



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 679-2019**

**REQUEST FOR PROPOSAL FOR IMPLEMENTATION AND SUPPORT OF A  
RECORDS MANAGEMENT SYSTEM AND A SCHEDULING AND TIME CARD  
SYSTEM FOR THE WINNIPEG FIRE PARAMEDIC SERVICE**

**{Only for prequalified Proponents under the City of Winnipeg  
“Request for Qualification for Provision, Implementation and Support for a Records Management System for  
the Winnipeg Fire Paramedic Service” Bid Opportunity No. 943-2017, and/or  
“Request for Qualification for Provision, Implementation and Support for a Staff Scheduling (roster) SYSTEM  
for the Winnipeg Fire Paramedic Service” Bid Opportunity No. 1080-2017}**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR IMPLEMENTATION AND SUPPORT OF A RECORDS MANAGEMENT SYSTEM AND A SCHEDULING AND TIME CARD SYSTEM FOR THE WINNIPEG FIRE PARAMEDIC SERVICE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 23, 2019.

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 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.

B3.4 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.

B3.5 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.

B3.6 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 Request for Proposal 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.
- B5.3 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/matmg/bidopp.asp>
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

## **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 B24.
- 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.
- B7.2 The Proposal should also consist of the following components:
- (a) Form N: Non-Mandatory in accordance with B10 (Section C);
  - (b) Experience of Proponent and Subcontractors in accordance with B11 (Section D);
  - (c) Experience of Key Personnel Assigned to the Project in accordance with B12 (Section E);
  - (d) Project Implementation and Methodology in accordance with B13 (Section F);
  - (e) Project Schedule in accordance with B14 (Section G); and
  - (f) Value Added and Innovative Services in accordance with B15 (Section H).
- 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.
- B7.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and eight (8) 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 B24.1(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 12 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 Notwithstanding C10.1.3, 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: NON-MANDATORY REQUIREMENTS (SECTION C)**

- B10.1 Proponent should complete Form N: Non-Mandatory Requirements for the proposed software solutions and making all required entries on:
- (a) Form N: RMS Requirements; and/or
  - (b) Form N: Scheduling and Time Card Requirements

**B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION D)**

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management and contract administration services on up to three 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 contractor;
  - (c) variation in project's original contracted cost and final cost;
  - (d) variation in anticipated Project schedule and actual project delivery schedule;
  - (e) project owner;
  - (f) reference information (one current name with telephone number per project).
- 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 E)**

- B12.1 Describe your approach to overall team formation and coordination of team members.
- 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 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 B10, 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 (one current name with telephone number per project).

### **B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)**

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.

- (a) details of the Proponent's proposed project management approach for the Project, including:
  - (i) proposed Project team organization chart;
  - (ii) the Project management methodology that would be adopted, which should align with City's Project Delivery Framework  
[https://winnipeg.ca/infrastructure/pdfs/manuals/PMM\\_Main\\_Body\\_V4-0.pdf](https://winnipeg.ca/infrastructure/pdfs/manuals/PMM_Main_Body_V4-0.pdf)
  - (iii) proposed Project delivery timescale and scope;
  - (iv) proposed Project phasing or sequencing;
  - (v) proposed resource effort (hours) per Project phase;
  - (vi) proposed quality management model for the Project, and
  - (vii) anticipated Project support effort (total hours) required by the department.
- (b) details of the Proponent's proposed approach to Organizational Change Management (OCM) aspects of the Project, including
  - (i) proposed training strategy for users and IT support staff;
  - (ii) proposed Project communication activities, and
  - (iii) proposed change and Resistance Management methods to increase User Adoption.
- (c) a description of the collaborative process/method with City staff that would be used by the Key Personnel outlined in B12.1.1, during the proposed phases of the Project.

### **B14. PROJECT SCHEDULE (SECTION G)**

B14.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B14.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

### **B15. VALUE ADDED AND INNOVATIVE SERVICES (SECTION H)**

B15.1 The Proponent should submit information in sufficient detail for the City to evaluate the Proponent's ability to offer additional Value-Added or Innovative Services for the City by providing:

- (a) for Value-Added Services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business benefits;
- (b) for Innovative Services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business capabilities;
- (c) brief details of other Proponent software products that integrate with the Proponent's proposed software tool, if available.

## **B16. DISCLOSURE**

B16.1 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.

B16.2 The Persons are:

- (a) ICO Technologies
- (b) CSDC Technologies
- (c) Intellitime Systems Communication
- (d) Orion Communications Inc

## **B17. CONFLICT OF INTEREST AND GOOD FAITH**

B17.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B17.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B17.3 In connection with its Proposal, each entity identified in B17.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B17.4 Without limiting B17.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such

policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B17.5 Without limiting B17.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B17.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **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.
  - (d) utilize only prequalified Proponents under the City of Winnipeg
    - (i) "Request for Qualification for Provision, Implementation and Support for a Records Management System for the Winnipeg Fire Paramedic Service Bid Opportunity No. 943-2017", **and/or**
    - (ii) "Request for Qualification for Provision, Implementation and support for a staff scheduling (roster) SYSTEM for the Winnipeg Fire Paramedic Service Bid Opportunity No. 1080-2017"
- 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- 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);

- (d) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART F - .

B18.4 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.

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 and their address(es) 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 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B19.4 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.

## **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 until a Contract for the Work has been duly executed and the contract 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.

## **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 C21.6, 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 12 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 12 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 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios.

## **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, 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. EVALUATION OF PROPOSALS**

B24.1 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 and the Subcontractors, if any, pursuant to B18: (pass/fail)
- (c) Total Bid Price; 40%
- (d) Form N: Non-mandatory Requirements (Section C) 25%
- (e) Experience of Proponent and Subcontractor; (Section D) 10%
- (f) Experience of Key Personnel Assigned to the Project; (Section E) 5%
- (g) Project Understanding and Methodology (Section F) 10%
- (h) Project Schedule. (Section G) 5%
- (i) Value Added and Innovative Services (Section H) 5%

B24.2 Further to B24.1(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.

- B24.3 Further to B24.1(b), 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 qualified.
- B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B24.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B24.6 Further to B24.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B24.7 Further to B24.1(d), Form N: Non-Mandatory Requirements will be evaluated considering the information requested and submitted in accordance with B10.
- B24.8 Further to B24.1(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, in accordance with B11.
- B24.9 Further to B24.1(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, in accordance with B12.
- B24.10 Further to B24.1(g), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B24.11 Further to B24.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B24.12 Further to B24.1(i), Value Added and Innovative Services will be evaluated considering the information requested and submitted in accordance with B15.
- B24.13 Notwithstanding B24.1(d) to B24.1(i), where Proponents fail to provide a response to B7.2(a) to B7.2(f) the score of zero may be assigned to the incomplete part of the response.
- B24.14 This Contract may be awarded on the basis of:
- (a) Alternative 1 to be awarded as a whole or by item; or
  - (b) Alternative 2.
- as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.
- B24.14.1 Notwithstanding B7.1, the Proponent may, but is not required to, bid on
- (a) both alternatives, or
  - (b) any one or more of the items in Alternative 1.
- B24.14.2 Notwithstanding B25.7, the City shall not be obligated to award any section to the responsible Proponent submitting the most advantageous offer for that section and shall have the right to choose the alternative which is in its best interests. If the Proponent has not bid on both alternatives or on all sections in Alternative 2, he/she shall have no claim against the City if his/her partial offer is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he/she has not bid.

B24.15 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B22.

**B25. AWARD OF CONTRACT**

B25.5 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B25.6 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 qualified, and the Proposals are determined to be responsive.

B25.6.1 Without limiting the generality of B25.6, 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.

B25.7 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B25.7.1 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.

B25.8 Notwithstanding C4, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

B25.9 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Combined Provision of Goods and Services (2019-01-15)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 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 the Combined Provision of Goods and Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. BACKGROUND

- D2.5 The City of Winnipeg Fire and Paramedic Service (WFPS) is a combined Fire EMS service provider. The approximately 1,400 members of the WFPS – represented by five unions – provide fire and rescue services as well as medical response by the Winnipeg Fire Department Branch, and emergency medical services (EMS) by the Winnipeg Emergency Medical Services Branch under a service purchase agreement with the Shared Health (SH). The WFPS also provides inter-facility transport coordination as part of the agreement with the health authority.
- D2.6 The Fire Prevention Branch is charged with the protection of lives and property through the enforcement of 390 legislations and regulations pertaining to fire protection and life safety within buildings both public and private. There were 15,458 fire prevention inspections of property conducted in 2016.
- D2.7 The WFPS has two communications centres. The primary centre receives transferred 9-1-1 calls, and performs call handling and dispatch services for both fire and EMS calls, as well as managing non-urgent calls received on a direct-dial basis from the public. It also acts as the backup to the second communications centre which performs inter-facility transport (IFT) coordination.
- D2.8 In 2015 telephone call volume was 136,343 9-1-1 and non-emergent EMS and fire calls and 99,124 inter-facility transport calls. There were 125,188 fires, EMS, and inter-facility transport incidents entered into the CAD system. All incidents are created in a CAD system then transferred to the RMS for reference. Incidents are responded to by seventy-four fire apparatus and 58 EMS resources situated in 31 fire and paramedic stations across the City.
- D2.9 Data on 911 calls, the responding WFPS service provided, investigations and fire prevention inspections are available to appropriate WFPS staff real time through a web portal. The operations branch continuously accesses these records to manage and monitor fire investigation and equipment reports. Administrators access this data to follow-up on specific incidents or to look at fire and paramedic incident trends. Detailed EMS reports are stored in a separate EPCR system. Information regarding fire responses and fire inspections are entered in the field or at stations by fire fighters through a web portal. Specific incidents are exported and reported to the Office of the Fire Commissioner will other incidents are set to a billing system. A business intelligence tool is used for aggregate reporting.
- D2.10 The Winnipeg Fire Paramedic Service needs to replace its custom-built computer aided dispatch and information management system provided by Lynx Graphics Ltd. By 2021 all 911 systems will also need to be compliant with the first elements of Next Generation 911 requirements. The Contractor and system risk associated with Lynx Graphics Ltd mean that the status quo is not a sustainable long-term solution, especially when NG911 compliance requirements are factored in.
- D2.11 The following is a more detailed description of the individual operating systems that compose the computer aided dispatch and information management system:
- (a) Computer Aided Dispatch systems are the foundation of all 911 call centres. They have two core functions call taking and dispatch. The location of incoming incident and the type is recorded. The location of resources is tracked on a map and appropriate resources are assigned to an incident. Tire 1 CAD systems are used in major cities and have been designed to optimize navigation of the software and minimize human error.

- (b) A records management system is used by most fire departments for long-term storage and retrieval of incidence information from the CAD. Follow-up reports on incidents are completed in the RMS and business analytic tools derive data from the RMS record set. It is also used for fire prevention efforts.
  - (c) A scheduling tool is needed to manage 24/7 shifts for fire and paramedic services. It needs to incorporate business rules such as the number of ACP paramedics needed on each shift with union and workplace health and safety guidelines. It also needs to help manage the ever changing rosters due to sick calls, training and vacation swaps. Lastly a scheduling tool ideally has a timesheet tool that helps minimize time sheet entry errors through integrated business rules. A good scheduling tool will save the department .5 FTE clerical staff and 10 hours a week of supervisor time.
  - (d) A station alerting system receives a message from the CAD and broadcasts the message on the radio and or at a station with crews who have been dispatched to the call. It is an essential component of emergency response management and needs to be very robust. New automatic text to speech features will eliminate any hesitation by the dispatch and provide consistency in dispatch instructions. Improved technology at the stations will better communication the type and location of calls. Both features have been proven to improve response times.
  - (e) The Automatic Vehicle Location system is a feature required in all emergency response apparatus. It can be communication by radio or cellular. Without these tracking systems, the communication centre would not know where resources are and could not dispatch the closest vehicles. An upgraded cellular based system would allow the traffic management centre to chance intersection signals ahead of a vehicle driving with lights and sirens.
  - (f) Interfacility patient transportations present a unique challenge to all paramedic services. A tool is required to help schedule these calls, optimize ambulance trips and to collect the required information to ensure a safe medical transportation service. There is software that interfaces with the CAD system to support requirement.
  - (g) Precepting and competency tracking: is a critical tool used by the paramedic and fire academy to manage, assess and track newly trained staff skill development, It is also used to monitor and track competency refresher training for all staff.
  - (h) Resource Deployment tool: A lot of valuable information exists within historic CAD data that influences dispatching rules. Dispatching rules are applied based on current conditions and dispatchers are frequently required to manually assess conditions and to apply the rules as best as possible. There are many factors to consider. A real-time analytics tool can be used to optimize resource deployment based on current conditions and known historic patterns. It can also be used to make recommendations to move the location of existing resources based on the behavior of other resources. The outcomes are better response times and resource use.
- D2.12 Funding for all these projects was received in 2019 and anticipate being implemented by mid year 2021.
- D2.13 The components of the RMS system are:
- (a) Storage and access to detailed incident information from the CAD system
  - (b) Field reporting post fire and fire prevention field report
  - (c) The application of business rules to manage and schedule fire prevention inspections
  - (d) Web-based query tool accessible from the field and from desktops
  - (e) An interface with Amanda to receive initial property information
  - (f) Fire Inspection reports exported to SCRIBE for invoicing
  - (g) An interface with PeopleSoft ERP system to access personal data
  - (h) Data available for local customized forms
  - (i) Fire investigation data exported to the Office of the Fire Commissioner
  - (j) FirstWatch interface with RMS to provide business intelligence

- D2.14 The components of the Scheduling system are:
- (a) Personnel – interface with departmental PeopleSoft ERP HR system
  - (b) Time Card – interface with departmental PeopleSoft ERP HR system
  - (c) A Leave Module that allows for entry and tracking of vacation leave
  - (d) Fire Roster interface with PeopleSoft ERP HR system
  - (e) EMS Roster interface with PeopleSoft ERP HR system
  - (f) Staff self-serve shift swapping
- D2.15 The current Record Management and Scheduling system information technology support is provided by a combination of City of Winnipeg staff and Contractor personnel.
- D2.16 The City intends to implement Hexagon CAD by Q1 2021. The RMS and Scheduling software must be ready to go-live concurrently.

### **D3. SCOPE OF WORK**

- D3.1 The Work to be done under the Contract shall consist of implementation and support of an RMS and Scheduling/Time Card software in conjunction with the computer aided dispatch and information management system replacement project. The implementation work should start from the date of award in accordance with implementation of Hexagon CAD software. Ongoing annual operating support including but not limited to License renewal, maintenance and updates, once the systems are in place with the option of ten (10) 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 anniversary of the start date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D3.2 The major RMS software components of the Work are as follows:
- (a) Provide the City with at least a software system that fulfils the requirements in E2;
  - (b) Create the relevant interfaces between the system and to a CAD and scheduling system;
  - (c) Provide assistance in the installation and configuration of relevant systems for integration;
  - (d) Provide testing of the systems and assist with user acceptance testing, detailing the testing plans and user acceptance plans;
  - (e) Provide training for both internal IT system support staff and users, detailing the scope of the training and the training methodology;
  - (f) Support Organizational Change Management activities for the project, which would be led by the City, detailing the type and scope of the support; and
  - (g) Provide ongoing support and maintenance with the option of ten (10) mutually agreed upon one (1) year extensions, detailing the types and levels of the support and estimated cost thereof.
- D3.3 The major Scheduling components of the Work are as follows:
- (a) Provide the City with a Scheduling and Time Card software system to achieve the objectives listed in E2;
  - (b) Create the relevant interfaces between the system and to a CAD, PeopleSoft and the RMS;
  - (c) Provide assistance in the installation and configuration of relevant systems listed for integration;

- (d) Provide testing of the systems and assist with user acceptance testing, detailing the testing plans and user acceptance plans;
- (e) Provide training for both internal IT system support staff and users, detailing the scope of the training and the training methodology;
- (f) Support Organizational Change Management activities for the project, which would be led by the City, detailing the type and scope of the support;
- (g) Provide ongoing support and maintenance with the option of ten (10) mutually agreed upon one (1) year extensions, detailing the types and levels of the support and estimated cost thereof;

D3.3 Notwithstanding D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2024.

D3.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

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

#### **D4. COOPERATIVE PURCHASE**

D4.5 The Contractor is advised that this is a cooperative purchase.

D4.6 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D4.7 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations, and estimated quantities.

D4.8 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D4.9 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D4.10 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
- (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D4.8 and D4.9 will apply.

- D4.11 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D4.12 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

## D5. DEFINITIONS

D5.5 When used in this Request for Qualification:

- (a) **“Agency”** means different a business group established to provide a particular service for example Stretcher Services, EMS, or Fire Suppression;
- (b) **“Computer Aided Dispatch System”** or **“CAD”** means a suite of software used to initiate and manage public safety calls for service and dispatch, and monitor the status of responding resources in the field; it also includes an inter-facility transport scheduling and tracking system;
- (c) **“EMS”** Emergency Medical Service
- (d) **“ERP”** Enterprise Resource Planning
- (e) **“Proponent”** means any Person or consortium of Persons submitting a Qualification Submission in response to this Request for Qualifications;
- (f) **“Records Management System”** means a suite of software, integrated with the CAD, that enables the electronic management of records for an organization throughout the records’ life cycle;
- (g) **“Staff Scheduling (Roster) System”** means employee scheduling software which automates the process of creating and maintaining a work schedule for firefighters, paramedics, communications operators and other staff members of the WFPS. This may include a function by which staff can bid on shifts or vacations. This system will also include interface(s) to other applications such as CAD and RMS;
- (h) **“User”** means primarily WFPS staff;
- (i) **“WFPS”** means the Winnipeg Fire Paramedic Service, an operational division of the City responsible for providing fire suppression, emergency medical services and emergency response activities;

## D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Linda Hathout  
Program Manager Fire Paramedic Service  
Telephone No. 204 391-5434  
Email Address: lhathout@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 **Proposal Submissions must be submitted to the address in B7.**

## D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.5 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.

- D7.6 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D7.7 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.
- D7.8 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

## **D8. NOTICES**

- D8.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

## **SUBMISSIONS**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

- D9.5 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D10. SAFE WORK PLAN**

- D10.5 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D10.6 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D11. INSURANCE**

- D11.1 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 added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, employer's liability, 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;
  - (c) professional errors and commissions liability insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. Such policy shall provide for a twelve (12) month reporting period or remain in force twelve (12) months after Total Performance.

- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.
- D11.4 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.
- D11.5 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.
- D11.6 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**

### **D12. COMMENCEMENT**

- D12.5 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.
- D12.6 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D9;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) the Safe Work Plan specified in D10;
    - (iv) evidence of the insurance specified in D11;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D13. DELIVERY**

- D13.5 The system shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- D13.6 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D13.7 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D13.8 The Contractor shall off-load goods as directed at the delivery location.

### **D14. ORDERS**

- D14.5 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **D15. RECORDS**

- D15.5 The Contractor shall keep detailed records of the services supplied under the Contract.
- D15.6 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) service date(s); and

(d) description and quantity of services provided.

D15.7 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

### D16. INVOICES

D16.1 Further to C10, the Contractor shall submit an invoice for each portion of Work performed to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D16.2 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.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16.4 **Proposal Submissions must not be submitted to the above facsimile number. Proposals must be submitted in accordance with B7.**

### D17. PAYMENT

D17.5 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.6 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## WARRANTY

### D18. WARRANTY

D18.5 Warranty is as stated in C11.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS

- E1.1 The Specifications listed in Form N: Non Mandatory Requirements and Part E shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

#### E2. ITEM NO 1 - RECORDS MANAGEMENT SYSTEM

- E2.1 The Contractor shall provide a software and service in accordance with the Mandatory requirements hereinafter specified as per Form\_N\_RMS\_Requirements.
- E2.2 General Requirements
- (a) The system shall comply with all requirements of the Manitoba Freedom of Information and Protection of Privacy Act (FIPPA) , Personal Health Information Act (PHIA)
  - (b) The system shall be fully compliant with all coding and reporting requirements as defined by the [Manitoba Fire Commissioner \(OFC\)](http://www.firecomm.gov.mb.ca/investigations_reporting.html) ([http://www.firecomm.gov.mb.ca/investigations\\_reporting.html](http://www.firecomm.gov.mb.ca/investigations_reporting.html)). These requirements must be complied with at the outset of the implementation and maintained as long as the system is in use in WFPS. The system shall be capable of electronic reporting of incident information to the Fire Commissioner's Office. The system shall support the automated export of information based on triggers which are to be defined by the system administrator
  - (c) The system shall support the automated import of data from a variety of different interfaces and/or applications.
  - (d) The system shall allow a user to begin a report on one workstation and then, should they need to stop for any reason, resume the report from another workstation at a later date/time.
  - (e) The system shall include (at a minimum) a method for capturing:
    - (i) Unit (Fire and EMS)
    - (ii) Activity Tracking
    - (iii) Incidents
    - (iv) Properties
    - (v) Inspections
    - (vi) Permits
    - (vii) Complaints
    - (viii) Investigations
  - (f) The system shall be capable of operating on a variety of hardware platforms including but not limited to:
    - (i) Desktop computer
    - (ii) Laptop computer
    - (iii) Tablet computer
  - (g) Access to each data model or module shall be controlled by security which is configurable by the system administrator
  - (h) The system administrator shall be able to create security groups and assign tables to that security group. Designated users shall be allowed the security to add, modify records as appropriate
  - (i) The system administrator shall be able to add users to each security group as required

### E2.3 Record of Incident

- (a) The system shall be capable of automatically receiving basic incident information from a separate CAD system via an interface
- (b) The basic CAD information shall be consumed by the RMS and automatically create an incident record using (at a minimum) the following information:
  - (i) Incident address
  - (ii) Building name
  - (iii) Initial incident type
  - (iv) Initial alarm level
  - (v) Initial priority
  - (vi) Final incident type
  - (vii) Final alarm level
  - (viii) Final priority
  - (ix) Responding units
  - (x) Incident Attendees (all personnel on scene)
  - (xi) Dispatcher notes
  - (xii) Caller information (name, phone number, address)
  - (xiii) Call source
  - (xiv) First-In Zone
  - (xv) TAC Channel
  - (xvi) Event Number
  - (xvii) Incident Benchmarks
  - (xviii) Flight ID / Patient ID
  - (xix) Pick up Location
  - (xx) Drop off Location
  - (xxi) Patient Origin (City picklist)
- (c) The system shall automatically link any incident with any existing property record at the same location.

### E2.4 Property Inspection

- (a) The inspector shall be capable of marking an inspection as 'failed' or 'unsuccessful' non-compliant which will automatically generate a re-inspection. Re-inspection records should be linked to the initial inspection.
- (b) The inspector shall be able to record inspection information from a remote location. i.e. via Web App or other app specifically designed to be access via tablet or smart phone. Shall have real-time entry into the RMS database.
- (c) Ability to generate an inspection report that notes all violations and attach it to an email to send to the owner. Program shall be able to generate an inspection report to provide to the owner.
- (d) Have a function in the program that provides checklists of Fire Code regulations pertaining to particular occupancy [classes](http://www.firecomm.gov.mb.ca/support_inspections.html). (http://www.firecomm.gov.mb.ca/support\_inspections.html) Each occupancy class has a checklist of common codes pertaining to that type of occupancy. (i.e. Warehouse occupancy would have a checklist that included Part 3 of the Fire Code pertaining to indoor and outdoor storage.)
- (e) Ability to view activity and inspection history for all past inspections. Show all previous inspections and inspection results.
- (f) The basic property data shall be consumed by the RMS and automatically create a property record using (at a minimum) the following information:
  - (i) Property address

- (ii) Property name
  - (iii) Property class
  - (iv) Property linkages (i.e. when a Starbucks is inside of a grocery store)
  - (v) Property references (contacts)
  - (vi) Associated business licenses
- (g) The system shall allow for the tracking of complaints against a property. Complaints may be generated by an individual, an internal user or an external agency and attached to an address. Users shall be able to generate an Inspection from a complaint. This would include tracking of multiple re-inspections as required. Complaints shall be assigned a status which is pre-defined by the system administrator.

## E2.5 Interface

- (a) The RMS system shall be capable of maintaining a 2-way near time interface with the Hexagon CAD system.
- (b) The interface shall allow for automatic importing/exporting of data based upon pre-defined business rules.
- (c) Incoming data from the CAD system shall include (but not be limited to):
  - (i) Incident address
  - (ii) Building name
  - (iii) Initial incident type
  - (iv) Responding units
  - (v) Unit status information
  - (vi) Incident Attendees
  - (vii) Dispatcher notes
  - (viii) Caller information (name, phone number, address)
  - (ix) Call source
  - (x) First-In Zone
  - (xi) TAC Channel
  - (xii) Event Number
  - (xiii) Incident Benchmarks
- (d) It shall be possible to interface with the proprietary First Watch - a business intelligence tool. This application will sync the RMS data with the First Watch application.

## E2.6 Technical

- (a) The RMS shall operate on a standard industry-recognized operating system. Examples of this would be Windows platform.
- (b) The RMS database shall be a standard industry-based relational database. Examples of this would be Oracle, MSSQL. The preferred DB is MSSQL.
- (c) The Contractor shall allow for annual upgrades of OS and DB.
- (d) System backups shall not negatively impact system performance.
- (e) The Contractor shall provide the database schema, with annual updates.
- (f) The Contractor shall provide the database dictionary.
- (g) The Contractor shall provide detailed system administration documentation.
- (h) The Contractor shall provide system administration training.
- (i) The Contractor shall provide functional documentation.
- (j) The Contractor shall provide functional test plans and test scripts.
- (k) The Contractor shall provide a system architecture diagram.

- (l) The RMS shall provide the ability for on line/hot backups of the database without impairing system operation.
- (m) The RMS shall have the ability to fail over to another server/system.
- (n) The system shall support current industry standard infrastructure formats.
- (o) The system shall be capable of operating in a Virtual Machine environment. Virtual Machine environment includes database servers, interface or application servers and dispatch workstations.

#### E2.7 Corporate

- (a) The system shall comply with all requirements of the Manitoba Freedom of Information and Protection of Privacy Act (FIPPA) , Personal Health Information Act (PHIA).
- (b) The Contractor shall support/work with standard vendors for various interfaces including CAD and PeopleSoft solutions.
- (c) The Contractor shall offer annual maintenance packages.
- (d) The Contractor shall provide a warranty for the product/solution.
- (e) The Contractor shall be able to provide a process for system upgrades.
- (f) The Contractor shall provide software configuration training to identified super users.
- (g) The Contractor shall provide 7/24/365 support. The Contractor shall provide an agreed service level agreement. The Contractor shall provide a response within a certain time frame to calls for assistance. The response time shall be based on the priority of the request. The Contractor shall provide first, second and third level support.

### E3. ITEM NO 2 - SCHEDULING AND TIME CARD

E3.1 The Contractor shall provide a software and service in accordance with the Mandatory requirements hereinafter specified as per Form\_N\_Scheduling\_and\_Time\_Card\_Requirements.

#### E3.2 General Requirements

- (a) Staffing system shall track staffing for all sections (areas) of the WFPS.
- (b) Staffing system shall allow for tracking of different categories of employees Example, Fire, EMS, Dispatch, support staff, hourly vs salary, part-time, full-time, on-call rotation (w/guaranteed # of hours).
- (c) Staffing system shall allow for independent scheduling and tracking of different union contract rules and non-union rules. Each section has separate staffing protocols.
- (d) Shall maintain compliance with federal and provincial labour laws, collective bargaining agreements, and other organization policies ensuring compliance.
- (e) System shall have an undo feature so that users are able to undo any changes they have made. This would be similar to the undo function found in other business applications such as Windows or Excel. If a change is made to a staff member schedule in error then the user shall be able to undo the change. There shall be no time limit on when a change can be made to a staff schedule by an administrator.
- (f) Shall be able to define different shift patterns within an organization or department. Example office staff work Mon – Fri, Operational staff work 4 on 4 off (2 X 10 hour day shifts, 2 X14 hour night shifts).
- (g) Shall be able to define reoccurring shift schedules with a tool similar to the Outlook reoccurring appointment tool.
- (h) Create a part-time shift pattern with a rotational cycle to be defined by the system administrator.
- (i) Shall be able to define multiple rotational cycles based on pre-defined criteria.

- (j) The system shall allow the City to create and edit business rules to govern all scheduling and leave issues applicable to full and part-time personnel and civilian personnel in multiple collective bargaining contracts.
- (k) The system shall allow user-defined and editable business rules to govern leave policies, set schedules, set staffing levels, fill vacancies, handle off-duty work schedules, call out for specialty units, and other types of circumstances that might affect staffing and scheduling.
- (l) It shall be possible to define payroll codes to be used in tracking attendance in the daily schedule.

### E3.3 Personnel

- (a) The system shall be capable of automatically receiving basic personnel data from an external database such as a staffing solution.
- (b) The system shall be able to record or link to employee skill sets or credentials to use for scheduling. For example only Hazardous Material trained staff can be scheduled on a Hazmat unit.

### E3.4 Scheduling

- (a) It shall be possible to assign payroll (status) codes and associate them to each shift personnel work. Be able to associate codes such as:
  - (i) regular time
  - (ii) overtime pay
  - (iii) overtime banked
  - (iv) WCB
  - (v) Sick paid by union
- (b) Shall be able to define a minimum staffing level for each hall and area.
- (c) Shall be able to define a minimum staffing level for each hall and each shift and area separately, Each hall could have a different minimum staffing level for each shift based on operational needs.
- (d) Shall be able to define a minimum staffing level for each hall for time of day (day shift vs. night shift) and each type of unit. Each hall could have a different minimum staffing level for each shift based on time of day (day/night). This also needs to take into consideration qualifications.
- (e) Shall be able to define a minimum staffing level for each District Chief Area which shall correspond (incorporate) the minimum staffing level for each hall and time of day).
- (f) Shall alert user when staffing levels fall below requirements ensuring proper coverage is maintained
- (g) Alerts shall be available to notify schedulers of shortages in specialties and rank.
- (h) Shall be able to record employee vacation time in the schedule in advance.

### E3.5 Education

- (a) The system shall be capable of tracking public education events.
- (b) When a user participates in a training session, data shall be record.

### E3.6 Reporting and Notifications

- (a) System shall maintain a complete audit trail of all interactions/notifications with personnel for historical audits.

### E3.7 Technical

- (a) The system shall communicate in an IP network.
- (b) Shall be capable of operating in a Windows Server 2008 r2 or higher environment.

- (c) System backups shall not negatively impact system performance. System backups must not negatively impact system performance. The Contractor shall propose the best practices for archiving data from the primary database.
- (d) The Contractor shall provide the database schema, with annual updates.
- (e) The Contractor shall provide detailed system administration documentation.
- (f) The Contractor shall provide system administration training.
- (g) The Contractor shall provide functional documentation.
- (h) The Contractor shall provide functional test plans and test scripts.
- (i) The Contractor shall provide a system architecture diagram.
- (j) The system shall provide the ability for on line/hot backups of the database without impairing system operation.
- (k) The system shall have the ability to fail over to another server/system.
- (l) The system shall support current industry standard infrastructure formats.
- (m) The system shall be capable of operating in a Virtual Machine environment.
- (n) The system shall require a user name and password for each authorized user. User names shall be definable by the system administrator.
- (o) The system shall allow multiple levels of security access from end-user to agency supervisor/administrator.
- (p) It shall be possible for the system administrator to define what the security levels are and (if necessary) create custom security groups.
- (q) Business rules shall be able to be either shared or not shared as appropriate.
- (r) The system administrator shall be able to define the format for user passwords.
- (s) The system administrator shall be able to define whether passwords expire on a scheduled basis or not.
- (t) If passwords are set to expire, a system warning shall be presented to the user.
- (u) Any system warning about password expiry shall be configurable as to content and how far in advance it will be presented to the user.
- (v) The system shall allow temporary duty assignments for administrators allowing modifications to security on a temporary basis. Example is when a supervisor goes on leave and the person filling in will assume their responsibilities in while they are away.
- (w) It shall be possible to assign individuals a higher security access for a specific time period.
- (x) System shall enable the system administrator to designate under appropriate security authorization, application administrators and sub administrators to enable assignments and approve schedules and exceptions.
- (y) The system shall maintain a complete audit trail for all transactions performed in the system. At a minimum, the audit trail shall include data/time stamp, action taken, changes made, user id.
- (z) It shall be possible for the system administrator to select the tables or columns to be applied to the audit trail. This will allow the system administrator to manage database performance and limitations as required.
- (aa) It shall be possible to use Active Directory log on so that a single sign on profile can be used. Non-AD users shall be able to access via other sign on methodologies.
- (bb) It shall be possible to run scheduled back up of the database based on pre-defined practices.
- (cc) The system shall be architected to work in a high availability environment. In the event of failure of all or part of the system (hardware or software), the system shall be able to fail over to backup infrastructure (same site or off-site location) in a minimal amount of time without any loss of data.

- (dd) The system is expected to be available 7x24x365.
- (ee) Recoverability - If for any reason there is a need to restore the system to a backup copy of the database, then the system shall operate without error based on the data as of the time of the backup.
- (ff) The system shall be able to interface with Hexagon CAD to provide real time roster information

#### E3.8 Corporate

- (a) The system shall comply with all requirements of the Manitoba Freedom of Information and Protection of Privacy Act (FIPPA) and Personal Health Information Act (PHIA).
- (b) The Contractor shall support/work with standard vendors for various interfaces including CAD and PeopleSoft solutions.
- (c) The Contractor shall provide a warranty for the product/solution.
- (d) The Contractor shall be able to provide a process for system upgrades.
- (e) The Contractor shall provide software configuration training to identified super users.
- (f) The Contractor shall provide 7/24/365 support. The Contractor shall provide an agreed service level agreement. The Contractor shall provide a response within a certain time frame to calls for assistance. The response time shall be based on the priority of the request. The Contractor shall provide first, second and third level support.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F1.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:
- (a) A list of names (including maiden names), addresses, dates of birth, and telephone numbers and occupations of all immediate family members (including parents) and their spouses/common law. Include your spouse/common law boyfriends, girlfriends and their family members. This includes stepbrothers, stepsisters, half-brothers and half-sisters. This list should be typed in the following format:  

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
  - (b) A list of names, dates of birth, addresses and telephone numbers and occupations of at least four (4) of your closest friends. This list should be typed in the following format:  

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
  - (c) The name of the immediate supervisor title or position within their organization, and telephone number, mailing address and email address.
  - (d) A list of all past addresses.
  - (e) Photocopies to two valid pieces of identification:
    - (i) valid photo driver's license,
    - (ii) valid passport or,
    - (iii) birth certificate.
  - (f) A completed Form P-608: Security Clearance Check authorization form. Form P-608 must be signed and dated.
    - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.
- Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 245 Smith Street:
- (g) within five (5) Business Days of the Award of Contract; or
  - (h) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.4 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- F1.5 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.

(a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.

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 a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.

F1.7 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to: