



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 243-2021

FLEET MANAGEMENT INFORMATION SYSTEM AND IMPLEMENTATION

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. Form N: Non-Mandatory Requirements (Section C)	5
B11. Experience of Proponent, Subcontractors and Key Personnel Assigned to the Project (Section D)	5
B12. Project Understanding and Methodology (Section E)	5
B13. Project Schedule (Section F)	6
B14. Business and Functional Requirements (Section G)	6
B15. Technical and Non-Functional Requirements (Section H)	11
B16. Training and Ongoing Support (Section I)	12
B17. Value-Added Services (Section J)	12
B18. Disclosure	13
B19. Conflict of Interest and Good Faith	13
B20. Qualification	14
B21. Opening of Proposals and Release of Information	16
B22. Irrevocable Offer	16
B23. Withdrawal of Offers	16
B24. Interviews/Demonstrations	16
B25. Negotiations	17
B26. Evaluation of Proposals	17
B27. Award of Contract	18

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Background	1
D3. Scope of Services	3
D4. Cooperative Purchase	4
D5. Definitions	5
D6. Contract Administrator	5
D7. Information Management	5
D8. Notices	7

Submissions

D9. Authority to Carry on Business	7
D10. Insurance	7

Schedule of Work

D11. Commencement	8
D12. COVID-19 Schedule Delays	8

Measurement and Payment

D13. Invoices	8
---------------	---

D14. Payment	9
D15. Payment Schedule	9
Warranty	
D16. Warranty	9
Third Party Agreements	
D17. Funding and/or Contribution Agreement Obligations	9

PART E - SPECIFICATIONS

General

E1. Applicable Specifications	1
E2. Fleet Management Information System	1
E3. Service Specifications	3
E4. Business and Functional Requirements	3
E5. Technical and Non-Functional Requirements	8
E6. Optional Items	11

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FLEET MANAGEMENT INFORMATION SYSTEM AND IMPLEMENTATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 17, 2022.

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 D6.1.

B3.2 If the person or persons submitting a proposal for the Work ("**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.
- 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 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 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 B26.
- 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) Form N: Non-Mandatory Requirements (Section C) in accordance with B10;
 - (b) Experience of Proponent, Subcontractors and Key Personnel Assigned to the Project (Section D) in accordance with B11;
 - (c) Project Understanding and Methodology (Section E), in accordance with B12;
 - (d) Project Schedule (Section F) in accordance with B13;
 - (e) Business and Functional Requirements (Section G) in accordance with B14;
 - (f) Technical and Non-Functional Requirements (Section H) in accordance with B15;
 - (g) Training and Ongoing Support (Section I) in accordance with B16; and
 - (h) Value-Added Services (Section J) in accordance with B17.
- 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.
- 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 B26.1(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.

B9.1.1 Notwithstanding C12.2.3, 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.

B9.1.2 Optional Prices are for information purposes only and will not be evaluated as part of Total Bid Price.

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 Where applicable, 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.

B11. EXPERIENCE OF PROPONENT, SUBCONTRACTORS AND KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 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 three projects of similar complexity, scope and value within last five (5) years preferably in public sector.

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) project owner;
- (d) 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.

B11.4 Describe your approach to overall team formation and coordination of team members.

B11.4.1 Include an organizational chart for the Project.

B11.5 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, and managers of the key disciplines. 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 B11.4.1.

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 D3. 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 B11.5, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

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 AND FUNCTIONAL REQUIREMENTS (SECTION G)

B14.1 The Proponent should describe how the proposed solution addresses the following requirements:

(a) Solution

- (i) The Solution should have been fully operational for a minimum of one year. The latest version of the Solution and functionality should have been in production for a period of at least 6 months. Prototypes, or items in test production and not formally announced for market availability, should be described clearly.
- (ii) The Solution should be utilized in at least two (2) organizations (government or private) operating with a minimum of 2,000 assets under management for over 1 year.
- (iii) If the Solution is not a proven system as per (i) and (ii) above, please describe how the Proponent should mitigate the risk to the City.
- (iv) The Solution should guarantee the quality, delivery, accuracy, and validity of the data it captures, transmits and stores.
- (v) The Solution should provide live and test environments.
- (vi) The Solution should support metric data formats, and Canadian regional settings.
- (vii) The Solution should have a reliable and proven audit trail process, including minimum specifications to keep audit records of when data is created, modified, by whom, and details of what changed. The administrator can view the history of a data record.
- (viii) The Solution should comply with all legislation and regulations under which the City operates, including (without limitation) *The Freedom of Information and Protection of Privacy Act* (CCSM c F175, "FIPPA"), etc.

(b) Asset Management

- (i) The Solution should be asset-centric in its architecture and have an operational focus.
- (ii) The Solution should manage an asset from acquisition to disposal; track all associated status changes and dates.
- (iii) The maintenance history of the asset should be easily accessible.
- (iv) The Solution should support maintenance planning for the asset.
- (v) The Solution should track all costs from work orders and recoveries ascribed to the asset.

- (vi) The Solution should provide an electronic and printable copy of a work order estimate and the final cost, including all fees and taxes.
- (vii) The Solution should create audit records for all changes to asset data.
- (viii) The Solution should allow the association of disposal documents and contracts to the asset.
- (ix) The Solution should track sales, auction proceeds, disposal costs, write-offs, net residual of the asset.
- (x) The Solution should record the condition assessment of an asset and provide an asset lifecycle health analysis.
- (xi) The Solution should allow for the adjustment of an asset's replacement year.
- (xii) The Solution should provide predictive maintenance of the asset based on age, odometer reading, and maintenance to similar asset class.
- (xiii) The Solution should track warranty data - warranty type, cycle (days or years), length of cycle in time and mileage units, using electronic data from manufacturer when available.
- (xiv) The Solution should allow for embedding or linking of images and documents to an asset.
- (xv) The Solution should maintain asset rentals: vehicle allocations to customers; track equipment unit ID, start and end allocation dates, billing codes and rates.
- (xvi) The Solution should manage insurance documents for fleet equipment and track renewal dates and deductibles.
- (xvii) The Solution should track insurance premiums paid or refunded.

(c) Maintenance Program

- (i) The Solution should support multiple repair shops, stores locations, and mobile locations (service trucks).
- (ii) The Solution should provide for the establishment of preventative maintenance (PM) schedules (e.g. A, B, C, N) in addition to non-hierarchical PMs; associate standard job definition with schedule.
- (iii) The Solution should provide for the establishment of safety schedules.
- (iv) The Solution should be able to track and report planned PM and safety schedules with actual performance and provide notification of missed events.
- (v) The Solution should display standard jobs available for the asset during work order creation.
- (vi) The Solution should have the ability to add Standard Jobs and non-standard jobs, select sequencing of activities, and identify special requirements.
- (vii) The Solution should allow for the reporting by standard jobs/vehicle maintenance reporting standards (VMRS) codes and comparison to benchmarks.
- (viii) The Solution should have the ability to combine multiple jobs on a single work order.
- (ix) For standard jobs, the Solution should keep a reference and add a flag if any of its lines are deleted or modified.
- (x) The Solution should display pending services, work requests, deferred repairs, recall notices, manufacturer's bulletins associated with the asset; on demand, provide views of equipment history, and inspections.
- (xi) The Solution should transfer activities to another work order; e.g. combine a pending recall service work order with a repair service work order.
- (xii) The Solution should provide alert if repair is a duplicate, and likely a repeat situation.
- (xiii) The Solution should provide a work order estimate to be preserved for analysis against actual costs.
- (xiv) The Solution should allow the assignment of a work order activity to an external service provider; set up external job purchase order and job tracking.
- (xv) The Solution should allow any work order to be assigned to a different repair facility or technician.

- (xvi) The Solution should associate vehicle accident report with work order; track total cost of vehicle repair or loss, including write-offs, and track minor damage which is not repaired.
- (xvii) The Solution should automatically alert if parts/services are under warranty; link to warranty documents for complete information and flag items covered by warranty for billing.
- (xviii) The Solution should add parts to a work order by selecting items from an online parts schematic diagram.
- (xix) The Solution should permit work order status to be modified automatically based on completion of activities, business rules or modified manually by authorized users.
- (xx) The Solution should allow WFMA to define the list of values for work order status. If not, describe the values provided by the Solution. e.g. estimate, hold, approval pending, rejected, canceled, active, completed, claim outstanding, waiting.
- (xxi) The Solution should allow work orders that are "waiting for parts" to be suspended, to allow the vehicle to be released back into service until parts arrive; no downtime accrues during the suspension.
- (xxii) The Solution should correctly calculate downtime for availability hours only.
- (xxiii) The Solution should permit status changes to automatically trigger workflow actions and notifications according to business rules.
- (xxiv) The Solution should allow work orders to pass through multiple close states/steps - separate from the operational status, with associated restrictions; e.g. technical close (work complete), administrative close, financial close. Automatic close of work order based on parameters.
- (xxv) The Solution should provide the planned service appointments for the day with status.
- (xxvi) The Solution should track repair shop in/out times for the asset.
- (xxvii) As each task is completed, the Solution should track the time completed, total time for labour and workspace usage, update the work order status, and adjust the current location of the asset.
- (xxviii) The Solution should provide the ability for technicians to record the start and end-of-shift.
- (xxix) The Solution should ensure technicians' time is automatically recorded against work order by a start/end task process.
- (xxx) The Solution should ensure technicians can enter non-tool time e.g. training.
- (xxxi) The Solution should permit multiple technicians can charge time to the same, or any, activity on the same work order at the same time.
- (xxxii) The Solution should create and track warranty claims associated with work order.
- (xxxiii) The Solution should support accident tracking by associating an accident with a repair work order.

(d) Scheduling

- (i) The Solution should forecast demand for planned services, including requirements for workspace, skilled resources, special tools, and parts.
- (ii) The Solution should allow appointment scheduling/planning using visualization tools.
- (iii) The Solution should display queue of work orders to be scheduled by repair shop, sorted by priority, with summary information for job and equipment.
- (iv) The Solution should allow the booking of "planned" appointments until it can be confirmed with the customer.
- (v) For a selected work order, the Solution should display potential appointment times based on projected availability of workspace, technicians, and parts.
- (vi) The Solution should receive requests for appointment changes from maintenance staff or customers and respond with notifications to all parties.
- (vii) The Solution should permit users to cancel or defer appointments.

- (viii) The Solution should identify missed appointments.
- (ix) The Solution should provide notification to a customer for an upcoming preventative maintenance and allow the customer to self-schedule the appointment request based on availability of bays/resources. Appointment to be confirmed.
- (x) The Solution should have the ability to notify customer of appointment through email and/or text.

(e) Inventory Management

- (i) The Solution should track the quantity of stocked parts: in stock, in stock reserved, on order (with expected arrival date), on order reserved.
- (ii) The Solution should:
 - (a) Allow the query of inventory for part, by store, for current time or a specific date.
 - (b) Facilitate regular inventories of stock; use cyclic inventory checks.
 - (c) Allow manual adjustment to inventory quantity with proper approval and security.
 - (d) Maintain database of parts stock-keeping units (SKU), with details and bar coding.
 - (e) Allow multiple search methods to find parts; e.g. by manufacturer, equipment type, assembly type, model numbers, part function, spare parts list, etc.
 - (f) Track internally fabricated parts and apply SKU and bar coding.
 - (g) Allow update to parts codes to match new manufacturer codes and keep reference to original part code.
 - (h) Allow the request, reserve and issue of parts to a work order.
 - (i) Allow credit work orders for returned parts, defective parts, rebates, and other refunds.
 - (j) Set minimum, maximum and replenishment quantities for each part and store location.
 - (k) Allow transfer of inventory between stores.
 - (l) Manage supply chain with vendors: request, replenish, purchase, receive, and process invoices for multiple stores.
 - (m) Allow for weighted average costing of inventory item.
 - (n) Automatically add taxes and surcharges to issued parts, according to business rules.

(f) Rentals

- (i) The Solution should:
 - (a) Track and maintain a pool of rental equipment; for equipment sourced from commercial suppliers track costs, contracts, reminders for end-of-contract dates; City-owned assets will be included in the pool.
 - (b) Track and maintain a pool of rental power tools.
 - (c) Manage equipment reservations and approvals.

(g) Financial

- (i) The Solution should:
 - (a) Allow multiple billing category fields to be defined for use on each work order repair line.
 - (b) Capture charges for all time-based task resources.
 - (c) Capture charges for labour as reported on work orders. Labour rates may be set by composite rate (flat rate), technician role or rank (special skills), regular or overtime classification.
 - (d) Capture charges for all parts, shop supplies, environmental levies, and specialized tool use.

- (e) Capture charges for external service provider repairs.
- (f) Capture credits for work order recoveries, e.g. warranty repairs.
- (g) Capture value of warranty work as a charge to the asset.
- (h) Add calculated charges to work orders at technical close, determined by business rules; e.g. shop supplies, parts dispensing fees, enviro fees.
- (i) Calculate depreciation according to business rules. An adjustment to an asset's replacement date will result in a revised depreciation going forward.
- (j) Allow the posting of invoices based on all charges for all customers.
- (k) All transactions are debit/credit balanced; i.e. payable and receivable sides of a transaction balance each other.

(h) Capital Asset Planning

- (i) The Solution should allow for the forecasting of fleet requirements from strategic and capital plans, and acquisition requests.
- (ii) The Solution should report on actual or estimated fleet composition, with equipment classes, unit identification, projected end-of-service life, capital cost, capital recovered, depreciated value.
- (iii) The Solution should provide for fleet disposal and acquisition scenarios: 10-year projections of fleet size by class, expected in-service and out-of-service dates, capitalization costs, inflation rates, residual value, recoveries.
- (iv) The Solution should provide a projected replacement schedule - multi-year; with allowances for length of procurement activities.
- (v) The Solution should support a multi-year business plan to ensure the capital exists to purchase new vehicles in the future, near the projected end of life of the current unit.

(i) Administration

- (i) The user interface should be configured to allow:
 - (a) Appropriate access to data and functions based on the user's role and group or business unit membership.
 - (b) Access to functions and data should change dependent upon user roles.
 - (c) Access to functions that can edit asset records is restricted to specific application-security roles.
- (ii) The Solution should permit viewing/reporting privileges of asset data to be restricted for specific fields based on asset classes and the user's role.

(j) Reporting

- (i) The Solution should provide a comprehensive set of pre-built reports and graphs.
- (ii) The Solution should use a common configurable source of default styles for report elements to maintain a consistent presentation style. Individual reports may override default styles.
- (iii) The Solution should have the capability to generate custom ad-hoc reports or data queries, which can be run on-demand or saved and run on a schedule (date/time) with output type and destination to be specified by the report author.
- (iv) The Solution reporting engine should allow printing of entire or partial reports; export of reports to Excel, PDF, HTML.

(k) Analytics

- (i) The Solution should provide:
 - (a) Key Performance Indicator (KPI) calculations and dashboards for a hierarchy of management levels.
 - (b) Performance analysis of downtime, production and costs against benchmarks.

- (c) Enhanced equipment life cycle analysis; repair and failure rates for equipment class, specific parts or assemblies, recurring repairs, expected vs actual service life.
- (d) Equipment cost analysis - capital expenditures, operating expenditures, total cost-of-ownership; comparisons of similar equipment including data from external sources.
- (e) Exception reports for assets and work order compared against benchmarks and asset class or VMRS job code.
- (f) Financial models for operating cost analysis.

(l) Integration

- (i) The Solution should have published APIs or web services by which other City of Winnipeg solutions can access and integrate data.
- (ii) The Solution should be able to integrate with PeopleSoft software through data exchange (i.e. upload data, import [downloaded] data). This data exchange could be through a variety of mechanisms, such as batch processed formatted text files, real-time web services, etc.
- (iii) The Solution should extract equipment data from cloud-based service.

B15. TECHNICAL AND NON-FUNCTIONAL REQUIREMENTS (SECTION H)

B15.1 The Proponent should describe how the Solution addresses the specifications outlined in PART E - Specifications.

B15.2 User Authentication

B15.2.1 Proponent should provide an in-depth description as to how their Solution addresses system user authentication. The explanation should include, but not be limited to, the following:

- (a) The ability to restrict and log any attempts to circumvent authentication;
- (b) Reporting on authentication (e.g. by user, device, IP, access permissions); and
- (c) The ability to restrict user access to various tasks and log any attempts by user to complete restricted tasks within the systems.

B15.3 Data Analysis and Usage Reporting

B15.3.1 Proponent should provide an in-depth description regarding their methodology, tools / management solution and processes utilized for the reporting of the Solution. The explanation should include, but not be limited to, the following:

- (a) Reporting on usage (e.g. by user, device, task completed);
- (b) Examples of all standard built in reports;
- (c) Description of configure reports that can be created through the systems at no additional cost;
- (d) Examples of customized reports that would be an additional cost; and
- (e) Identify all raw data and include a data dictionary that can be accessed for further data analysis.

B15.4 Client & Customer Experience

- (a) Describe the client (the City) dispute resolution approach and any related actions when dealing with system issues.
- (b) Include details on the process to communicate to client regarding a system incident, its status and resolution. Provide details of what is included in the incident response plan.

- (c) Include details on the process to communicate to customer/end user regarding a system incident, its status and resolution. Provide details of what is included in the incident response plan.

B15.5 Training

B15.5.1 The Proponent should provide in-depth details as to how their solution would address the City's training requirements. The explanation should include, but not be limited to, the following:

- (a) End-user operating training, at device deployment and upon request;
- (b) Technical support training for operational support staff;
- (c) Availability of all manuals and training documentation in electronic format;
- (d) Examples of visual training and reference aids (e.g. configurable posters, cheat-sheets and online resources); and
- (e) Details as to how this training would be carried out, by whom, and a sample of what content would be covered in these training sessions.

B15.6 Service Management Reporting

B15.6.1 The Proponent should provide a thorough description of their service management reporting capabilities. The explanation should include, but not be limited to, the following:

- (a) Ability to track and report on all Incidents and Requests;
- (b) Ability to track Incident and Request type (e.g. hardware issue, solution issue, user error); and
- (c) Methodology of measurement against the specified Service Level Agreement for uptime.

B15.7 System Security

B15.7.1 Proponents should describe the disaster recovery plan were the primary hosting location to become compromised.

B16. TRAINING AND ONGOING 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 The Proponent should describe the mode of support and response time to User inquiries/concerns and support for critical issues related to application performance;

B17. VALUE-ADDED SERVICES (SECTION J)

B17.1 The Proponent should specify what Value-Added or Innovative services or features are available with their proposal above and beyond what has been specified in PART E or Form N 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.

B17.2 The Proponent should specify if there are any costs, limits or conditions for the availability of the Value-Added or Innovative Services.

B18. DISCLOSURE

B18.1 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.

B18.2 The Persons are:

- (a) AssetWorks provided demonstration; and
- (b) Chevin Fleet Solutions provided demonstration.

B19. CONFLICT OF INTEREST AND GOOD FAITH

B19.1 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.

B19.2 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.

B19.3 In connection with its Proposal, each entity identified in B19.2 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.

- B19.4 Without limiting B19.3, 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.
- B19.5 Without limiting B19.3, 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 B19.4 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.
- B19.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B20. QUALIFICATION

- B20.1 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.
- B20.2 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>
- B20.3 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) meet the City's requirements for the confidentiality and security of information; including compliance with and ISO/IEC standards 27001, 27002, 27017, and 27018 or equivalent.

- B20.4 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.
- B20.5 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.
- B20.5.1 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 D7, 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.
- B20.6 Further to B20.3(b) and B20.3(d) Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of the following:
- B20.6.1 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.
- B20.6.2 That the proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing:
- (a) That the proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing: 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).

- B20.6.3 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.
- B20.6.4 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.
- B20.6.5 The Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide copies of any additional agreements or documents that the Proponent will request the City to sign or agree to (for example, End User Licensing Agreements (EULAs) for the Solution, Terms of Service, etc.) pursuant to E1.2.

B21. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B21.1 Proposals will not be opened publicly.
- B21.2 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.
- B21.3 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).
- B21.3.1 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.
- B21.4 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.

B22. IRREVOCABLE OFFER

- B22.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B22.2 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.

B23. WITHDRAWAL OF OFFERS

- B23.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B24. INTERVIEWS/DEMONSTRATIONS

- B24.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B24.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios e.g. on-premise or in-use demonstration.
- B24.3 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.

- B24.4 The Proponent may be required to demonstrate their equipment and software on a date and time agreed with the Contract Administrator. The demonstration should show a system that has been installed and is currently in use. A demonstration should include but not limited to:
- (a) Validate the functionality of the solution
 - (b) Demonstrate reporting capability
- Demonstrate the ability to meet the mandatory requirements as outlined in PART E - Specifications.

B25. NEGOTIATIONS

- B25.1 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.
- B25.2 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.
- B25.3 If, in the course of negotiations pursuant to B25.2, 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.

B26. EVALUATION OF PROPOSALS

- B26.1 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 B20: (pass/fail)
 - (c) Total Bid Price; 10%
 - (d) Form N: Non-Mandatory Requirements (Section C) 10%
 - (e) Experience of Proponent, Subcontractor and Key Personnel Assigned to the Project; (Section D) 10%
 - (f) Project Understanding and Methodology; (Section E) 10%
 - (g) Project Schedule (Section F) 5%
 - (h) Business and Functional Requirements. (Section G) 30%
 - (i) Technical and Non-Functional Requirements (Section H) 10%
 - (j) Training and Ongoing Support (Section I) 10%
 - (k) Value-Added Services (Section J) 5%
- B26.2 Further to B26.1(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.
- B26.3 Further to B26.1(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.

- B26.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B26.1(a) and B26.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B26.5 Further to B26.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.5.
- B26.6 Further to B26.1(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.
- B26.6.1 Further to B26.1(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.
- B26.6.2 Optional Prices are for information purposes only and will not be evaluated as part of Total Bid Price.
- B26.7 Further to B26.1(d), Form N: Non-Mandatory Requirements will be evaluated in accordance with B10.
- B26.8 Further to B26.1(e), Experience of Proponent and Subcontractors and Key Personnel Assigned to the Project 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.
- B26.9 Further to B26.1(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.
- B26.10 Further to B26.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B26.11 Further to B26.1(h), Business and Functional Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B26.12 Further to B26.1(i), Technical and Non-Functional Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.
- B26.13 Further to B26.1(j), Training and Ongoing Support will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B16.
- B26.14 Further to B26.1(k), Value-Added Services will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B17.
- B26.15 Notwithstanding B26.1(d) to B26.1(k), where Proponents fail to provide a response to B7.2(a) to B7.2(h), the score of zero may be assigned to the incomplete part of the response.
- B26.16 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B24.
- B26.17 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.
- B26.18 This Contract will be awarded for Item No. 1 only.
(a) Further to D3.1, Item No.'s. 2 - 20 will be used for evaluation purposes only, and the potential subsequent award of those items will be determined at a later date.

B27. AWARD OF CONTRACT

- B27.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B27.2 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.
- B27.2.1 Without limiting the generality of B27.2, 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.
- B27.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B27.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B27.4.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B27.5 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.
- B27.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

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
- 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. BACKGROUND

D2.1 Winnipeg Fleet Management Agency (WFMA) was established in 2003 as a Special Operating Agency, a Special Service Unit of The City of Winnipeg, delivering services and operating within The City's organization. The Special Operating Agency concept permits WFMA to operate in a business-like and transparent manner, through managerial flexibilities including special delegations, exemptions and authorities. WFMA's strategic direction, as set out by its Operating Charter and Business Plan, places emphasis on managing for results, bottom-line accountability, customer satisfaction, and full disclosure.

D2.2 WFMA delivers the following comprehensive fleet management services to City of Winnipeg departments:

- (a) Specification, inspection and procurement
- (b) Insurance, licensing and registration
- (c) Manufacturing and fabrication
- (d) Vehicle and equipment leases, seasonal and short-term rentals
- (e) Surplus fleet asset disposal
- (f) Fuel
- (g) Repair and maintenance

D2.3 Certain fleet management services are not provided to the Winnipeg Police Service Department's fleet, and the Winnipeg Fire Paramedic Service Department's Heavy Fire Apparatus fleet, including fleet supply with maintenance lease, repair and maintenance, and accident reporting. WFMA delivers fleet supply without maintenance lease service, applicable only to the Winnipeg Police Service department's fleet and the Winnipeg Fire Paramedic Service Department's Heavy Fire Apparatus fleet, as an alternate to WFMA's fleet supply with maintenance lease service.

D2.4 WFMA's seven fleet management services are not provided to the Winnipeg Transit department's bus fleet, and certain fleet management services are not provided to the department's vehicle fleet including fleet supply with maintenance lease, fuel, repair and maintenance, and accident reporting. Fleet supply without maintenance lease service is not applicable to the Winnipeg Transit department's bus fleet and vehicle fleet.

D2.5 WFMA provides manufacturing and fabrication, and fuel services to other public sector organizations.

D2.6 The Support Services division for the Winnipeg Fire Paramedic Service (WFPS) operates in cooperation with WFMA, using the same fleet management information system (FMIS) solution as WFMA. WFPS provides repair and maintenance services to Heavy Fire Apparatus Fleet.

D2.7 For this RFP the requirements from WFPS have been included with those of WFMA.

D2.8 WFMA and WFPS currently have four (4) maintenance shops for maintenance activities, all of which with on-site Parts Stores.

- (a) Manufacturing Shop (WFMA) – 215 Tecumseh Street

- (b) Major Repair Shop (WFMA) – 195 Tecumseh Street
- (c) Major Repair Shop (WFMA) – 960 Thomas Avenue
- (d) Heavy Fire Repair Shop (WFPS) – 2546 McPhillips Street

D2.9 WFMA provides vehicles and equipment to City Departments using an internal leasing model. All equipment units are owned by WFMA, and allocated and billed to customer groups. WFMA plans fleet acquisitions, provides specifications for procurement, organizes short-term leases and external rentals to augment City assets, and manages an in-house pool of small equipment and loaner units. Custom equipment or part design is an additional function performed by the Manufacturing Shop.

D2.10 WFMA is responsible for:

- (a) Fleet Maintenance
 - (i) Outfitting of new equipment to meet City requirements
 - (ii) Preventative Maintenance of equipment
 - (iii) Repairs – in the Shops or sent to external providers
 - (iv) Rebuild or fabrication of parts
 - (v) Warranty management
- (b) Fleet Administration and Safety Compliance
 - (i) Registration and Insurance
 - (ii) Commercial Vehicle Inspections
 - (iii) Accident Reports and Claims Administration
 - (iv) Workforce certifications
- (c) Fleet Asset Management
 - (i) Acquisition and disposal of fleet vehicles and equipment
 - (ii) Allocation of equipment to City Departments
 - (iii) Setting charge-back rates for equipment
 - (iv) Performance Analysis
 - (v) Capital Asset Planning
- (d) Leases, Rentals and Small Equipment
 - (i) Augment City fleet and shared equipment pool with leases or short term rentals of items from commercial sources:
 - ◆ Vehicles and heavy equipment
 - ◆ Small equipment
 - (ii) Manage booking and billing of the Internal Rental equipment
 - (iii) Small equipment and power tools management

D2.11 Majority of the FMIS customers are internal to the City. Manufacturing Shop may provide services to other government agencies.

D2.12 Each Employee and Customer Role has unique requirements of the FMIS solution: e.g. search, usage analysis, asset planning, opening a work order, scheduling a service appointment, ensuring parts availability, assigning job tasks, reviewing task hours, managing inventory, dispatching field resources and generating analytics or cost reports.

D2.13 Fleet Size

- (a) WFMA manages 2,273 vehicles and equipment for the City.
- (b) Approximately 1,000 components and trailers are included in the number of vehicles and equipment.

D2.14 Work order and parts volumes (2019 Statistics)

- (a) Repair transactions 37,078
 - (b) Parts transactions 38,607
 - (c) Repair labour hours 64,801
- D2.15 The City is currently operating a commercial FMIS solution “Ron Turley and Associates” (RTA), first purchased in 2002, and heavily customized over the years to add necessary functionality. The existing solution is locally-hosted by the City, and runs on a SQL Database. RTA is currently being updated to version 7.3.
- D2.16 WFMA currently utilizes an internally developed solution “Fleet Management Solution” (FMS). FMS is used for billing, reporting, asset management, and performance measurements.
- D2.17 Parts inventory is managed within the current FMIS.
- D2.18 Fuel management is done using “ProFuel” software. Fuel costs are accumulated and billed monthly to customer groups through FMS.
- D2.19 Telematics and on-vehicle GPS devices are installed in most vehicles. A cloud service (FleetBridge) is used to collect and provide data, including fuel consumption and vehicle diagnostics.
- D2.20 Rentals of Small Equipment and Tools are managed in FMS.
- D2.21 Capital Asset analysis and investment planning occurs in FMS. Procurement and disposal activities are also managed in FMS.
- D2.22 PeopleSoft is the City’s Enterprise Resource Planning (ERP), used for Accounts Payable processing and cross-department internal billing. Work Order costs are posted to PeopleSoft by processing a FMS billing file. Monthly costs for fuel, short term rentals, and long term equipment allocations are prepared in FMS, and then posted to PeopleSoft for billing to internal customers.
- D2.23 Currently we employ batch formatted text files for uploading into PeopleSoft for account distribution assignment, we employ Web Services for immediate exchange of data, like passing a Staff ID to PeopleSoft to return staff name, email, department, etc. We pass vehicle unit information from FMS through a web service into PeopleSoft for the inventory of active Fleet vehicles. For reference, the external system will be Oracle PeopleSoft.
- D2.24 The City does not presently use mobile devices or RFID technology for fleet management activities. RFID cards are used at refueling stations. Bar codes are used for parts inventory.
- D2.25 The City is aware of technology advancements currently available in the marketplace that would enhance existing operations and as such, wish to procure the most suitable vendor to enable its near and long term benefits realization.

D3. SCOPE OF SERVICES

- D3.1 The Work to be done under the Contract shall consist of provision of Fleet Management Information System (Solution) and implementation for one (1) year from the completion of initial installation and Go Live, with the option of nineteen (19) 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 date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

- D3.1.3 The Contractor is advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.
- D3.2 The "Ongoing Cost" services described in Items 2-20 in Form B ("**Ongoing Cost Services**") shall be done on an "as required" basis during the term of the Contract.
- D3.2.1 The type and quantity of Ongoing Cost Services to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D3.2.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of Ongoing Cost Services in excess of its actual operational requirements.
- D3.3 The major components of the Work are as follows:
- (a) Perform configuration, install and implement Solution;
 - (b) Document and implement processes and procedures to ensure business continuity;
 - (c) Document and implement change management processes;
 - (d) Configuration of database;
 - (e) Provide end-user application training and documentation;
 - (f) Provide software licenses;
 - (g) Provide technical support and maintenance;
 - (h) Conduct end-to-end performance test;
 - (i) Certify implemented solution has met all conditions; and
 - (j) Enable future enhancements.
- D3.3.1 Further details at E3.2.
- 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.
- D3.5 The funds available for this Contract, including one (1) year of licensing from Go-Live, are \$1,709,000.00.

D4. COOPERATIVE PURCHASE

- D4.1 The Contractor is advised that this is a cooperative purchase.
- D4.2 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.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D4.4 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.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 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 D4.4 and D4.5 will apply.

D4.7 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.

D4.8 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

D5.1 When used in this Contract:

- (a) “**Confidential Information**” means all information and/or materials, and any copies thereof, which the Contractor (and/or its Representatives) acquires or Uses, or to which it is given access, during the course of the performance of the Work and/or Contract, regardless of the source, format, or medium of said information and/or materials, and includes Personal Information (unless otherwise identified herein), but excludes information that is in the public domain, provided that the information claimed to be in the public domain was not made public as a result of an unauthorized disclosure by the Contractor or its Representatives, or a third party;
- (b) “**Go Live**” means the date the Solution is operational and in use;
- (c) “**Representatives**” means the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, elected officials, and other representatives of the identified party; and
- (d) “**Use**” means the collection, storage, use, processing, reproduction, modification, disclosure, or destruction of, or access to, Confidential Information.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Randy Bernard
Project Coordinator

Telephone No. 204-451-5189

Email Address.: randybernard@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.

D7. INFORMATION MANAGEMENT

The following provisions are in addition to any preceding obligations of confidentiality contained in these conditions. All requirements apply to both the Contractor and the Solution offered by the Contractor.

D7.1 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.

- D7.2 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all Confidential Information which it acquires or Uses, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D7.3 The Contractor shall be deemed an “information manager”, as that term is defined by section 44.1 of FIPPA, and any “Use” of Personal Information by the Contractor or its Representatives shall be done pursuant to and in accordance with that Act.
- D7.4 Further to C23, all Confidential Information is and shall remain the property of the City.
- D7.5 Neither the Contractor nor its Representatives shall 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, press release, statement of fact or opinion regarding the RFP, the Contract, the Work, the City and/or its Representatives, or the Confidential Information without the prior written authorization of the City.
- D7.6 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 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, 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.
- D7.7 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 upon confirmation from the City that said copy is acceptable 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.
- D7.8 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.
- D7.9 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.
- D7.10 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.

- D7.11 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. NOTICES

- D8.1 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.
- D8.2 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.
- D8.3 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

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the 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.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement

of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

- D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work 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 insurance specified in D10;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. COVID-19 SCHEDULE DELAYS

- D12.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D12.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D12.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.5 The Work schedule, including the durations identified in D3 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D12.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 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

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D13.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14. PAYMENT

D14.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D15. PAYMENT SCHEDULE

D15.1 Payment Schedule (Progress Payments)

- (a) The Proponent shall provide in their project proposal a payment schedule that clearly states payment amounts and conditions associated to specific project milestones. The conditions of the milestones must be clear and precise, i.e. evaluate that a project milestone is reached and all deliverables associated to that milestone have been produced to the satisfaction of the City, prior to issuing payments.

D15.2 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D16. WARRANTY

D16.1 Notwithstanding C13, Warranty will be applicable for the initial term (1 year) of the Contract.

THIRD PARTY AGREEMENTS

D17. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D17.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D17.2 Further to D17.1, in the event that the obligations in D24 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in

C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D17.3 For the purposes of D17:

- (a) “**Government of Canada**” includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) “**Government of Manitoba**” includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D17.4 Modified Insurance Requirements

D17.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D17.4.2 If applicable the Contractor will be required to provide builders’ risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D17.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D17.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.

D17.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D17.5 Indemnification By Contractor

D17.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.

D17.6 Records Retention and Audits

D17.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D17.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D17.6.1 for inspection,

copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D17.7 Other Obligations

- D17.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D17.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D17.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D17.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D17.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D17.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 The following are applicable to the Work, including the Solution:
- E1.2 In every instance where a brand name or design specification is used in this Part E, only substitutes which were approved as equals and/or alternatives in accordance with B6 of the RFP prior to award of the Contract may be used in lieu of the stated brand name or design specification.
- E1.3 The Solution's End User Licensing Agreement (EULA) shall either be compliant with all relevant terms of this RFP (including, without limitation, the obligations imposed upon the Contractor by D6) or be sufficiently negotiable to meet the same standard of compliance.

E2. FLEET MANAGEMENT INFORMATION SYSTEM

- E2.1 The following services are all included in Form B: Prices:
- (a) Item No. 1 - The Solution shall include; all items required for the complete functioning of the proposed solution for the initial one (1) year, including but not limited to the cost of all applications, software (including third party products), add-on's, patches, peripherals/accessories, Maintenance/Support – annual per-user, support, installation, configuration, testing, change management, perpetual licensing, initial annual subscription, hosting, server, licensing cost, professional support and training for up to 160 users and 2,300 vehicles and equipment.
 - (b) Item No. 2 - The Solution shall include; ongoing cost - Year 2 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
 - (c) Item No. 3 - The Solution shall include; ongoing cost - Year 3 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
 - (d) Item No. 4 - The Solution shall include; ongoing cost - Year 4 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
 - (e) Item No. 5 - The Solution shall include; ongoing cost - Year 5 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
 - (f) Item No. 6 - The Solution shall include; ongoing cost - Year 6 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
 - (g) Item No. 7 - The Solution shall include; ongoing cost - Year 7 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
 - (h) Item No. 8 - The Solution shall include; ongoing cost - Year 8 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.

- (i) Item No. 9 - The Solution shall include; ongoing cost - Year 9 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
- (j) Item No. 10 - The Solution shall include; ongoing cost - Year 10 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
- (k) Item No. 11 - The Solution shall include; ongoing cost - Year 11 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
- (l) Item No. 12 - The Solution shall include; ongoing cost - Year 12 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
- (m) Item No. 13 - The Solution shall include; ongoing cost - Year 13 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
- (n) Item No. 14 - The Solution shall include; ongoing cost - Year 14 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
- (o) Item No. 15 - The Solution shall include; ongoing cost - Year 15 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
- (p) Item No. 16 - The Solution shall include; ongoing cost - Year 16 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
- (q) Item No. 17 - The Solution shall include; ongoing cost - Year 17 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
- (r) Item No. 18 - The Solution shall include; ongoing cost - Year 18 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
- (s) Item No. 19 - The Solution shall include; ongoing cost - Year 19 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.
- (t) Item No. 20 - The Solution shall include; ongoing cost - Year 20 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for up to 160 users and 2,300 vehicles and equipment.

E2.2 Note: All requirements in the Part E-Specifications shall be met, and proposals should indicate compliance or non-compliance. Any deviations must be clearly stated and fully detailed.

E3. SERVICE SPECIFICATIONS

- E3.1 The Contractor shall provide all items required for the complete functioning of the proposed solution, including but not limited to the cost of all applications, software (including 3rd party), add-on's, patches, peripherals/ accessories, Maintenance/Support – annual per-user, premium support, Installation, data transfer, change management, perpetual licensing, initial annual subscription, hardware, licensing cost, professional support and training.
- E3.2 Without limiting the generality of the foregoing, the Contractor shall provide the following:
- (a) **Solution Implementation and Configuration.** Perform necessary configuration and furnish, install, and implement a Fleet Management Information System that meets or exceeds the Functional and Technical Requirements;
 - (b) **Processes and Procedures to ensure Business Continuity.** The Contractor shall provide details outlining their processes and procedures to ensure City business continuity and system availability;
 - (c) **Change Management.** The Contractor shall plan and implement the transition from the existing system to the new one and providing documentation of processes, procedures, and data flow of the FMIS.
 - (d) **Database.** Configure and ensure the database system can store the collected information and reports as required, and security/redundancy of the data at the primary storage site;
 - (e) **End-user Application Training and Documentation.** Provide hard copy and web-based (and/or recorded) training and documentation;
 - (f) **Software Licenses.** The Contractor shall provide all licenses for the proposed solution to the City. Details of the user license to be provided by the Contractor shall be clearly stated in the Proposal;
 - (g) **Warranty and Service.** Once the solution is accepted by the City, the Contractor shall provide all required services to ensure adequate technical support and maintenance both during roll-out; continuing thereafter for future prescribed periods, details of which will be defined within support and maintenance agreements with the City prior to contract award. The contractor will work with the City's representatives to develop and agree upon a Service Level Agreement (SLA) which details all service expectations;
 - (h) **End-to-End Performance Test.** Conduct an end-to-end, full solution performance test and quality assurance tests in accordance with the requirements set out in this RFP;
 - (i) **System Acceptance Certification.** Certify the installed solution has met all conditions outlined in this document; and
 - (j) **Enable Future Enhancements.** Remain technologically relevant, scalable, and extensible to accommodate future solution enhancements that will be required to satisfy operational requirements, inclusive of the provision of a technology platform/application solution that meets requirements specified in Functional and Technical requirements set out herein.

E4. BUSINESS AND FUNCTIONAL REQUIREMENTS

- E4.1 The Solution provided by the Contractor shall perform the following functions:
- (a) Solution**
 - (i) The Solution should have been fully operational for a minimum of one year. The latest version of the Solution and functionality should currently be in production (for a period of at least 6 months). Prototypes, or items in test production and not formally announced for market availability, should be described clearly.
 - (ii) The Solution should be utilized in at least two (2) organizations (government or private) operating with a minimum of 2,000 assets under management for over 1 year.
 - (iii) If the Solution is not a proven system as per (i) and (ii) above, please describe how the contractor would mitigate the risk to the City.

- (iv) The Solution shall guarantee the quality, delivery, accuracy, and validity of the data it captures, transmits and stores.
- (v) The Solution shall provide live and test environments.
- (vi) The Solution shall support metric data formats, and Canadian regional settings.
- (vii) The Solution shall have a reliable and proven audit trail process, including minimum specifications to keep audit records of when data is created, modified, by whom, and details of what changed. The administrator can view the history of a data record.
- (viii) The Solution shall comply with all legislation and regulations under which the City operates, including (without limitation) *The Freedom of Information and Protection of Privacy Act* (CCSM c F175, "FIPPA"), etc.

(b) Asset Management

- (i) The Solution shall be asset-centric in its architecture and have an operational focus.
- (ii) The Solution shall manage an asset from acquisition to disposal; track all associated status changes and dates.
- (iii) The maintenance history of the asset is easily accessible.
- (iv) The Solution supports maintenance planning for the asset.
- (v) The Solution shall track all costs from work orders and recoveries ascribed to the asset.
- (vi) The Solution shall provide an electronic and printable copy of a work order estimate and the final cost, including all fees and taxes.
- (vii) The Solution shall create audit records for all changes to asset data.
- (viii) The Solution shall allow the association of disposal documents and contracts to the asset.
- (ix) The Solution shall track sales, auction proceeds, disposal costs, write-offs, net residual of the asset.
- (x) The Solution shall record the condition assessment of an asset and provide an asset lifecycle health analysis.
- (xi) The Solution shall allow for the adjustment of an asset's replacement year.
- (xii) The Solution shall provide predictive maintenance of the asset based on age, odometer reading, and maintenance to similar asset class.
- (xiii) The Solution shall track warranty data - warranty type, cycle (days or years), length of cycle in time and mileage units, using electronic data from manufacturer when available.
- (xiv) The Solution shall allow for embedding or linking of images and documents to an asset.
- (xv) The Solution shall maintain asset rentals: vehicle allocations to customers; track equipment unit ID, start and end allocation dates, billing codes and rates.
- (xvi) The Solution shall manage insurance documents for fleet equipment and track renewal dates and deductibles.
- (xvii) The Solution shall track insurance premiums paid or refunded.

(c) Maintenance Program

- (i) The Solution shall support multiple repair shops, stores locations, and mobile locations (service trucks).
- (ii) The Solution shall provide for the establishment of preventative maintenance (PM) schedules (e.g. A, B, C, N) in addition to non-hierarchical PMs; associate standard job definition with schedule.
- (iii) The Solution shall provide for the establishment of safety schedules.
- (iv) The Solution shall be able to track and report planned PM and safety schedules with actual performance and provide notification of missed events.
- (v) The Solution shall display standard jobs available for the asset during work order creation.

- (vi) The Solution shall have the ability to add Standard Jobs and non-standard jobs, select sequencing of activities, and identify special requirements.
- (vii) The Solution shall allow for the reporting by standard jobs/VMRS codes and comparison to benchmarks.
- (viii) The Solution shall have the ability to combine multiple jobs on a single work order.
- (ix) For standard jobs, the Solution shall keep a reference and add a flag if any of its lines are deleted or modified.
- (x) The Solution shall display pending services, work requests, deferred repairs, recall notices, manufacturer's bulletins associated with the asset; on demand, provide views of equipment history, and inspections.
- (xi) The Solution shall transfer activities to another work order; e.g. combine a pending recall service work order with a repair service work order.
- (xii) The Solution shall provide alert if repair is a duplicate, and likely a repeat situation.
- (xiii) The Solution shall provide a work order estimate to be preserved for analysis against actual costs.
- (xiv) The Solution shall allow the assignment of a work order activity to an external service provider; set up external job purchase order and job tracking.
- (xv) The Solution shall allow any work order to be assigned to a different repair facility or technician.
- (xvi) The Solution shall associate vehicle accident report with work order; track total cost of vehicle repair or loss, including write-offs, and track minor damage which is not repaired.
- (xvii) The Solution shall automatically alert if parts/services are under warranty; link to warranty documents for complete information and flag items covered by warranty for billing.
- (xviii) The Solution shall add parts to a work order by selecting items from an online parts schematic diagram.
- (xix) The Solution shall permit work order status to be modified automatically based on completion of activities, business rules or modified manually by authorized users.
- (xx) The Solution shall allow WFMA to define the list of values for work order status. If not, describe the values provided by the Solution. e.g. estimate, hold, approval pending, rejected, canceled, active, completed, claim outstanding, waiting.
- (xxi) The Solution shall allow work orders that are "waiting for parts" to be suspended, to allow the vehicle to be released back into service until parts arrive; no downtime accrues during the suspension.
- (xxii) The Solution shall correctly calculate downtime for availability hours only.
- (xxiii) The Solution shall permit status changes to automatically trigger workflow actions and notifications according to business rules.
- (xxiv) The Solution shall allow work orders to pass through multiple close states/steps - separate from the operational status, with associated restrictions; e.g. technical close (work complete), administrative close, financial close. Automatic close of work order based on parameters.
- (xxv) The Solution shall provide the planned service appointments for the day with status.
- (xxvi) The Solution shall track repair shop in/out times for the asset.
- (xxvii) As each task is completed, the Solution shall track the time completed, total time for labour and workspace usage, update the work order status, and adjust the current location of the asset.
- (xxviii) The Solution shall provide the ability for technicians to record the start and end-of-shift.
- (xxix) The Solution shall ensure technicians' time is automatically recorded against work order by a start/end task process.
- (xxx) The Solution shall ensure technicians can enter non-tool time e.g. training.

- (xxxix) The Solution shall permit multiple technicians can charge time to the same, or any, activity on the same work order at the same time.
- (xxxii) The Solution shall create and track warranty claims associated with work order.
- (xxxiii) The Solution shall support accident tracking by associating an accident with a repair work order.

(d) Scheduling

- (i) The Solution shall forecast demand for planned services, including requirements for workspace, skilled resources, special tools, and parts.
- (ii) The Solution shall allow appointment scheduling/planning using visualization tools.
- (iii) The Solution shall display queue of work orders to be scheduled by repair shop, sorted by priority, with summary information for job and equipment.
- (iv) The Solution shall allow the booking of “planned” appointments until it can be confirmed with the customer.
- (v) For a selected work order, the Solution shall display potential appointment times based on projected availability of workspace, technicians, and parts.
- (vi) The Solution shall receive requests for appointment changes from maintenance staff or customers and respond with notifications to all parties.
- (vii) The Solution shall permit users to cancel or defer appointments.
- (viii) The Solution shall identify missed appointments.
- (ix) The Solution shall provide notification to a customer for an upcoming preventative maintenance and allow the customer to self-schedule the appointment request based on availability of bays/resources. Appointment to be confirmed.
- (x) The Solution shall have the ability to notify customer of appointment through email and/or text.

(e) Inventory Management

- (i) The Solution shall track the quantity of stocked parts: in stock, in stock reserved, on order (with expected arrival date), on order reserved.
- (ii) The Solution shall:
 - (a) Allow the query of inventory for part, by store, for current time or a specific date.
 - (b) Facilitate regular inventories of stock; use cyclic inventory checks.
 - (c) Allow manual adjustment to inventory quantity with proper approval and security.
 - (d) Maintain database of parts stock-keeping units (SKU), with details and bar coding.
 - (e) Multiple search methods to find parts; e.g. by manufacturer, equipment type, assembly type, model numbers, part function, spare parts list, etc.
 - (f) Track internally fabricated parts and apply SKU and bar coding.
 - (g) Allow update to parts codes to match new manufacturer codes and keep reference to original part code.
 - (h) Allow the request, reserve and issue of parts to a work order.
 - (i) Credit work orders for returned parts, defective parts, rebates, and other refunds.
 - (j) Set minimum, maximum and replenishment quantities for each part and store location.
 - (k) Allow transfer of inventory between stores.
 - (l) Manage supply chain with vendors: request, replenish, purchase, receive, and process invoices for multiple stores.
 - (m) Allow for weighted average costing of inventory item.
 - (n) Automatically add taxes and surcharges to issued parts, according to business rules.

(f) Rentals

- (i) The Solution shall:
 - (a) Track and maintain a pool of rental equipment; for equipment sourced from commercial suppliers track costs, contracts, reminders for end-of-contract dates; City-owned assets will be included in the pool.
 - (b) Track and maintain a pool of rental power tools.
 - (c) Manage equipment reservations and approvals.

(g) Financial

- (i) The Solution shall:
 - (a) Allow multiple billing category fields to be defined for use on each work order repair line.
 - (b) Capture charges for all time-based task resources.
 - (c) Capture charges for labour as reported on work orders. Labour rates may be set by composite rate (flat rate), technician role or rank (special skills), regular or overtime classification.
 - (d) Capture charges for all parts, shop supplies, environmental levies, and specialized tool use.
 - (e) Capture charges for external service provider repairs.
 - (f) Capture credits for work order recoveries, e.g. warranty repairs.
 - (g) Capture value of warranty work as a charge to the asset.
 - (h) Add calculated charges to work orders at technical close, determined by business rules; e.g. shop supplies, parts dispensing fees, enviro fees.
 - (i) Calculate depreciation according to business rules. An adjustment to an asset's replacement date will result in a revised depreciation going forward.
 - (j) Allow the posting of invoices based on all charges for all customers.
 - (k) All transactions are debit/credit balanced; i.e. payable and receivable sides of a transaction balance each other.

(h) Capital Asset Planning

- (i) The Solution shall allow for the forecasting of fleet requirements from strategic and capital plans, and acquisition requests.
- (ii) The Solution shall report on actual or estimated fleet composition, with equipment classes, unit identification, projected end-of-service life, capital cost, capital recovered, depreciated value.
- (iii) The Solution shall provide for fleet disposal and acquisition scenarios: 10-year projections of fleet size by class, expected in-service and out-of-service dates, capitalization costs, inflation rates, residual value, recoveries.
- (iv) The Solution shall provide a projected replacement schedule - multi-year; with allowances for length of procurement activities.
- (v) The Solution shall support a multi-year business plan to ensure the capital exists to purchase new vehicles in the future, near the projected end of life of the current unit.

(i) Administration

- (i) The user interface shall be configured to allow:
 - (a) Appropriate access to data and functions based on the user's role and group or business unit membership.
 - (b) Access to functions and data shall change dependent upon user roles.
 - (c) Access to functions that can edit asset records is restricted to specific application-security roles.

- (ii) The Solution shall permit viewing/reporting privileges of asset data to be restricted for specific fields based on asset classes and the user's role.

(j) Reporting

- (i) The Solution shall provide a comprehensive set of pre-built reports and graphs.
- (ii) The Solution shall use a common configurable source of default styles for report elements to maintain a consistent presentation style. Individual reports may override default styles.
- (iii) The Solution shall have the capability to generate custom ad-hoc reports or data queries, which can be run on-demand or saved and run on a schedule (date/time) with output type and destination to be specified by the report author.
- (iv) The Solution reporting engine shall allow printing of entire or partial reports; export of reports to Excel, PDF, HTML.

(k) Analytics

- (i) The Solution shall provide:
 - (a) KPI calculations and dashboards for a hierarchy of management levels.
 - (b) Performance analysis of downtime, production and costs against benchmarks.
 - (c) Enhanced equipment life cycle analysis; repair and failure rates for equipment class, specific parts or assemblies, recurring repairs, expected vs actual service life.
 - (d) Equipment cost analysis - capital expenditures, operating expenditures, total cost-of-ownership; comparisons of similar equipment including data from external sources.
 - (e) Exception reports for assets and work order compared against benchmarks and asset class or VMRS job code.
 - (f) Financial models for operating cost analysis.

(l) Integration

- (i) The Solution shall have published APIs or web services by which other City of Winnipeg solutions can access and integrate data.
- (ii) The Solution shall be able to integrate with PeopleSoft software through data exchange (i.e. upload data, import [downloaded] data). This data exchange could be through a variety of mechanisms, such as batch processed formatted text files, real-time web services, etc.
- (iii) The Solution shall extract equipment data from cloud-based service.

E5. TECHNICAL AND NON-FUNCTIONAL REQUIREMENTS

E5.1 In addition to the foregoing requirements, the contractor shall provide the Work and the Solution in accordance with the requirements hereinafter specified.

E5.2 Contractor Support

- (a) The Contractor shall provide detailed documentation that describes:
 - (i) Deployment patterns
 - (ii) Installation instructions
 - (iii) Specific configurations required to support the Solution
 - (iv) Processes necessary to support the Solution
- (b) The Contractor shall provide implementation and project support
- (c) The Contractor shall provide a process for Solution upgrades
- (d) The Contractor shall provide online support for the Solution including an online knowledge base and case management services.
- (e) The Contractor shall provide technical assistance with the implementation of the system.

- (f) Staff Orientation and Solution Training shall include all training required to become proficient users of the Solution. This includes:
 - (i) training for 5 City staff to administer and support the Solution
 - (ii) user-level training for 155
- (g) The Contractor shall provide online support for the Solution including an online knowledge base and case management services.
 - (i) The Contractor shall provide a single point of contact
 - (ii) The Contractor shall provide first, second and third level support
 - (iii) The Contractor shall track and monitor customer submitted bugs
 - (iv) The Contractor shall provide a predefined process and associated expected timelines for trouble resolution may be provided
- (h) A Service Level Agreement (SLA) shall include, at a minimum, the following:
 - (i) Service coverage from 6AM – 8PM Monday to Friday (14 hours per day) excluding statutory holidays;
 - (ii) Eight (8) business hour resolution;
 - (iii) Where resolution cannot be implemented within the limit stipulated in (ii), a mutually agreed upon workaround may be implemented; however, the resolution clock will not stop in such a case;
- (i) The Solution shall allow for annual upgrades of OS and DB.

E5.3 Security

- (a) The Contractor shall provide security implementation guides for the Solution.
- (b) The Contractor shall destroy or securely overwrite all media containing City information when no longer required.
- (c) The Contractor shall ensure that information handling policies, processes and procedures are in place to support the implementation and operation.
- (d) The Solution shall include an anonymizing function to ensure that data from production environments can be sanitized prior to export to non-production environments (e.g. development, test, etc.).
- (e) The Contractor shall provide a multiple environment test environment.
- (f) The Solution shall create audit records for all users (including administrators) to record user activity within the Solution. The following scenarios shall be supported:
 - (i) Reporting tool with pre-set and customizable reporting function;
 - (ii) System audit logs must, be both secure and tamper-proof;
 - (iii) Accessing, creating or updating personally identifiable information and/or system credentials (if applicable) (see MB FIPPA Regulations);
 - (iv) Accessing, creating or updating registration data for a user; or
 - (v) Performing an administrative task on metadata associated with the solution.
- (g) The Solution shall be maintained to industry standard security practices through regularly delivered, vendor managed updates.
- (h) The Solution shall support industry standard cryptographic mechanisms (e.g. SSL/TLS, IPSEC, etc.) to prevent unauthorized access.
- (i) The Solution shall support industry standard cryptographic mechanisms (e.g. SSL/TLS, IPSEC, etc.) to ensure the integrity and confidentiality of information passed between application components and external systems.
- (j) The Solution shall support industry standard cryptographic mechanisms to protect stored information against theft, loss, unauthorized use, disclosure, copying, modification or destruction.

E5.4 Access Control

- (a) The Solution shall have configurable role-based access control (RBAC) where users are assigned one or more roles and the Solution manages access to functions and information based on those roles.
 - (i) Different levels of user access, from full administrative access to work order builder, with various levels in between;
 - (ii) Administrative ability to view all work orders;
 - (iii) Single-User sign-on - Ability to interface with City login.
- (b) The Solution shall guard against password attacks by automatically locking user accounts after a configurable number of failed login attempts.
- (c) The user interface shall scale appropriately based on the size, orientation and screen resolution of the user device.

E5.5 Cloud-Based Considerations

- (a) The Solution shall have documented fleet management capabilities.
- (b) The City must maintain ownership of its data.
- (c) The Solution shall be capable of returning all data to the City in a complete and usable form.
- (d) Appropriate disaster recovery in the event that the primary hosting location is compromised.
- (e) The City's data shall NOT be comingled with the data from any other client.
- (f) The Solution shall support the City's obligation to maintain the confidentiality, privacy and security of its data.
- (g) The Solution shall have technical and procedural controls in place to prevent unauthorized access, use or alteration of City data by the Contractor, its subcontractors, subsidiaries, service providers, agents and employees or any third party.
- (h) The City shall receive prompt notification (within 24 hours of discovery) in the event of any unauthorized access and /or release of information (i.e. information breach).
- (i) In the event that the Contractor will leverage City information for any purpose, the Contractor shall discuss prior to disclosure what information is being used and the purpose for its use.
- (j) The Solution shall have the ability to audit and immutably log all accesses, including that of users, administrative users and any unauthorized access.
- (k) Cryptographic algorithms and methods shall align with the approved NIST cryptography standards.
- (l) The City's data shall be encrypted both while in transit and at rest.
- (m) The Contractor shall ensure clear and timely communication around security incident management, risk management, vulnerability management and incident management.
- (n) The Solution shall have an established and scalable approach to operational change management when expanding Solution service levels for a client.

E5.6 Record keeping requirements

- (a) The Solution shall:
 - (i) Assign records management actions to users based on roles (e.g., create, read, modify, delete, etc.);
 - (ii) Provide the functionality of exporting records and associated metadata into human-readable/viewable formats for manual recordkeeping and management in external locations;

- (iii) Produce a report detailing success or failure during the export process (including identification of those records which generated errors or were not successfully exported;
- (iv) Allow users with appropriate role-based access to permanently delete records that have been authorized for legal destruction; and
- (v) Produce a certificate or report of deletion of records and associated metadata.

E6. OPTIONAL ITEMS

E6.1 Optional Item 1 - Perform integration via implementation of API's of various systems or through batch text files.

- (a) Programming and configuration to perform integration via implementation of API's of various systems or through batch text files.

E6.1.1 Optional Prices are for information purposes only and will not be evaluated as part of Total Bid Price.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.4 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- 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 an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.