested or in case it may not be feasible to test certain functions in the operational environment – evidence for correct function to be provided.

(d) Operability Performance Test (OPT)

(i) The OPT is a thirty (30) day performance test that is initiated once the SAT has been completed and operation has commenced. Through the OPT, the system is tested under full operations to ensure that the performance requirements are met and to measure the system reliability and availability. System failures will result in the restart of the OPT.

E11. SERVICE

- E11.1 During the warranty period the Successful Proponent will replace all defective parts, will make corrections to the software to fix any identified errors and will provide software upgrades that are issued to other customers free of charge.
- E11.2 The Proponent will describe the support available (phone, email, on-site) for different categories of failure as described in Section D16.5, including examples of failures in the category, what sort of support will be provided and how quickly it will be provided.
- E11.3 Categories of failure will include:
 - (a) Mission critical unable to use system, data lost or severely compromised
 - (b) Urgent ability to use system severely compromised, possible loss of data
 - (c) Serious scheduling system is working intermittently but able to continue business with manual workarounds, potential for loss of data
 - (d) Minor system is working adequately, no data lost
- E11.4 The description should include how software updates are issued, how different levels of downtime severity are handled, whether software upgrades are included, how frequently updates are issued, what level of support is available such as phone, email and on-site, and the availability of a "user" information site such as a web-based FAQ or forum.
- E11.5 The discussion of service of equipment should include repair of equipment, the options for repair, replacement or re-conditioned parts, the availability of components for pieces of equipment rather than replacing whole assemblies, the turnaround time for repairs, what level of support is available such as phone, email and on-site, and the availability of a "user" information site such as a web-based FAQ or forum.
- E11.6 The City would strongly prefer a Canadian-based service centre. The Proponent should state where their service centre is located and if it is not in Canada what provisions will be made to reduce the complications of shipping to another country.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
 - (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: http://www.backcheck.net/; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: http://www.commissionaires.mb.ca/ .
- F1.2 The original Criminal Record Search Certificate (Form P–253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
 - (a) Provide the original Criminal Record Search Certificate (Form P–253) to the Contract Administrator.
- F1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.