



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 769-2019**

**PROVISION OF SOFTWARE TO AUTOMATE THE EXTRA DUTY (SPECIAL DUTY)  
STAFFING PROCESS**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Substitutes	2
B7. Proposal Submission	3
B8. Proposal	4
B9. Prices	4
B10. Experience of Proponent and Subcontractors (Section C)	5
B11. Experience of Key Personnel Assigned to the Project (Section D)	5
B12. Project Understanding and Methodology (Section E)	6
B13. Project Schedule (Section F)	6
B14. Business Requirements (Section G)	6
B15. Technical Requirements (Section H)	7
B16. Training and Support (Section I)	10
B17. Disclosure	11
B18. Conflict of Interest and Good Faith	11
B19. Qualification	12
B20. Opening of Proposals and Release of Information	13
B21. Irrevocable Offer	14
B22. Withdrawal of Offers	14
B23. Interviews	14
B24. Negotiations	14
B25. Evaluation of Proposals	15
B26. Award of Contract	16

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Services	1
D3. Background	1
D4. Scope of Services	1
D5. Cooperative Purchase	2
D6. Definitions	2
D7. Contract Administrator	3
D8. Information Management	3
D9. Records	5
D10. Notices	5

#### Submissions

D11. Authority to Carry on Business	5
D12. Safe Work Plan	5
D13. Insurance	6

#### Schedule of Work

D14. Commencement	6
-------------------	---

<b>Measurement and Payment</b>	
D15. Invoices	6
D16. Payment	7
D17. Payment Schedule	7
<b>Warranty</b>	
D18. Warranty	7
<b>PART E - SPECIFICATIONS</b>	
<b>General</b>	
E1. Applicable Specifications	1
E2. Services	1
E3. Business Requirements	1
E4. Training and Support	2
<b>PART F - SECURITY CLEARANCE</b>	
F1. Security Clearance	1

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF SOFTWARE TO AUTOMATE THE EXTRA DUTY (SPECIAL DUTY) STAFFING PROCESS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 25, 2020.

B2.2 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 D7.1.

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.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **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 MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX 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 10 of Form A: Bid/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 D7.

## **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 proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
  - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- 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 B25.
- 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: Bid/Proposal; and
  - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
  - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
  - (d) Project Schedule (Section F) in accordance with B13.
  - (e) Business Requirements (Section G) in accordance with B14;
  - (f) Technical Requirements (Section H) in accordance with B15;
  - (g) Training and Support (Section I) in accordance with B16.
- 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 Proposal format, including 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 proposed solution
- B7.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B25.1(a).

B7.8 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: Bid/Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Bid/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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/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;
- (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: Bid/Proposal should be entered 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. The lump sum Price shall include a detailed breakdown of all the included items of the proposed solution. For example:

- (a) Final purchase, deployment, subscription and support cost
  - (i) Cost must include detailed breakdown of items
- (b) Total cost of professional services
  - (i) Design & specification/requirements gathering and documentation
  - (ii) Installation of hardware (if applicable)
  - (iii) Testing and Go-Live
  - (iv) Project Management
  - (v) Travel Costs & Living Expenses

- (c) Total cost of software
  - (i) Licensing (including any third-party software licenses)
  - (ii) Hosting
  - (iii) Transaction fee
  - (iv) App's
- (d) Total cost of any related hardware
- (e) Cost of training for approximately 5 back-office users (configuration & administration) and end user training (if applicable).

B9.1.1 Notwithstanding C12.2.3, the price 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 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management of the project and contract administration services on up to three projects of similar complexity, scope and value.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) project's original contracted cost and final cost;
- (d) project owner;
- (e) reference information (one current name with telephone number per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B10.3 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.

## **B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 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 B11.1.1.

B11.3 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).

**B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B12.1 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.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D2. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.3 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the proposed Project budget;
  - (c) the City's Project methodology with respect to the information provided within this RFP; and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> and;
  - (d) any other issue that conveys your team's understanding of the Project requirements.
- B12.4 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

**B13. PROJECT SCHEDULE (SECTION F)**

- B13.1 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.
- B13.2 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.

**B14. BUSINESS REQUIREMENTS (SECTION G)**

- B14.1 The Proponents should describe how the solution proposed should:
- (a) be accessible via computers, laptops, tablets, and phones;
  - (b) allow external customers to enter basic event data to request a new paid duty booking over the internet;
  - (c) allow external customers to estimate costs for a paid duty booking;
  - (d) allow external customers to submit attachments / supporting documents relating to their duty such as permits, diagrams, extra instructions;
  - (e) notify external customers when the event has been staffed;
  - (f) allow external customers to be flagged for pre-payment based on prior contact / history;
  - (g) notify external customers which members they can expect at their duty including contact information;
  - (h) allow external customers to cancel a paid duty booking;
  - (i) be capable of charging an external customer if a booking is cancelled within 24 hours;

- (j) allow for an invoice to be transmitted to an external customer once the duty is complete;
- (k) allow external customer to pay via credit card over the Internet;
- (l) be able to accept credit card payments via Chase Paymentech payment gateway;
- (m) have both Administrator only functions and User functions;
- (n) have a dashboard function available to both Administrators and Users with information applicable to their functionality within the system;
- (o) send members an alert of a newly posted duty;
- (p) allow members to apply for duties from a remote location by phone/computer;
- (q) send members a reminder of upcoming assignments;
- (r) allow for members to request re-assignment prior to the duty with authority from an administrator;
- (s) alert members of an approaching deadline for the post event report;
- (t) require members to complete a post event report prior to submission to payroll;
- (u) be capable of sending members email and SMS notifications;
- (v) allow members to update their profile regularly;
- (w) allow members to change passwords regularly;
- (x) be able to generate appropriate call signs for members;
- (y) allow for the uploading of files for members to see regarding specific duties (maps/standard post instructions);
- (z) use a weighted, fair, transparent process for awarding duties;
- (aa) allow Administrators to manage all aspects of assignments including: Date, Time, Location, Skill-set required, and number of members/supervisors;
- (bb) audit all administrative actions within the system;
- (cc) allow administrators to over-ride assignment rules;
- (dd) allow administrators to send mass emails/SMS texts;
- (ee) allow administrators to assign multiple members/supervisors to a single duty;
- (ff) allow administrators the ability to re-work a post event report if it is not satisfactory;
- (gg) allow administrators to search the list of members based on individual factors (skill-set, hours worked, rank, etc.);
- (hh) allow administrators to force a member to update their profile;
- (ii) allow administrators to suspend member's privileges for varying time periods;
- (jj) alert administrators to unusual activity such as members dropping duties within 72 hours of an event, or failure of a member to submit a post event report within 5 days;
- (kk) allow for administrators to administer payment rates for officer ranks;
- (ll) allow for administrators to administer fees and tax rates;
- (mm) allow for tier-based administrator access;
- (nn) allow administrators to view members account activities (last log in);
- (oo) allow for the input of business rules around staffing restrictions;
- (pp) be able to prepare Special Duty payroll report to be entered into Financial system;

## **B15. TECHNICAL REQUIREMENTS (SECTION H)**

### **B15.1 Technical Architecture**

- B15.1.1** Describe the overall architecture of your proposed solution. Include any relevant models / diagrams and descriptions necessary to convey the following architectural perspectives of your solution (business, application, information and technology).
- (a) **Business architecture:** Describe how your solution is designed to meet the specific business functions and processes envisioned for the Winnipeg Police Service Application per section D3.
  - (b) **Data architecture:** Describe how information is organized, secured, and managed within your solution. Include a description of the key data entities relevant to the business scope of your solution and how these entities are managed over the long term of the solution. Include any references to data / information that is persisted and managed internal to your solution and/or linked to any external systems
    - (i) Data stored and transmitted within the solution shall be encrypted both at-rest and in-transit.
  - (c) **Application architecture:** Describe the discrete modules and components of your solution, and how they relate to the required functions of the solution. Include a description of the underlying technology platform (e.g. .Net, Java, etc.) and industry standards on which your solution is based. Within your description, include any and all third-party applications / components delivered within your core solution and/or external components on which your solution is dependent. Highlight any software components that will require the WPS to procure licenses from third-parties in order to operate your solution. Indicate all your supported browsers and/or platforms.
  - (d) **Technical architecture:** Describe the “typical” deployment configuration(s) and network topology used to host your solution, and your recommendation for the WPS in this proposal. Include all deployment nodes (application servers, database servers, end-user workstations, mobile devices, etc.) and the corresponding deployment unit(s) (applications, modules, components) installed on each. Include any relevant network components (firewalls, zones, etc.) and/or enterprise systems (Directory Server, Mail Server, etc.) as applicable.

**B15.2** System Management

- B15.2.1** Describe the system management activities and processes required to operate and maintain the vitality of your proposed solution over time.
- (a) **Access:** The solution should provide the ability to define and control user access to functions and datasets through combination of role-based and group-based authorization controls. Describe the features and capabilities used to control access (granted/denied) and user profile and session management.
  - (b) **Backup & Recovery:** The solution should include a recommended backup and recovery approach and processes. Describe the required activities required to maintain backups of both operational / business data and system configuration to ensure recovery of data in the event of a destructive system failure (affecting the data).
  - (c) **Upgrades:** Describe your upgrade process and indicate the level of impact to systems operations.
  - (d) **Reporting:** Describe how your product handles the following reporting requirements;
    - (i) View and export of reports generated on-screen
    - (ii) Use of portable mobile devices for monitoring and reporting
    - (iii) Report customization
    - (iv) Automated report scheduling
    - (v) Real time information monitoring dashboard
  - (e) **Data Archiving/Purging:** Provide a description of the following
    - (i) information archiving capabilities
    - (ii) information purging capabilities
    - (iii) default data retention period (minimum of five (5) years)

- (iv) procedures detailing the data archiving and purging processes.
- (f) Availability
  - (i) Describe the expected availability of your solution (expected 24X7 availability).
- (g) API
  - (i) Describe any out-of-box API that is available with your solution, including what API calls can be performed.

### B15.3 Performance

- B15.3.1 Describe the expected performance of your solution for common functional activities. Performance metrics shall be relative to normal operating conditions.
- (a) **Start-up Performance:** Provide typical metrics for user login and invoking any major functional of major application login, data form initiation. Describe performance expectations for application start-up and user login.
  - (b) **Standard Tasks Performance:** Describe performance expectations for common tasks.
  - (c) **Reporting Performance:** Describe performance expectations for standard report generation (standard, pre-defined reports).

### B15.4 Support and Warranty

- B15.4.1 Describe the support, warranty and maintenance services offered with your solution.
- (a) **Support and Maintenance Services Post-Implementation:** Describe the support and maintenance services post-implementation including Service Level Agreements (SLA), for both software and hardware components. Include delineation between tasks for which the WPS will be responsible vs. those that your support services will provide. Include any additional information regarding support that may be of interest to the WPS.
  - (b) **Business and/or Technical Support:** Describe the types of business and/or technical support typically offered to your customers. Include any limitations, restrictions, or constraints for accessing your support services.
  - (c) **Incident Management:** Describe your customer facing and internal processes for managing incidents, including issue classification and escalation approach.
  - (d) **Warranty:** Describe the hardware and installation warranty. Include delineation between tasks for which the WPS will be responsible vs. those that your warranty services will provide. Include any additional information regarding support that may be of interest to the WPS.

### B15.5 Usability

- B15.5.1 Describe how your solution is designed to be user-friendly and intuitive. Include a robust description of the global design features within the solution that assist and guide the user through an aesthetically appealing experience when performing routine tasks. The Proponent should address the following:
- (a) **Understandability:** The solution should demonstrate the following characteristics: Descriptions and demonstrations are available to solution users. Guides and context sensitive messages are displayed to solution users.
  - (b) **Learnability:** The solution should demonstrate the following characteristics: Functions can be absorbed quickly. Functions and flows within the solution are intuitive and require actions that are discreetly defined and apparent.
  - (c) **Operability:** The solution should demonstrate the following characteristics: There is consistency across functions and screens. Common data elements can be selected rather than entered. Colour coding and conditional formatting is used to indicate status/state of a system artifact or data element. Icons and images are used, where beneficial to the user experience. Data visualization techniques are applied, to

facilitate understanding of presented data. Navigation through the solution functions is clear and can be effectively done without a mouse when applicable. Self-explanatory messages that clearly indicate resolutions are present where appropriate. The ability to undo actions is provided where appropriate.

- (d) **Attractiveness:** The solution should demonstrate the following characteristics:  
Screen layouts are aesthetically pleasing. Styles, colors and fonts are used consistency throughout the application. The application has a modern look and feel when using solution functions.

#### B15.6 Scalability

**B15.6.1** Describe the capability of your solution to scale to accommodate increased user demands, peak load times, and other high-volume usage scenarios. Describe the capability of your solution to scale to accommodate future enhancements. Proposals should include the following information on the scalability of the solution:

- (a) What is the maximum number of concurrent users supported in the proposed solution?
- (b) Required lead time to scale, as required, to meet expected performance increases.
- (c) Is this scalability temporary or permanent?
- (d) What is date of the last performance benchmarking test? Attach any recent performance benchmarking reports to an appendix?
- (e) What other options exist to assist in addressing variable service demand by the public within a fixed annual service budget?

#### B15.7 Security

**B15.7.1** Describe how your solution meets the following security requirements:

- (a) Describe the authentication methods used to ensure there is no unauthorized access to the product.
- (b) Describe your approach to patch and vulnerability management.
- (c) Describe how customers are notified of any vulnerability in your product.
- (d) Describe how your product protects customer data such as authentication credentials.
- (e) Describe your security incident management process
- (f) Describe what options are available with your solution to protect/mitigate against ransomware attacks.
- (g) Data residency
  - (i) The host infrastructure, solution components, and solution data must reside entirely within Canada.

### **B16. TRAINING AND SUPPORT (SECTION I)**

**B16.1** The proponent should describe in detail about

- (a) Onboarding session to introduce the platform, subscription details, communication structure between the client and proponent, and provide a demonstration of how to program the application.
- (b) Onboarding online or in-person with two-way communication.
- (c) Platform troubleshooting resources available.

**B16.2** Describe the mode of support and response time to User inquiries/concerns and support for critical issues related to application performance;

## **B17. DISCLOSURE**

B17.1 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.

B17.2 The Persons are:

- (a) Hawkins Innovations;
- (b) eSolutionsGroup Limited.

## **B18. CONFLICT OF INTEREST AND GOOD FAITH**

B18.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B18.2 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.

B18.3 In connection with its Proposal, each entity identified in B18.2 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 Contract Administrator; 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.

B18.4 Without limiting B18.3, 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.

- B18.5 Without limiting B18.3, 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 B18.4 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.
- B18.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B19. QUALIFICATION**

- B19.1 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.
- B19.2 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://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B19.3 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 -
  - (e) 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.
- B19.4 Further to B19.3(b), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of the following:

- B19.4.1** That all information and materials acquired by the Proponent, or to which the Proponent may be given access, if successful under this Request for Proposal ("Confidential Information") shall be treated in accordance with D8 by providing:
- (a) confirmation that Confidential Information shall be maintained for the full term of the Contract at minimum, unless otherwise directed by the City in writing;
  - (b) a description of how the Proponent's proposed solution meets the requirements in D8, including:
    - (i) how the proposed solution meets the requirements for rapid repatriation of Confidential Information;
    - (ii) the data format of the Confidential Information once extracted from the proposed solution;
    - (iii) the proposed solution's ability to purge Confidential Information based on City-approved records retention and disposition schedules; and
    - (iv) how the Proponent would address official, time sensitive access to information requests.

- B19.4.2** That Confidential Information shall be stored, transported, and transmitted ("Sited") in a secure jurisdiction by providing:
- (a) written confirmation that Confidential Information shall not be Sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part; or
  - (b) written confirmation that the Confidential Information shall be Sited in a proposed alternative jurisdiction that will apply equivalent or greater protections to the Confidential Information, and that no duplicates or portions thereof shall be sited outside of said proposed alternative jurisdiction, in whole or in part, and shall provide full details of such proposed alternative, including:
    - (i) what Confidential Information will not be Sited in Canada;
    - (ii) under what circumstances the above Confidential Information will not be Sited in Canada; and
    - (iii) where the above Confidential Information will be Sited.

The City reserves the right to assess proposed alternative jurisdictions, and may in its sole discretion determine whether such proposed alternative jurisdictions provide equivalent or greater protections to the Confidential Information than Canada.

- B19.4.3** That the proposed solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing:
- (a) a certificate of compliance with ISO/IEC 27001 (or a functionally equivalent standard, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53) from an accredited certification body; or
  - (b) a written description of how the proposed solution complies with ISO/IEC 27001, 27002, 27017, and 27018 (or functionally equivalent standards, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53).

The City reserves the right to assess any proposed functional equivalents to the ISO/IEC standards, and may in its sole and absolute discretion determine whether such proposed functional equivalents provide a satisfactorily equivalent level of protection.

The City further reserves the right to assess any written descriptions of compliance with the ISO/IEC standards (or equivalents) to determine whether such written descriptions provide evidence of compliance that is satisfactory to the City, in its sole and absolute discretion.

## **B20. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B20.1** Proposals will not be opened publicly.



- B20.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B20.3 The Proponent is advised 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).
- B20.3.1 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.
- B20.4 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.

## **B21. IRREVOCABLE OFFER**

- B21.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B21.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

## **B22. WITHDRAWAL OF OFFERS**

- B22.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

## **B23. INTERVIEWS**

- B23.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B23.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios. Scenarios could include any of the Work outlined in D4. The City expects that the Proponent would be demonstrating a functional version of their proposed system.
- B23.3 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

## **B24. NEGOTIATIONS**

- B24.1 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.
- B24.2 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.
- B24.3 If, in the course of negotiations pursuant to B24.2, 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.

## **B25. EVALUATION OF PROPOSALS**

- B25.1 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 B19:                                 | (pass/fail) |
| (c) Total Bid Price; (Section B)   | 20%         |
| (d) Experience of Proponent and Subcontractor; (Section C)   | 5%          |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)   | 5%          |
| (f) Project Understanding and Methodology; (Section E)   | 5%          |
| (g) Project Schedule; (Section F)  | 5%          |
| (h) Business Requirements; (Section G)   | 40%         |
| (i) Technical Requirements; (Section H)  | 15%         |
| (j) Training and Support (Section I)   | 5%          |
- B25.2 Further to B25.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B25.3 Further to B25.1(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 qualified.
- B25.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B25.1(a) and B25.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B25.5 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.
- B25.6 Further to B25.1(c) where the Total Bid Price exceeds the estimate stated in D4.5, the City may determine that no award will be made in accordance with B26.2.1(a).
- B25.7 Further to B25.1(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.
- B25.7.1 Further to B25.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B25.8 Further to B25.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B25.9 Further to B25.1(d), 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 B10.
- B25.10 Further to B25.1(e), 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 B11.
- B25.11 Further to B25.1(f), 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 B12.

- B25.12 Further to B25.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B25.13 Further to B25.1(h), Business Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B25.14 Further to B25.1(i), Technical Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.
- B25.15 Further to B25.1(j), Training and Support will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B16.
- B25.16 Notwithstanding B25.1(d) to B25.1(j), where Proponents fail to provide a response to B7.2(a) to B7.2(g), the score of zero may be assigned to the incomplete part of the response.
- B25.17 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B23.
- B25.18 This Contract will be awarded as a whole.

## **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 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
    - (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 qualified Proponent submitting the most advantageous offer.
- B26.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B26.4 The City may, at its discretion, award the Contract in phases.
- B26.5 Further to B26.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B26.6 Notwithstanding C4, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B26.7 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 Supply of Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF SERVICES**

#### **D3. BACKGROUND**

D3.1 The Winnipeg Police Service (WPS) has approximately 300 officers who currently participate in the Special Duty Program.

D3.2 Currently, there is one (1) FTE who manages manual entry of new jobs, assignment, posting of instructions, confirmation of officers, post event follow-up, investigation of irregularities, and billing.

D3.3 The development/launch of software to automate all of these processes is meant to make the process more efficient, effective, and accurate.

#### **D4. SCOPE OF SERVICES**

D4.1 The Work to be done under the Contract shall consist of Provision of Software to Automate the Paid Duty (Special Duty) Staffing Process from the date of award until Dec 31, 2022, with the option of three(3) mutually agreed upon one (1) year extensions.

D4.2.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D4.2.2 Changes resulting from such negotiations shall become effective on the anniversary of the respective year after such agreement. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D4.3 The major components of the Work are as follows:

- (a) Onboarding and deployment
- (b) Subscription and support
- (c) Professional services
  - (i) Design & specification/requirements gathering and documentation
  - (ii) Installation of hardware (if applicable)
  - (iii) Testing and Go-Live
  - (iv) Project Management
- (d) Software
  - (i) Licensing (including any third-party software licenses)
  - (ii) Hosting
  - (iii) Transaction fee
  - (iv) App's
- (e) Any related hardware
- (f) Training for approximately 5 back-office users (configuration & administration) and end user training (if applicable).

- D4.3.1 Hosting-The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D4.3.1 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D4.3 Notwithstanding D4.1, 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, 2020.
- D4.4 Notwithstanding D4.1, 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.
- D4.5 The pre-bid estimate for this Contract is 60,000.00

#### **D5. COOPERATIVE PURCHASE**

- D5.1 The Contractor is advised that this is a cooperative purchase.
- D5.2 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.
- D5.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D5.4 If any location of the potential participant is more than ten (10) kilometers 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.
- D5.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D5.6 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 goods;
  - (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 D5.4 and D5.5 will apply.
- D5.7 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.
- D5.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

#### **D6. DEFINITIONS**

- D6.1 When used in this Request for Proposal:
- (a) **“Proponent”** means any Person or Persons submitting a Proposal for Services;

- (b) **“Usability”** means the capability of the software to be understood, learned, used, and be attractive to the user.

**D7. CONTRACT ADMINISTRATOR**

D7.1 The Contract Administrator is:

Inspector Dave Dalal

Telephone No. 204- 986-2841

Email Address.: ddalal@winnipeg.ca

D7.2 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.

**D8. INFORMATION MANAGEMENT**

D8.1 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act (“FIPPA”, the “Act”) imposes obligations on the City to collect, store, use, disclose, and destroy “personal information”, as that term is defined in FIPPA, (“Personal Information”) in the strictest of confidence and in accordance with that Act.

D8.2 For the purposes of D8, any reference to “Representatives” shall mean the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, and other representatives of the Contractor.

D8.3 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all information and materials (regardless of form or medium) acquired by it in the performance of this Contract, or to which it is given access during the course of the performance of the Contract, and any copies thereof (the “Confidential Information”). For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.

D8.4 With respect to Confidential Information provided by the City to the Contract, the Contractor shall be deemed an “information manager”, as that term is defined by section 44.1 of FIPPA, and any collection, storage, use, disclosure, or destruction of, or access to (collectively, “Use”), Personal Information by the Contractor or its Representatives shall be done pursuant to the Act.

D8.5 Further to D7, all Confidential Information is and shall remain the property of the City. Neither the Contractor nor its Representatives shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the City.

D8.6 Further to D7, while this Contract is in effect and at all times thereafter the Contractor shall:

- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
- (b) ensure that access to the Confidential Information is only provided or permitted on a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
- (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part and in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
- (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and

- (e) inform its Representatives of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements, if requested.
- D8.7 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information (in a form satisfactory to the City), and shall thereafter destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.
- D8.8 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
  - (b) the standards imposed on the Contractor by the City.
- D8.9 Upon becoming aware of any unauthorized Use of the Confidential Information (a "Confidentiality Breach"), the Contractor shall immediately notify the City in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the City of said steps in writing.
- D8.10 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the City with prompt notice thereof, deliver a copy of its proposed response to the City, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the City in the defense of the demand, if so requested by the City.
- D8.11 The Contractor and its Representatives shall comply with all directives issued by the City with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the City so that the City can verify that the Contractor has complied, and is complying, with its obligations hereunder.
- D8.12 If the Contractor is a reseller or distributor, or is otherwise supplying a third party's product as its proposed System, then the Contractor shall ensure that any such third-party product supplied by the Contractor under this Contract and any such third-party supplier are compliant with the requirements of this D8. Failure to do so may, at the City's sole and absolute discretion, be deemed an event of default pursuant to C17.
- D8.13 The Contractor should have a security information and event management (SIEM) service that logs and monitors all logical access to customer data.
- D8.14 The Contractor should enforce separation of duties to ensure that audit logs are protected against unauthorized modification and deletion.
- D8.15 The Contractor should undertake appropriate pre-employment vetting for all staff that has access to customer data.
- D8.16 The Contractor should perform on-going checks of integrity and conduct of employees during the period of employment.
- D8.17 When collecting personal information from an individual, there must be a privacy statement/notification included on the collection form worded as follows:
- (a) Your personal information is being collected in accordance with s.36(1)(b) of The Freedom of Information and Protection of Privacy Act. This information will be used to support the City of Winnipeg's Leisure Guide program provision, including program registration, emergency contact, program promotion and evaluation, compliance with contractual



obligations and to share with appropriate certifying bodies (where applicable) and will not be used or disclosed for any other purposes, except as authorized by law. If you have any questions about the collection of this information, contact the Corporate Access and Privacy Officer by mail to City Clerk's Department, Susan A. Thompson Building, 510 Main Street, Winnipeg MB, R3B 1B9, or by telephone at 311.

## **D9. RECORDS**

- D9.1 To satisfy City's recordkeeping requirements, the Proponent's solution shall either:
- (a) allow for records input into/created within it to be maintained within the system for a minimum of 10 years, and allow records to be permanently deleted once they are legally authorized for disposal; or
  - (b) allow for records to be exported out in a human-readable file format for management and retention by City.

## **D10. NOTICES**

- D10.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D10.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D10.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155

## **SUBMISSIONS**

### **D11. AUTHORITY TO CARRY ON BUSINESS**

- D11.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D12. SAFE WORK PLAN**

- D12.1 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.
- D12.2 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/matmgmt/safety/default.stm>

### **D13. INSURANCE**

- D13.1 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) Professional Liability/Technology Errors and Omissions insurance in the amount of at least \$250,000
- D13.2 Deductibles shall be borne by the Contractor.
- D13.3 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 C4.1 for the return of the executed Contract Documents, if applicable.
- D13.4 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.
- D13.5 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**

#### **D14. COMMENCEMENT**

- D14.1 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.
- D14.2 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 D11;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) the Safe Work Plan specified in D12;
    - (iv) evidence of the insurance specified in D13;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **MEASUREMENT AND PAYMENT**

#### **D15. INVOICES**

- D15.1 Further to C12, 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)
- D15.2 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.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D16. PAYMENT**

D16.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D17. PAYMENT SCHEDULE**

D17.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**WARRANTY**

**D18. WARRANTY**

D18.1 Warranty is as stated in C13.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### **E2. SERVICES**

- E2.1 The Contractor shall, in accordance with the requirements hereinafter specified:
- (a) Provide onboarding services;
  - (b) Provide client registration/login to the platform;
  - (c) Conduct set up of the software in accordance with the business rules within the Winnipeg Police Service Special Duty Program;
  - (d) Conduct sufficient and appropriate training to Administrators such that they become proficient users of the software;
  - (e) Be available for technical support, Monday-Friday, 0800 hrs - 1700 hrs Central Standard Time; and
  - (f) Provide ongoing advice and guidance to Administrators on the adoption of upgrades and changes to the platform when/where available.

#### **E3. BUSINESS REQUIREMENTS**

- E3.1 The Solution Provided shall:
- (a) be accessible via computers, laptops, tablets, and phones;
  - (b) allow external customers to enter basic event data to request a new paid duty booking over the internet;
  - (c) allow external customers to estimate costs for a paid duty booking;
  - (d) allow external customers to submit attachments / supporting documents relating to their duty such as permits, diagrams, extra instructions;
  - (e) notify external customers when the event has been staffed;
  - (f) allow external customers to be flagged for pre-payment based on prior contact / history;
  - (g) notify external customers which members they can expect at their duty including contact information;
  - (h) allow external customers to cancel a paid duty booking;
  - (i) be capable of charging an external customer if a booking is cancelled within 24 hours;
  - (j) allow for an invoice to be transmitted to an external customer once the duty is complete;
  - (k) allow external customer to pay via credit card over the Internet;
  - (l) be able to accept credit card payments via Chase Paymentech payment gateway;
  - (m) have both Administrator only functions and User functions;
  - (n) have a dashboard function available to both Administrators and Users with information applicable to their functionality within the system;
  - (o) send members an alert of a newly posted duty;

- (p) allow members to apply for duties from a remote location by phone/computer;
- (q) send members a reminder of upcoming assignments;
- (r) allow for members to request re-assignment prior to the duty with authority from an administrator;
- (s) alert members of an approaching deadline for the post event report;
- (t) require members to complete a post event report prior to submission to payroll;
- (u) be capable of sending members email and SMS notifications;
- (v) allow members to update their profile regularly;
- (w) allow members to change passwords regularly;
- (x) be able to generate appropriate call signs for members;
- (y) allow for the uploading of files for members to see regarding specific duties (maps/standard post instructions);
- (z) use a weighted, fair, transparent process for awarding duties;
- (aa) allow Administrators to manage all aspects of assignments including: Date, Time, Location, Skill-set required, and number of members/supervisors;
- (bb) audit all administrative actions within the system;
- (cc) allow administrators to over-ride assignment rules;
- (dd) allow administrators to send mass emails/SMS texts;
- (ee) allow administrators to assign multiple members/supervisors to a single duty;
- (ff) allow administrators the ability to re-work a post event report if it is not satisfactory;
- (gg) allow administrators to search the list of members based on individual factors (skill-set, hours worked, rank, etc.);
- (hh) allow administrators to force a member to update their profile;
- (ii) allow administrators to suspend member's privileges for varying time periods;
- (jj) alert administrators to unusual activity such as members dropping duties within 72 hours of an event, or failure of a member to submit a post event report within 5 days;
- (kk) allow for administrators to administer payment rates for officer ranks;
- (ll) allow for administrators to administer fees and tax rates;
- (mm) allow for tier-based administrator access;
- (nn) allow administrators to view members account activities (last log in);
- (oo) allow for the input of business rules around staffing restrictions;
- (pp) be able to prepare Special Duty payroll report to be entered into Financial system;

#### **E4. TRAINING AND SUPPORT**

- E4.1 At the onset of the subscription period, the proponent shall provide an Onboarding session to introduce the platform, subscription details, communication structure between the client and proponent, and provide a demonstration of how to program the application.
- E4.2 The Onboarding can happen either online or in-person, but shall allow for two-way communication between the proponent and the client.
- E4.3 Platform troubleshooting resources shall be available online.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 The City will conduct a Level Two Security Clearance Check, of any individual, owner(s), members of the Board of Directors and persons with controlling interest in the company 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, owner(s), members of the Board of Directors and persons with controlling interest in the company 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 and dates when resided.
  - (e) Identification - photocopies of two valid pieces of identification with at least one piece of photo identification:
    - (a) Photo Identification must be one of the following:
      - (i) Driver's License,
      - (ii) Passport,
      - (iii) Permanent Resident Card,
      - (iv) Aboriginal Status Card,
      - (v) Manitoba Public Insurance Identification Card.
    - (b) Second identification must be one of the following:
      - (i) Birth Certificate,
      - (ii) Social Insurance Card – (SIN confirmation letters effective April 2014),
      - (iii) Provincial Health Card,
      - (iv) Citizenship Card,
      - (v) Firearms License,
      - (vi) Immigration Papers,
      - (vii) National Defense Card,
      - (viii) Nexus Card,
      - (ix) FAST CARD from Canada Border Services Agency.

- (f) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck>. 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.
  
- F1.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:
  - (a) within five (5) Business Days of the Award of Contract; or
  - (b) 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.
  
- F1.5 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.
  
- F1.6 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.
  
- F1.7 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.