



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 492-2021**

**CENTRALIZED DISPATCH FOR ON-DEMAND WHEELCHAIR ACCESSIBLE  
VEHICLE (WAV) SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 CENTRALIZED DISPATCH FOR ON-DEMAND WHEELCHAIR ACCESSIBLE VEHICLE (WAV) SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Central Standard Time, October 12, 2021.

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. PROPONENTS' CONFERENCE**

B3.1 The Proponent shall attend one of two scheduled Proponents' conferences held virtually through Microsoft Teams

(a) at 10:00 A.M. CST on September 14, 2021, or

(b) at 2:30 P.M. CST on September 16, 2021.

B3.2 The Proponent must request the link for Proponents' conference by providing a valid email address to gheather@winnipeg.ca to obtain the TEAMS meeting invitation not later than 9:00 A.M. CST on Monday, September 13, 2021.

B3.3 Due to COVID-19 circumstances, this meeting is being hosted virtually only. You will require a computer or mobile phone, microphone, speakers, and an internet connection to participate.

B3.4 Attendance is mandatory, and the Proposal of any Proponent not having attended will be rejected on the basis that it is non-responsive.

B3.5 The Proponent is advised that, at the Proponents' conference, the desired goals and objectives of the system will be discussed, including how similar systems have been implemented in other cities to date, and how we envision the WPG WAV to work. General requirements for the on-demand centralized dispatch system, the technical tools and necessary reporting as well as customization requirements will be addressed.

B3.6 Proponents' questions must be submitted in writing to the Contract Administrator identified in D8, not later than 9:00 A.M. CST Friday, September 10, 2021.

B3.7 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B3.8 The Proponent is advised that, at the Proponents' conference, they will have an opportunity to clarify requirements.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D8.1.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 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.

- B4.4 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.
- B4.5 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.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

**B5. CONFIDENTIALITY**

- B5.1 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.
- B5.2 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.

**B6. ADDENDA**

- B6.1 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.
- B6.2 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.
- B6.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B6.4 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.
- B6.5 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.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D8.

**B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.
- B7.5 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.
- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 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.
- B7.9 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.

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and
  - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12;
- (c) Project Understanding and Methodology (Section E) in accordance with B13;
- (d) Project Schedule & Implementation Plan (Section F) in accordance with B14;
- (e) Business Requirements (Section G) in accordance with B15;
- (f) Technical & Architecture Requirements (Section H) in accordance with B16; and
- (g) Value-Added Service (Section I) in accordance with B17.

B8.3 Further to B8.1 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.

B8.4 Further to B8.2, 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.

B8.5 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

B8.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B8.6.1 Proposals will **only** be accepted electronically through MERX.

B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B26.1(a); however, the City will not negotiate terms contained in D9.

B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B9. PROPOSAL**

B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B9.2 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.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 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.

## **B10. PRICES**

B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 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.

B10.2 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.

B10.3 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.

B10.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

B11.1 Company Profile

- (a) The proponent should provide the number of years the proponent has been delivering solutions similar to those outlined in this RFP along with a general background of relevant experience including, but not limited to, the following information:
  - (i) Equivalent solution implementation experience for the requirements in this RFP;
  - (ii) Long term relationship with a large complex client that demonstrates successful service provisioning, and implementation of a solution from planning, staging, technology implementation, change management and training;
  - (iii) Details of major customers with an overview of the range of services being provided;
  - (iv) Relevant success factors for each relationship established and maintained; and
  - (v) Number of similar projects implemented within the last five (5) years.
- (b) The Proponent should provide examples of any successful solutions the Proponent has completed in the last five (5) years that are similar in scope, size and complexity, to this project including, but not limited to, the following details:
  - (i) Brief project description (scope);
  - (ii) Size of the project;
  - (iii) Government or private sector;
  - (iv) Solution implemented;

- (v) Duration of project;
  - (vi) Number of resources trained;
  - (vii) Size of project team; and,
  - (viii) Challenges and mitigation.
- (c) Describe your partnership or tier level certification with the software vendor.
- (i) Include the number of years you have been at that partnership or tier certification level.
  - (ii) If your partnership or tier certification level has changed in the last three (3) years provide details on when and why it happened.
- (d) In addition to the information provided for the three (3) references, the Proponent should provide the following information for each reference:
- (i) Clear detailed description of all services provided; and
  - (ii) How the services provided by the Proponent add significant value or solve a business problem(s).

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

### **B12.1 Project Management and Key Personal**

- (a) Provide an organization summary and chart to clearly delineate the proposed project team's structure, membership, and roles for the implementation of the solution. The proponent should demonstrate that the proposed structure is suitable to the project and demonstrates the expertise and understanding to successfully implement the solution. Information should include an organization chart for reference indicating the proponent resources responsible for any work resulting from this project with The City, or a table including:
- (i) Position (title);
  - (ii) Function (single point of contact for the project, sales, reporting and performance management);
  - (iii) Description of function and duties related to fulfilling the contract for the solution resulting out of this RFP;
  - (iv) Team reporting structure;
  - (v) Experience and training required for each position on the project team, including any accessible training or certifications achieved
  - (vi) A description of the delivered services demonstrating the proponent has the organizational scale and structure to meet all the requirements outlined in this RFP with respect to the solution;
  - (vii) Availability for each position on the project team to align with Central Standard Time, Monday to Friday and emergency contact for support 24/7/365);
  - (viii) Include resumes for the proposed project manager and any other staff resources involved in the implementation of the solution, including relevant experience and qualifications beneficial to the successful implementation. Each resume should not exceed the length of two (2) pages single-sided.

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

### **B13.1 Project Methodology**

- (a) Describe your project plan and methodology for implementation of the proposed solution. Include scope, time, and cost, quality of results, human resources, communication, change requests, risk and integration with VFH office. The proponent should provide evidence of how it is going to manage the project, ensure resource availability, and meet project milestones, timelines and quality. The proposed methodology should confirm the proponent has the capacity, experience, and understanding to successfully implement the solution on time and at minimal cost to The City.

- (i) Indicate how you should ensure the implementation of the solution is on schedule;
- (ii) Describe your communication and documentation processes, and technology used to support your proposed methodology;
- (iii) Indicate the required City resources, time requirements for the resources, and schedule;
- (iv) Indicate the tool(s) which should be used to manage the project, if applicable.

#### B13.2 Future Directions

- (a) Describe the long-term release and maintenance model for the proposed solution including but not limited to:
  - (i) Indicate which emerging technologies the Proponent intends to exploit.
  - (ii) Indicate which current technologies the Proponent intends to abandon.
- (b) Describe any patterns or practices that should help with strengthening:
  - (i) Application security;
  - (ii) Integration;
  - (iii) Data transfer;
  - (iv) Network configuration;
  - (v) Hardware architecture; and,
  - (vi) Operating systems.

### **B14. PROJECT SCHEDULE & IMPLEMENTATION PLAN (SECTION F)**

#### B14.1 Project Implementation Plan

- (a) Provide a project implementation plan for the proposed solution to be fully implemented/Go-Live state after a successful proof of concept including, but not limited to, the identification and description of the following:
  - (i) High level task summaries and sequences;
  - (ii) Project stages and scope;
  - (iii) Key project milestones;
  - (iv) Breakdown of tasks within each stage including project start up, customization, configuration, conversion, testing, training;
  - (v) Include the required timelines and resources (for both the Proponent and The City) for the tasks;
  - (vi) Identify required inputs and decision points from The City;
- (b) Describe how the Proponent perceives decision points and approvals should be handled during the project;
  - (i) Estimate the number of hours for City resources by role and stage; and
  - (ii) Describe how your organization ensures customer deployment success. Higher marks will be awarded to Proponents who have a well-defined, formalized process for ensuring successful deployments.

#### B14.2 Risk Management – Implementation

- (a) Identify any potential risks that might arise during the implementation and sustainment of the proposed solution including but not limited to:
  - (i) Timelines and resources impacted by each risk;
  - (ii) Tasks associated in meeting the required data security, privacy, performance and availability as detailed in other sections of this RFP;
  - (iii) Plan to mitigate and avoid potential costs for each risk.
- (b) Describe the Proponent's change management process for the proposed solution to meet specific needs, including the approximate cost to The City and, if applicable, how these costs would be charged.

- (c) Explain how the Proponent can mitigate The City's risk of a network outage of the Proponents system.
- (d) Describe the Proponent's detailed transition plan at the expiration of the Contract to ensure minimal disruption to service delivery.

#### B14.3 Licensing

- (a) Describe the licensing model offered for the proposed solution including but not limited to:
  - (i) Licensing model for the core functionality. Include a description of the core set of features/functionality for the solution;
  - (ii) Any licensing restrictions (i.e. concurrent users, per user);
  - (iii) Licensing model for additional plug-ins;
  - (iv) Licensing model for any code developed by the client;
  - (v) Proponent's process to inform clients of changes to licensing terms;
  - (vi) Describe how the Proponent performs license true up/true down;
  - (vii) List any dependent software licenses required to run the proposed solution.

### **B15. BUSINESS REQUIREMENTS (SECTION G)**

#### B15.1 Dispatch Experience for Customers

- (a) Describe the solution's ability to provide an accessible method of communication for customers with hearing impairment, over the telephone.
- (b) Describe the Proponent's customer service training of operations staff communicating over the phone with the public.
- (c) List and describe the steps for a customer to make a request for service for all communication methods via phone, online website, and mobile application.
- (d) Describe the solution's ability to alert customers on the dispatch status and provide information to the customer after the trip has been dispatched. Describe how the solution achieves this for all communication methods (phone, online website, mobile application).
- (e) Describe the solution's ability to provide the option to ask for a pet-friendly WAV vehicle.
- (f) Describe the solution's ability to capture if the trip involves a certified service animal.

#### B15.2 Dispatch Technology for WAV Drivers

- (a) Describe the solution's technology hardware (device) requirements and how the technology is acquired and installed in approximately 150 WAV vehicles.
- (b) Describe how the solution monitors and maintains technology hardware/device and connections to ensure it is functional, specifically for the city's climate, and warranty information.
- (c) Describe how the solution should make software updates and the solution's ability to be alerted of malfunctioning technology hardware and the process for the technology hardware to be fixed or replaced.
- (d) Describe how the solution notifies an accessible driver of a request for service and how the WAV driver should accept a request for service.
- (e) Describe how the WAV driver uses the dispatch system, including all functions the WAV driver may need to use.
- (f) Describe the solution's ability to provide customer information about the trip to the WAV driver once the trip has been dispatched, including methods of communication with the customer.
- (g) Describe the solution's process and timeframe for making the time-sensitive WAV driver updates.

#### B15.3 WAV Central Dispatch Response

- (a) Describe how the solution accepts a request for service and dispatches the closest available WAV vehicles.
- (b) Describe how the solution ensures requests for service are only dispatched to active WAV drivers.
- (c) Describe how the solution should address a situation where, after receiving a request for service, a WAV vehicle is not available.
- (d) Describe how the solution should communicate an estimated wait time for the customer for their booking method via phone, online website, and mobile application.
- (e) Describe how the solution communicates to customers changes in the estimated arrival time.
- (f) In the event a WAV driver refuses a dispatched trip, describe how the solution should record the WAV driver details (WAV driver ID, WAV vehicle ID, trip details, and any other information), and how this information is communicated back to the VFH office and within what timeframe.
- (g) Indicate the amount of time a WAV driver is allowed to respond to a dispatched trip and describe how the solution manages the situation where a WAV driver fails to respond. Describe how the solution should record the accessible driver details (WAV vehicle ID, WAV driver ID, trip details, and any other information), and how this information is communicated back to the VHF office and within what timeframe.

**B15.4 WAV Central Dispatch Data, Evaluation and Reporting**

- (a) Describe the functionality available in the solution to track:
  - (i) Customer request for service data;
  - (ii) WAV driver data after request for service acceptance;
  - (iii) Other data;

As outlined in E4.4

- (b) Describe the solution's ability to customize a data summary report (a), and provide to The City on a monthly and annual basis or other date ranges.
- (c) Describe the solution's ability and options to have the trip data accessible daily by VFH office.
- (d) Describe the solution's ability to collect feedback on the Central Dispatch and experience from the customer and accessible driver after a trip has been completed.

**B16. TECHNICAL & ARCHITECTURE REQUIREMENTS (SECTION H)**

**B16.1** Technical Requirements are used by The City to assess how the proposed solution should fit within The City's enterprise architecture and to assess the impact of the proposed solution on The City's Information and Communications Technology (ICT) environment.

**B16.2** Provide clear and concise responses to each of the following criteria to demonstrate how the proposed solution should fulfill the requirements.

**B16.3 Solution Architecture**

- (a) Describe the overall architecture of the proposed solution.
  - (i) Provide a diagram showing all components and where applicable, their relationship / dependencies to other components in the solution.
  - (ii) Show technical / functional components such as applications, integrations, databases, and dependencies on other components / technologies.
  - (iii) Each component in the diagram should include a text description that describes the component and its purpose in the solution. It is helpful if the diagram depicts the Proponent's recommended configuration (e.g. servers, integrations) using a proven (tested) and successful implementation.

- (b) Describe the information architecture of the proposed solution. Proponents should include:
  - (i) Logical diagram depicting the data architecture;
  - (ii) Data integration components;
  - (iii) Data access;
  - (iv) Data extraction;
  - (v) Data reporting;
  - (vi) Data flow.

#### B16.4 Security

- (a) Describe the physical security controls of the facility hosting the solution and the audit reports provided to take into consideration physical security.
- (b) Describe in detail all the security features the proposed solution contains to prevent any unauthorized access to City data.
  - (i) Describe the network security infrastructure for the proposed solution (i.e. firewall, VPN, anti-virus/host intrusion software, backup procedures, disaster recovery plan, etc.).
  - (ii) Describe any network security such as DoS, DDOS, end-point protection, intrusion detection.
  - (iii) Clarify if client network traffic access is separated from service provider network access. If so, provide details.
  - (iv) Describe how access would be granted to City administrators and City users, and who controls the security access.
  - (v) Describe the controls that exist to assure that only authorized users (Proponent and client) can change content.
  - (vi) Describe the technologies/solutions in place to prevent data leakage, data exfiltration.
- (c) Describe how the Proponent protects against cyber-attacks, virus threats and hacking.
  - (i) Describe any external penetration testing, including how often the tests are performed and who performs the penetration testing (i.e. the Proponent or a third-party vendor).
  - (ii) If a multi-tenant environment exists, describe what technologies are utilized to provide network traffic and application isolation/separation for clients (e.g. subnet, VPN).
- (d) Describe if the proposed solution is offered via any method other than public Internet (e.g. private MPLS network). If yes, state the method and how many customers have deployed the product using this methodology.
- (e) For all technology applications at The City, access is validated/tracked/audited on a regular basis.
  - (i) Describe what system audit tools or reports are built in the proposed solution that records all activity in the system, and can enable tracking an activity.
  - (ii) Describe how the proposed solution provides access logging capabilities including but not limited to:
    - (i) Data format;
    - (ii) Integration capabilities;
    - (iii) Data retention;
    - (iv) Attributes captured;
    - (v) Encryption of fields (if applicable);
    - (vi) Language used for logs;
    - (vii) Explain how The City should have direct access to this information, including audit reports or if The City should be provided access if requested.

- (f) For Proponent, their partners or sub-contractors with privileged access, clarify if access should be validated/tracked/audited on a regular basis. If so, provide details, including if The City should be provided access to this information, if requested.
- (g) Describe the encryption capabilities of the proposed solution for both web and mobile components, including but not limited to:
  - (i) Backups encryption;
  - (ii) Data encryption in motion/transit;
  - (iii) Data encryption at rest;
  - (iv) Encryption keys management;
  - (v) Encryption key ownership;
  - (vi) Encryption keys rotation period; and
  - (vii) How server-to-server data transmissions are encrypted within data centers.
- (h) Describe how the Proponent would notify The City in the event of a security breach, including who should be allowed access to the Proponent's site, costs associated with any litigation related to the breach, and certification status of the incident handlers.
- (i) Describe the incident response procedures and provide any incident response policies.
- (j) Provide details on notification timelines and communication channels used.
- (k) Provide details on the escalation path and the name, role and contact information of the primary Proponent resource for each level of escalation.
- (l) Provide details on your information security policy including but not limited to:
  - (i) When the information security policy was developed;
  - (ii) Key areas by the policy;
  - (iii) The last date the policy was reviewed;
  - (iv) Frequency the policy is reviewed;
  - (v) Name and title of the parties who signed off on the policy; and
  - (vi) Whether the information security policy should be provided to The City.
- (m) Describe how Proponent or subcontractors would notify The City if law enforcement wants access to their data and what restrictions are there on the use and disclosure of the data. Provide details on notification timelines and communication channels used.
- (n) Clarify if the City may visit the data center facility and or third-party provider if requested to do so, including arranging interviews with select employees when visiting.
- (o) Describe the controls the Proponent has in place to ensure timely removal of systems access which is no longer required for business purposes.

#### B16.5 Information Privacy/Data Recovery & Compliance

In Manitoba, The City of Winnipeg is subject to:

- (i) The Freedom of Information and Protection of Privacy Act (FIPPA)
- (ii) The Personal Health Information Act (PHIA)
- (iii) Payment Card Industry (PCI) Data Security Standard;
- (a) Describe how the solution adheres to the principles and requirements of FIPPA and PHIA, including, but not limited to:
  - (i) collection, use, disclosure, retention, and destruction practices for personal (and personal health) information
  - (ii) physical, administrative, and technological safeguards for personal (and personal health) information
  - (iii) data retrieval for City FIPPA, PHIA, or eDiscovery requests (i.e., tools used, expected timeframe for response, and capability for retrieval);
  - (iv) proper procedures for obtaining and recording consent to receive electronic communications under CASL

- (b) Indicate the City/State/Country where data or information will be stored (e.g. financial, back-ups, disaster recovery, data stored by Proponent partners, etc.).
- (c) Indicate who would have access to The City data (e.g. Proponent, Proponent partners, data host provider, etc.). Proponents should provide details for each party, including their employee roles, as well as an explanation for why access is needed for each.
- (d) In the following events: termination, expiration, dispute, bankruptcy, acquisition by another service provider or merger, describe what happens to The City's data, data backups, and any encryption keys.

#### B16.6 Information Records Management

- (a) The City requires that official records be returned to The City for disposal.
  - (i) Describe the mechanisms in place for The City to extract all or portions of City data, metadata and ensure that the source data is deleted or removed.
  - (ii) Specify the media and storage options. Preferred format is csv and pdf.
  - (iii) If required, describe how would extracts of The City's data be provided to The City on a periodic basis.
  - (iv) Describe the timelines associated with returning all The City's data, documents and metadata upon request by The City.
    - (b) Clarify if City data, metadata, extracts or summaries should be used for any purpose other than providing the solution (e.g. data mining, etc.), and if so, describe what data or summary of data would be shared, for what purpose, if it should be provided automatically and if The City has the option to opt out of this.
- (c) Describe how does the Proponent perform backups, including frequency and how and when backups are destroyed or overwritten.

#### B16.7 Exit Strategy / Termination

- (a) Describe what options are available for customers to extract their data and in what format, if customers can access their backups or request a restore from backup, and any costs associated with the request.
- (b) Describe your process for handling data once it has reached its retention period based on customer data retention policies, including if a certificate of destruction would be provided to The City.
- (c) Describe how the Proponent should assist The City to perform user acceptance tests on the data, documents and metadata extracted from the Proponent's solution to ensure that The City can reuse the data.

#### B16.8 Integrations

- (a) Provide detail of what are the out-of-the-box integration options (e.g. security, ERP, SLA, social networks, cloud storage, etc.), including what real-time integration is supported, and supported data exchange styles (Native API, Web Service, Messaging, ETL, etc.) and standards for data exchange (e.g. HTTP/S, SOAP, REST, JMS, WS-Security etc.).

#### B16.9 Identity Management

- (a) The City uses Microsoft Active Directory 2016 with forest level 2016 as the enterprise directory systems. In addition, The City uses Azure Active Directory as cloud directory.
  - (i) Provide an in-depth description as to how the Proponent's solution application supports Azure Cloud Active Directory and uses identity sources such as MS Active Directory or LDAP 3.0 or higher.
  - (ii) Identify if the proposed solution offers multi-factor authentication capabilities.
  - (iii) Describe how the proposed solution manages the logging and auditing of information with regards to user account lifecycle management (creation, change, and deletion), authentication and access control of information.

#### B16.10 Standards / Auditing

- (a) Provide details of the security standards supported by the solution for data in transit and data at rest.
- (b) Identify the security certifications that exist for physical and logical security of the solution and supporting systems (e.g. ISO/IEC 27001:2015, ISO/IEC 27017:2015, ISO/IEC 27018, SSAE-16 SOC2 and SOC3, Uptime Institute Tier Certification level).
- (c) Describe any third-party security and access management practice audits conducted for the solution, including the last time the audit was performed, on-going frequency and access of these records to The City.
- (d) Identify if there is a vulnerability assessment performed prior to release of the proposed solution, including any regularly scheduled penetration tests of the proposed solution and techniques employed by the Proponent to try to detect and prevent any common vulnerability issues.
- (e) The Proponent should be willing to entertain vulnerability and penetration test assessments conducted by The City or a 3rd party on behalf of The City.

#### B16.11 Availability and Performance

- (a) The proposed solution should have a very high degree of system availability (99%).
  - (i) Describe in detail how high availability is accomplished and how the Proponent measures the performance of the solution including KPIs for availability and throughput (example: expected uptime, number of concurrent users, number of successful requests per minute, number of visits per minute or hour, etc.) and how the solution should perform for users located in Winnipeg (example, latency expected and latency metrics measured and reported).
- (b) The proposed solution should be scalable and account for variable demands. Capacity limits on the proposed service in terms of number of users, number of transactions, number of instances, traffic, throughput, processor cycles, memory, etc. should be identified.

#### B16.12 Business Continuity

- (a) Describe the business continuity plans or disaster recovery plans in place for the solution, including any costs, auditing process and date of last tested.
- (b) Describe if the solution offers geo-redundancy. Describe details including locations and regions.
  - (i) Describe the failover features and associated requirements that the solution supports that would be resilient against both hardware and software component failure AND catastrophic data center facility failure (i.e. failover capabilities to an alternate data center for disaster recovery).
  - (ii) Include the proposed architecture, recovery time objectives (how soon would the solution be up after component failure or facility failure) and recovery point objectives (how much data would be lost in the event of a failure).
- (c) In the case of service degradation or service failure and recovery:
  - (i) Outline how the Proponent should notify The City (i.e. email, letter, phone call, other), the time line for notification to The City (immediately, XX hours, XX days).
  - (ii) In the event a system outage would last longer than one day, describe the contingency process that The City should follow.
    - (i) Provide an effective mechanism for meeting all the requirements outlined in the major components of the work.

#### B16.13 Change and Release Management

- (a) Describe the Proponent's change management and release management processes followed for rolling out bug fixes, minor changes or new releases for the proposed solution.
- (b) For any updates to the service, identify how much advance notice do the Proponent's clients (e.g. The City of Winnipeg) receive and through what channels.

- (i) Provide a schedule of planned maintenance outages for the upcoming year, including date, time, expected duration and details of the maintenance work to be performed.
- (c) Provide a list of all outages, including partial outages, affecting availability of the proposed solution to other customers in the past year (January 1, 2020, to December 31, 2020). Include the:
  - (i) Date and time of outage;
  - (ii) Duration of the outage;
  - (iii) Reason for the outage, such as scheduled or unscheduled maintenance (provide a further reason for any unscheduled outage).

**B16.14 Service Management**

- (a) Describe the Proponent's client support model, including prioritization, response times, resolution commitments, and how The City reports problems, requests and concerns and escalates a reported issue.
- (b) Describe if the proposed service provides a client-side administrative interface.

**B16.15 Service Monitoring**

- (a) Describe how the solution is monitored for any degradation or failure events, including how these events are logged, rectified, and available for review by The City afterwards.

**B16.16 Service Reporting**

- (a) Describe the log data kept by the service, whether client administrators have access to view any of the log data, and if this can be automated, and provided in real time.

**B16.17 Customer Satisfaction**

- (a) Software proponents maintain blogs, discussion forums, webpages that help clients review the customer satisfaction data. Describe the Proponent's process to track customer satisfaction for the proposed solution. Include details such as but not limited to:
  - (i) Reports;
  - (ii) Feedback forms; and
  - (iii) Mechanisms used to solicit customer.
- (b) Describe the processes or mechanisms that the Proponent uses to capture customer feedback including details for using this feedback for new features and enhancements.
- (c) Describe how the Proponent ensures customer deployment success.

**B16.18 User Interface / Accessibility**

- (a) The City requires browser-based solutions to be able to run on at least two mainstream supported browsers as per The City's standards.
  - (i) Describe which internet browsers and versions are supported by the proposed solution.
- (b) Describe the proposed solutions user interface for different types of users (administration, configuration, reporting, approver, etc.).
  - (i) Describe how the proposed solution provides ease of use, ease of navigation, and ease of finding the right information.
  - (ii) Describe the standard built in reports for the proposed solution as related to the objectives of this initiatives. For instance, trips report showing details by day, Month, year and date range.
  - (iii) Describe custom reports that can be created through the systems at no additional cost;
  - (iv) Describe and give examples of customized reports that would be an additional cost;
  - (v) Describe the data dictionary that can be accessed for further data analysis.

- (c) The City uses Google Analytics and AngelFish for web measurements.
  - (i) Describe the proposed solution collect/log web (user access) usage metrics/measurements.
  - (ii) Describe if it is available to the customer and how the information is accessed.
- (d) The goal of The City of Winnipeg design system guidelines is to have a consistent visual identity that all citizens of Winnipeg can immediately recognize. This includes a standard set of colors, wordmark, fonts, image treatment, etc.
  - (i) Describe the capability of the proposed solution to adhere to the City of Winnipeg's design system, Confluence, which is available at <https://winnipeg.ca/designsystem>
  - (ii) Describe how the mobile application(s) incorporates The City's branding. Specify the components that can be configured.
- (e) The City policy for corporate web accessibility standards requires web applications adhere to Accessibility for Manitobans Act, Web Content Accessibility Guidelines (WCAG) 2.1 Level AA and best practices.
  - (i) If the Proponent's solution does not meet web accessibility guideline of WCAG 2.1, describe in detail a plan for the solution to be improved to meet The City corporate web accessibility standards.

#### B16.19 Mobile Applications

- (a) Identify supported mobile environments for both internal (City staff facing) and external (citizen facing) mobile users:
  - (i) Identify any software components that must be deployed to the mobile platform;
  - (ii) Specify if the solution is a web app or a native app for iOS, Android, Blackberry, and Windows for mobile users;
  - (iii) Indicate which operating system (OS) versions the apps support; and
  - (iv) List the languages in which the solution apps are written and specify if they are hybrid apps such as Cordova.
- (b) For both internal City staff and external citizen facing mobile users, if the solution is a web app:
  - (i) List the browser versions the app supports;
  - (ii) Describe the web applications use of responsive design; and
  - (iii) Describe any browser plug-ins the web application requires.
- (c) Describe how the Proponent make the iOS App Store Package (ipa) or Android Application Package (apk) available to The City to reassign and submit to app stores. Specify how often the app is updated.
- (d) Indicate how an independent party performed penetration tests, vulnerability scans, and a security assessment on the proposed mobile application. Provide documents or reports from the independent party.
  - (i) Specify any beta testing of the operating system with Apple, Google, Microsoft, or Blackberry.
- (e) Describe how mobile application patches and security updates are/should be rolled out to customers.
  - (i) Indicate how a test environment can be made available to validate the changes.
- (f) List how credentials are stored in the mobile app. Describe if the expiry of credentials and how it is configurable.
- (g) Once the app is installed on the mobile device, describe what information is it capturing from the device including:
  - (i) The purpose of the information being captured.
  - (ii) The purpose of the application use GPS or geo location tracking and if this can be disabled.

- (iii) If data is stored on the device (ex: for performance cache or for offline use), describe what data is stored and how it is encrypted.

#### B16.20 Proposed Hardware Devices

- (a) Describe how the proponent's devices meets the requirements and standards for cryptography modules that include both hardware and software components (such as Federal Information Processing Standard (FIPS) 140-2), etc.).
- (b) Indicate how the proponent's devices (such as laptops, hard drives or any other proposed hardware for this solution)
  - (i) has the full disk encryption enabled;
  - (ii) has any USB plug in ports.
- (c) Describe if the proposed devices are certified or assured by a third-party.
  - (i) Indicate who is the vendor/manufacturer of the mobile device;
  - (ii) Indicate how often are firmware updated; and
  - (iii) Indicate how the vendor addresses any hardware security related issues.
  - (iv) Indicate how they are going to manage OS update of the mobile devices supplied.

#### B16.21 Development / Customization

- (a) Describe how the Proponent's solution can be customized. Including:
  - (i) Indicate if a toolset would be provided to The City.
  - (ii) Indicate who would own any custom developed code.
  - (iii) Indicate how custom code would be managed during upgrades to the solution.

#### B16.22 Training and Documentation

- (a) Describe the training material, its contents (including training on all safeguards related to personal health information), and training delivery methods for WAV drivers required to operate on the system, including:
  - (i) Type of training session (i.e. instructor led, self-paced, virtual classroom, on site, web based, videos, etc.)
  - (ii) Length of a training session;
  - (iii) Minimum and maximum number of accessible drivers allowed in each training session;
  - (iv) For onsite training, provide details including site requirements for the delivered training solution.
  - (v) A plan for offering on-going training for new WAV drivers as they obtain their WAV drivers licence.
  - (vi) A plan for communication with accessible drivers that have questions after the completion of the training session.

#### B16.23 Support and Maintenance

- (a) Describe the support structure and support included with the Proponent's solution including but not limited to:
  - (i) Services provided as maintenance and support;
  - (ii) Severity levels; rectification times;
  - (iii) Escalation process;
  - (iv) Web resources available;
  - (v) Maintenance – including upgrades, fixes and patches, new releases;
- (b) Describe the Proponent's process for handling issues including customer concerns and service complaints regarding the solution. Include a description of the response time, severity and priority levels, mechanisms for support, resolution and the escalation process.

**B17. VALUE-ADDED SERVICES (SECTION I)**

- B17.1 The Proponent should submit information in sufficient detail for the City to evaluate the Proponent's ability to offer additional Value-Added or Innovative Services for the City by providing:
- (a) for Value-Added Services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business benefits;
  - (b) for Innovative Services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business capabilities;
  - (c) brief details of other Proponent software products that integrate with the Proponent's proposed software tool, if available.

**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) N/A

**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;
- 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 Further to B20.3(b), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of the following:
- 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 D9 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 D9, 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, Personal, and Personal Health Information based on City approved records retention and disposition schedules; and
    - (iv) how the Proponent would address official, time sensitive access to information requests under FIPPA or PHIA.
- B20.5.2 That Confidential Information shall be stored, transported, and transmitted (“Sited”) in a secure jurisdiction by providing:
- (a) written confirmation that Confidential Information shall not be Sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part; or
  - (b) written confirmation that the Confidential Information shall be Sited in a proposed alternative jurisdiction that will apply equivalent or greater protections to the Confidential Information, and that no duplicates or portions thereof shall be sited outside of said proposed alternative jurisdiction, in whole or in part, and shall provide full details of such proposed alternative, including:
    - (i) what Confidential Information will not be Sited in Canada;
    - (ii) under what circumstances the above Confidential Information will not be Sited in Canada; and
    - (iii) where the above Confidential Information will be Sited.
  - (c) 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.
- B20.5.3 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 functionality equivalent standard, as determined by the City, such as the AICPA SOC auditing framework 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).

B20.5.4 The Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of that the Cloud-Based Considerations outlined at B20.5 and the Record keeping requirements at E7 shall be treated in accordance with those sections.

B20.6 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.

B20.7 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.

B20.8 The Proponent shall, within five (5) Business Days of a request by the Contract Administrator provide their Solution's End User Licensing Agreement (EULA) pursuant to E1.3.

## **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](http://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**

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. The City expects that the Proponent would be demonstrating a functional version of their proposed system.

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.

## **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. Proponents are advised that the City will not negotiate requirements related to confidentiality or management of personal information or personal health information.

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; 30%
- (d) Experience of Proponent and Subcontractors; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 5%
- (f) Project Understanding and Methodology (Section E) 10%
- (g) Project Schedule & Implementation Plan. (Section F) 10%
- (h) Business Requirements (Section G) 10%
- (i) Technical & Architecture Requirements. (Section H) 15%
- (j) Value-Added Services (Section I) 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 D5.6.

- 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.
- B26.7 Further to B26.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B26.8 Further to B26.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B12.
- 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 B13.
- 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 B14.
- B26.11 Further to B26.1(h), Business Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.
- B26.12 Further to B26.1(i), Technical and Architecture Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B16.
- B26.13 Further to B26.1(j), Value Added Services will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B17.
- B26.14 Notwithstanding B26.1(d) to B26.1(j), where Proponents fail to provide a response to B8.2(a) to B8.2(g), the score of zero may be assigned to the incomplete part of the response.
- B26.15 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B24.
- B26.16 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.
- B26.17 This Contract will be awarded as a whole.

## **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](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. INTRODUCTION**

D2.1 Since the Vehicles for Hire (VFH) By-law came into effect in 2018 to regulate for hire on-demand transportation services within Winnipeg, an accessibility surcharge of \$0.07 per trip has been charged to both personal transportation provider dispatchers and to taxi dispatchers to encourage a minimum ratio of accessible vehicles within the fleets of service providers.

D2.2 In December 2017, when Council approved the VFH By-law, they directed that revenues collected by the City of Winnipeg from this surcharge were intended to be used to make improvements to the level of accessible service provided by vehicles for hire and that the Public Service should bring forward plans to expend these funds in order to improve service. Approval from Council was received on April 29, 2021 for the VFH division to expend these funds.

D2.3 The On-Demand Accessible Service Framework has been approved by Council as a pilot project to address improvements to accessible on-demand service, in line with the needs of both citizens and the industry, as well as the direction of Council at the time that the VFH by-law was passed.

#### **D3. BACKGROUND**

D3.1 Over the past several years, through consultation with stakeholders (accessible service users, accessible advocacy groups, transportation service providers, and others connected to and reliant on the vehicle for hire industry), the Public Service has consistently heard the following:

- (a) Wait times for an accessible trip are longer than a standard trip;
- (b) The availability of accessible vehicles is not always as consistent as it for standard vehicles;
- (c) Accessible rides take more time to complete than standard trips;
- (d) Accessible vehicles cost more than standard vehicles.

D3.2 As part of a multi-faceted effort to improve on-demand accessible vehicle for hire service, the City intends to provide:

- (a) Focused enforcement related to accessible service to improve education and ensure safety;
- (b) Reimbursement for accessibility training; and
- (c) A centralized accessible trip dispatch system.

D3.3 The Public Service is recommending this dispatch system be known as the WPG WAV or Winnipeg WAV.

D3.4 The City intends to enter into a contract with a vendor to deliver this accessible dispatch service as a 3-year pilot project, beginning in 2021. Using a vendor to act as a dispatcher will enable the City to test the system's effectiveness in improving on-demand wheelchair accessible vehicle (WAV) service. At the conclusion of the pilot, the City will evaluate whether the vendor should continue to offer the service over the long term, with the option of two (2) mutually agreed upon one (1) year extensions, as described in D5.1.

#### **D4. GOALS AND OBJECTIVES OF THE CENTRALIZED DISPATCH PROGRAM**

- D4.1 Equitable service levels for accessible vehicle for hire users as compares with standard vehicle for hire users
- (a) Provides an available WAV on demand;
  - (b) Reduces wait times for accessible service through co-ordinated dispatching;
  - (c) Uses technology to allow for continued engagement by industry users, including opportunities to provide ongoing feedback on the service that is provided;
  - (d) Provides options for service provider type – Accessible Taxi or Accessible PTP. Accessible driver and vehicle license holders' participation in the centralized dispatch for on-demand wheelchair accessible vehicle service is voluntary.
- D4.2 Improved safety
- (a) Trained and qualified drivers – all drivers within the system are required to complete accessibility training and this would be verified by VFH office;
  - (b) Increased confidence – knowing that the most direct or economical route was taken and tracked for reference and auditing processes.
- D4.3 Improved tracking of trips and wait times
- (a) Trip dispatch system tracks the trip, including the time of request, duration (distance and time) of the route taken, to drop-off location and payment;
  - (b) System would allocate trip request to nearest available WAV, allow user to receive an email or text when vehicle is near, and record client trip history.
- D4.4 Provide incentives to drivers and accessible vehicle owners
- (a) Potential financial incentives for both accessible taxi and accessible PTP drivers and vehicle owners who participate in the centralized accessible dispatch system;
  - (b) Use of technology will allow for continued engagement by industry users and their ability to provide on-going feedback on the service that is provided and have service providers compensated for this;
  - (c) Reduced down time by allocating fares and allowing drivers to accepting fares nearest to them;
  - (d) System technology support:
    - (i) Mapping/Route tools to know the quickest route for the trip destination;
    - (ii) Innovative dispatch software, including soft meter technology;
  - (e) Record of trip history and shift summary.

#### **D5. SCOPE OF WORK**

- D5.1 The Work to be done under the Contract shall consist of creating and implementing a central dispatch service that can coordinate and schedule on-demand wheelchair accessible vehicles (WAV) from multiple approved licenced dispatchers from the date of award, to the end of December 2023, with the option of two (2) mutually agreed upon one (1) year extensions.
- D5.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.
- D5.1.2 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.
- D5.1.3 Proponents are 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.

- D5.2 The major components of the Work are as follows:
- (a) Provide a customizable 24/7/365 universal access point where users can request via telephone, website, or mobile application, an on-demand wheelchair accessible vehicle for hire (WAV).
  - (b) Provide on-going operation, support, maintenance, and training of the on-demand dispatch system (WPG WAV or Winnipeg WAV).
  - (c) Provide and install hardware devices in each participating wheelchair accessible vehicle (WAV) such as a secondary mobile data terminal or tablet device, in parallel with their primary dispatcher device in terms of accessible driver's status (signed on, booked on, meter on).
  - (d) Provide accurate data collection and evaluation tools for the on-demand dispatch system, across all active WAV drivers and WAV vehicles, including all trip data for analysis and reporting.
- D5.3 The City intends to complete the following stages within twelve (12) weeks of date of the Award of Contract.
- (a) Project Implementation Plan
  - (b) Technology customization
  - (c) User Acceptance Testing (UAT)
  - (d) Installation of Hardware Devices
  - (e) WAV Driver Training
  - (f) Implementation / Go-Live
- D5.4 Notwithstanding D5.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2021.
- D5.5 Notwithstanding D5.1, 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.
- D5.6 The maximum funds available for this Contract are as follows:
- (a) One-time setup and customization of On-Demand Centralized Dispatch System of up to \$150,000.
  - (b) On-going yearly dispatch operation, hardware and software, including maintenance and training, of up to \$15,000 per month.
- D6. COOPERATIVE PURCHASE**
- D6.1 The Contractor is advised that this is a cooperative purchase.
- D6.2 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.
- D6.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D6.4 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.

- D6.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D6.6 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 D6.4 and D6.5 will apply.
- D6.7 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.
- D6.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

## D7. DEFINITIONS

- D7.1 When used in this Request for Proposal:
- (a) “**AICPA**” means stands American Institute of CPAs;
  - (b) “**Accessible vehicle**” means a vehicle constructed and equipped to permit the loading, transportation and off-loading of individuals who use a wheelchair, or similar device which can accommodate a seated individual, and who cannot self-transfer; and driven by an individual who is physically capable of providing, and trained to provide in compliance with the requirements of the Vehicle for Hire By-law No. 129/2017, transportation services to individuals who use a wheelchair, or similar device which can accommodate a seated individual, and who cannot self-transfer;
  - (c) “**AngelFish**” means Angelfish Software, a self-hosted web analytics tool. Use Angelfish to track your public or private websites, web applications, Intranets and SharePoint;
  - (d) “**Azure Active Directory**” means the built-in solution for managing identities in Office 365;
  - (e) “**Cloud computing**” means the delivery of computing services – including servers, storage, databases, networking, software, analytics and intelligence – over the Internet (“the cloud”);
  - (f) “**Confidential Information**” means any and all information concerning the City, the WAV project, and the Services, that is supplied by or to which access is given to the Consultant by the City or Users or which in any other way comes into the possession or knowledge of the Contractor during the course of performance of the Services (regardless of format or medium), the Solution and this Contract.
  - (g) “**eDiscovery**” means a process of identifying, preserving, collecting, analyzing, reviewing, and producing electronically stored information (ESI). Structured and unstructured data analysis is at the core of eDiscovery;
  - (h) “**ERP**” means enterprise resource planning and is the integrated management of main business processes, often in real time and mediated by software and technology;
  - (i) “**ETL**” means extract, transform, load;
  - (j) “**FIPPA**” means “The Freedom of Information and Protection of Privacy Act”;
  - (k) “**FIPS**” means Federal Information Processing Standard (FIPS) 140-2;
  - (l) “**Google Analytics**” mean a web analytics service offered by Google that tracks and reports website traffic, currently as a platform inside the Google Marketing Platform brand;

- (m) “**GPS**” means global positioning system;
- (n) “**HTTP/S**” means Hypertext Transfer Protocol Secure (HTTPS) and is an extension of the Hypertext Transfer Protocol (HTTP);
- (o) “**ISO**” means International Organization for Standardization;
- (p) “**ISO/IEC 27001**” means the information security management international standard 27001 developed to promote security of information systems through quality system management;
- (q) “**ISO/IEC 27001:2015**” means the information security management international standard 27001 developed to promote security of information systems through quality system management;
- (r) “**ISO/IEC 27017**” means information security management international standard 27017. It provides additional implementation guidance for relevant information security controls specified in ISO/IEC 27002 that are applicable to the provision and use of cloud computing services;
- (s) “**ISO/IEC 27018**” means an addendum to security standard part of the ISO/IEC 27000 family of standards. It is an additional implementation guidance for privacy controls specified in ISO/IEC 27001 that are applicable to the provision and use of cloud computing services;
- (t) “**JMS**” means Java Message Service;
- (u) “**LDAP 3.0**” means Lightweight Directory Access Protocol version 3.0;
- (v) “**Messaging**” means the sending and processing of email and similar electronic communications;
- (w) “**Metadata**” means any data that describes or provides information about other data, including, without limitation, information about such other data’s context, content and structure;
- (x) “**Native API**” mean Application Programming Interface;
- (y) “**PCI**” means Payment Card Industry (PCI) Data Security Standard;
- (z) “**PCI compliant**” means validated compliance with the PCI standards set up by the PCI Security Standards Council to protect customer information and improve security;
- (aa) “**PHIA**” means “The Personal Health Information Act”;
- (bb) “**Proponent**” means any Person or Persons submitting a Proposal for Services;
- (cc) “**PTP**” means personal transportation provider;
- (dd) “**REST**” means representational state transfer;
- (ee) “**SLA**” means Service Level Agreement;
- (ff) “**SOAP**” means a messaging protocol specification for exchanging structured information in the implementation of web services in computer networks;
- (gg) “**SOC**” means Service Organization Control: developed by the American Institute of CPAs (AICPA);
- (hh) “**SOC 1**” means a report or documentation of the internal controls that are likely to be relevant to an audit of a customer’s financial statement;
- (ii) “**SOC 2**” means defined criteria for managing customer data based on five “trust service principles”—security, availability, processing integrity, confidentiality and privacy “SOC3” is a simplified version of SOC2 report;
- (jj) “**Solution**” means the central dispatch service to be prepared and delivered to the City under this Contract.
- (kk) “**SSAE-16 SOC 2**” means Type 2 stands for Standards of Attestations Engagement No. 16, System and Organizations Controls Report 2, Type 2. This AICPA-developed auditing report assesses how well organizations handle data security, system privacy, data confidentiality and data processing processes;

- (ll) **“Taxi”** means a vehicle for hire in respect of which a standard taxi license or an accessible taxi license has been issued;
- (mm) **“UAT”** means user acceptance testing;
- (nn) **“User”** means any citizen who utilizes the Solution for the purposes of booking, tracking, riding, or otherwise requesting or interacting with the City with respect to a WAV.
- (oo) **“VFH”** means Vehicles for Hire;
- (pp) **“VFH Office”** means the Vehicles for Hire office or authorized personal from the Vehicles for Hire office;
- (qq) **“WAV Driver”** means an individual registered with the WAV centralized dispatch which authorizes an individual to operate and to provide, or offer to provide, transportation service by way of an accessible vehicle;
- (rr) **“WAV” or “WAV Vehicle”** means wheelchair accessible vehicle meeting D409 standards and registered with the WAV centralized dispatch which authorized the vehicle to operate as a WAV vehicle;
- (ss) **“WCAG 2.1”** means Web Content Accessibility Guidelines (WCAG) 2.1;
- (tt) **“Web Service”** means is either: a service offered by an electronic device to another electronic device, communicating with each other via the World Wide Web, or a server running on a computer device, listening for requests at a particular port over a network, serving web documents;
- (uu) **“WPG WAV”** means Winnipeg Wheelchair Accessible Vehicle or Winnipeg WAV.

## **D8. CONTRACT ADMINISTRATOR**

D8.1 The Contract Administrator is:

Grant Heather, BA, CPA, CGA  
Manager of Vehicles for Hire  
Telephone No. - 204-986-2785  
Email Address - gheather@winnipeg.ca

D8.2 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.

## **D9. INFORMATION MANAGEMENT**

**The following provisions are in addition to any other obligations of confidentiality contained in these conditions, and must apply to both the Contractor and any technologies used by the Contractor in the provision of the Work (including any Solution, reports, feedback forms, or other methods to solicit customer feedback, even if provided by a third party). In the event of a conflict or inconsistency, the provisions which best protect the confidentiality of the Confidential Information and the privacy of the Users shall govern.**

D9.1 The Contractor acknowledges that FIPPA and PHIA each impose obligations on the City to collect, store, use, disclose, and destroy “personal information” and “personal health information” as those terms are defined in FIPPA and PHIA (each an “Act”) respectively (“Personal Information”) in the strictest of confidence and in accordance with those Acts.

D9.2 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 to which it is given access or which in any other way comes into possession of 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.

- D9.3 The Contractor shall be deemed an “information manager”, as that term is defined by section 44.1 of FIPPA or 1(1) of PHIA, as applicable, and any applicable “Use” of Personal Information by the Contractor or its Representatives shall be done pursuant to the Acts.
- D9.4 All Confidential Information, is and shall remain the property of the City, with the exception of any Personal Information that Users may provide directly to the Contractor in the course of the Services, which remains the property of those Users (“User Information”)
- D9.5 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 Services, the City and/or its Representatives, or the Confidential Information without the prior written authorization of the City.
- D9.6 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 and in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
  - (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and
  - (e) inform its Representatives of the obligations imposed upon it under this Contract, FIPPA and PHIA 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.
- D9.7 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, with the exception of the User 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.
- D9.8 The Contractor must establish and communicate a system by which Users may request copies of, or destruction of, their applicable User Information, and receive either copies or confirmation of same, as applicable, within a reasonable time frame as required by applicable law.
- D9.9 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.
- D9.10 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.

- D9.11 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.
- D9.12 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.
- D9.13 The Contractor must ensure that any third parties utilising the Solution to provide WAV services agree to be bound by the above terms, and to bind their own employees, agents, and representatives to terms no less strict with respect to the same.

## **D10. NOTICES**

- D10.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D10.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D10.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155

## **SUBMISSIONS**

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

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

### **D12. INSURANCE**

- D12.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) Commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with the City as an additional insured. Such liability policy to also contain a cross-liability clause, contractual liability, employer's liability, and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) Non-owned automobile insurance for bodily injury, death, and damage to property to be used directly or indirectly in the performance of the Work in the amount of at least five million dollars (\$5,000,000). Such coverage may be provided on a stand-alone policy or

included in the commercial general liability coverage; Deductibles shall be borne by the Contractor.

- D12.2 Deductibles shall be borne by the Contractor.
- D12.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D12.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D12.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

- D13.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
  - (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D11;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) evidence of the insurance specified in D12;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D14. COVID-19 SCHEDULE DELAYS**

- D14.1 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.
- D14.2 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.
- D14.3 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.
- D14.4 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 D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D14.5 The Work schedule will be adjusted to reflect delays accepted by the Contract Administrator.
- D14.6 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.

## CONTROL OF WORK

### D15. ORDERS

D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### D16. RECORDS

D16.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D16.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D16.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## MEASUREMENT AND PAYMENT

### D17. INVOICES

D17.1 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](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

D17.2 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.

D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D18. PAYMENT

D18.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D18.2 Further to C12 and D19, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **D19. PAYMENT SCHEDULE**

D19.1 Further to C12, payment shall be in accordance with the following payment schedule:

- (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.

D19.2 Holdback

- (a) The City of Winnipeg will hold back 15 percent (15%) of the final progress payment payable 60 Calendar days after project completion. Project shall be considered complete when all contracted work as specified in the Contract has been completed and all Deliverables have been approved by the Contract Administrator.

## **WARRANTY**

### **D20. WARRANTY**

D20.1 Warranty is as stated in C13.

## **THIRD PARTY AGREEMENTS**

### **D32. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

D32.1 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.

D32.2 Further to D32.1, in the event that the obligations in D32 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.

D32.3 For the purposes of D32:

- (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.

D32.4 Modified Insurance Requirements

D32.4.1 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.

D32.4.2 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.

D32.4.3 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.

D32.4.4 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.

D32.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D32.5 Indemnification By Contractor

D32.5.1 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.

#### D32.6 Records Retention and Audits

D32.6.1 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.

D32.6.2 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 D32.6.1 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.

#### D32.7 Other Obligations

D32.7.1 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.

D32.7.2 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.

D32.7.3 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.

D32.7.4 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.

D32.7.5 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.

D32.7.6 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.

### **D33. OWNERSHIP OF SOLUTION AND INFORMATION**

D33.1 Without prejudice to any rights which may exist in favor of the City by virtue of any prerogative rights and powers or by virtue of the Copyright Act of Canada, as amended from time to time, the Contractor assigns all present and future rights in the copyright in those parts of the Solution which have been first created for this City under this Contract ("City Specific Solution Materials") absolutely and immediately to the City. For those portions of the Solution which were already in the possession of the Contractor before the Services and which were not specifically created for the City pursuant to this Contract, the Contractor grants an irrevocable, transferable, sublicensable, royalty free, perpetual, worldwide, non exclusive license to the City to use, modify, merge, and create derivative works from that portion of the Solution indefinitely. Furthermore, the City or any third party granted a right through the City, may use the Solution or any part thereof for, or apply it to, other studies or projects without the Contractor's consent and without any payment or compensation whatsoever. If the City or any third party granted a right through the City elects to so use or apply the Solution to another project, it does so at its own risk and the Contractor shall not be liable in any way for such other use or application or any adverse consequences flowing therefrom.

D33.2 The Contractor expressly waives any claim to moral rights, as provided for in the law of copyright, over the City Specific Solution Materials or any part thereof, created by the Contractor, and the Contractor shall ensure that any agent or employee of the Contractor shall have waived all moral rights, as provided for in the law of copyright, over the City Specific Solution Materials.

D33.3 Further to D33.1, all concepts, products or processes produced by or resulting from the Services rendered by the Contractor in connection with the Services, or which are otherwise developed or first reduced to practise by the Contractor in the performance of Services, and which are patentable, capable of trademark or otherwise, shall be the property of the City.

D33.4 The Contractor shall have a permanent, non-exclusive, royalty-free licence to use any concept, product or process, which is patentable, capable of trademark or otherwise, produced by or resulting from the Services rendered by the Contractor in connection with the Services, for the life of the Services, and for no other purpose or project.

D33.5 The Contractor shall not infringe any copyright, trademark, patent, industrial design, trade secret, moral or other proprietary right of a third party and shall indemnify the City from all claims arising out of such an infringement.

D33.6 If the City or the Contractor is served with a claim or notice of an infringement or alleged infringement of any patent, copyright, trademark or trade name, the Party so served shall immediately give notice thereof to the other Party.

- D33.7 The Contractor shall assist the City in every reasonable way to secure, maintain and defend for the City's benefit all copyrights, patent rights, trade secret rights and other proprietary rights in and to the City Specific Solution Materials.
- D33.8 If the City or the Contractor is prevented by injunction from using any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall, at its own cost, substitute an equally suitable design, device, material or process, all subject to the prior approval of the City.
- D33.9 The Contract, the City Specific Solution Materials, and information provided to or acquired by the Consultant are the property of the City. The Consultant shall not disclose or appropriate to its own use or promotional material, or to the use of any third party, all or any part thereof without the prior written consent of the City. The Contractor expressly waives any claim to moral rights, as provided for in the law of copyright.
- D33.10 Upon expiry or termination of this Contract, the Contractor shall immediately cease all use of the Solution and return to the City all copies thereof, if applicable, and otherwise delete all copies thereof in its possession, including, without limitation, the City Specific Solution Materials, though for the avoidance of doubt, such portions of the Solution which are not City Specific Solution Materials may continue to be used by the Contractor as part of other applications or projects which are not the Solution. For the avoidance of doubt, all information collected by the Contractor as part of the Services and/or contained within the Solution is considered by the City to be Confidential Information, and shall be returned to the City pursuant to the above D9 of this Contract.

## **PART E - SPECIFICATIONS**

### **GENERAL**

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

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.3 The Solution's End User Licensing Agreement (EULA) must either be compliant with all relevant terms of this RFP (including, without limitation, the obligations imposed upon the Contractor by D9) or be sufficiently negotiable to meet the same standard of compliance.

#### **E2. CENTRALIZED ON-DEMAND WHEELCHAIR ACCESSIBLE VEHICLE (WAV) DISPATCH SERVICE**

- E2.1 The Contractor shall provide a solution for effective on-demand central dispatch for wheelchair accessible vehicles (WAV), as well as on-going operation, support, maintenance and training of the on-demand dispatch system (WPG WAV or Winnipeg WAV), in accordance with the requirements hereinafter specified.

#### **E3. SPECIFICATIONS**

- E3.1 Item No. 1: Project Implementation Plan - The Contractor shall provide The City's project team with a proposed implementation plan, and work with The City's project team to confirm the implementation plan based on an approximate Go-Live within twelve (12) weeks after contract award.
- E3.2 Item No. 2: Technology customization for The City of Winnipeg - The Contractor shall work with The City's project team to ensure the solution is customized for The City's brand and specific data collection requirements
- E3.3 Item No. 3: User Acceptance Testing (UAT) - The Contractor shall work with The City's project team to perform system testing, performance testing, full User Acceptance Testing (UAT), and vulnerability testing prior to implementing the solution to a Go-Live state and before the commencement of training.
- E3.4 Item No. 4: Supply and installation of Hardware Devices - The Contractor shall work with the City and WAV owners to supply and install the approved hardware devices in each WAV vehicle. The Contractor shall provide and install hardware devices in each participating wheelchair accessible vehicle (WAV) such as a secondary mobile data terminal or tablet device, in parallel with their primary dispatcher device in terms of accessible driver's status (signed on, booked on, meter on).
- E3.5 Item No. 5: WAV Driver Training - The Contractor shall provide a detailed training plan inclusive of instructor led training. This includes all dispatch system training for current accessible drivers. Training material should include system and application documentation in both soft and hard copies. The Contractor shall provide training opportunities for initial WAV drivers. The Contractor shall provide all relevant training materials to be reviewed, and approved by The City.
- E3.6 Item No. 6: Implementation / Go-Live - The Contractor shall work with The City's project team to plan and prepare for the fully tested system to go-live.

- E3.7 Item No. 7: Post Go-Live – The Contractor shall provide on-going communication, support, maintenance and training including diagnosing and solving issues that may arise. This may also include technology updates. The Contractor shall provide training opportunities for additional WAV drivers as they obtain their WAV driver's licence throughout the contract. The Contractor shall provide on-going operation, support, maintenance and training of the on-demand dispatch system (WPG WAV or Winnipeg WAV).

#### **E4. BUSINESS AND FUNCTIONAL REQUIREMENTS**

##### **E4.1 Communication with The City**

- (a) The Contractor shall provide and maintain an emergency telephone number which The City can contact the WAV Central Dispatch service management or ownership and receive a telephone response within ninety (90) minutes 24/7/365.
- (b) The Contractor shall provide and maintain an email address which The City can send, and the WAV Central Dispatch service can receive, email communication 24/7/365, and respond within twenty-four (24) hours of receiving the request.
- (c) The Contractor shall provide a solution that is consistent with the Vehicles for Hire By-law No. 129/2017 and meets the expectations of the On-Demand Accessible Service Framework - Appendix 1.

##### **E4.2 Dispatch Experience for Customers**

- (a) The Contractor shall ensure that the Solution allows the user to request a ride, track their wait and then the trip, have an account, and allow for payment if they desire.
- (b) The Contractor shall provide a single telephone number, an online website, and a mobile application for the public to connect to the WPG WAV Central Dispatch service to request on-demand vehicles for hire service 24/7/365.
- (c) The Contractor shall identify and dispatch the first available accessible WAV vehicle in the closest proximity to the required location. If the first closest accessible WAV vehicle is not available than the accessible WAV vehicle in the next closest proximity to the required location shall be identified and dispatched, until the request is able to be met in accordance with the parameters to be agreed with the City.
- (d) The Contractor shall provide customization for specific Winnipeg operations, including but not limited to images, logos, header/footer information, and colour scheme.
- (e) The Contractor shall allow for storage of customer profile and information to ensure easy access to current and historical booking information to assist customer service and provide a better customer experience.
- (f) The Contractor's mobile application shall be at a minimum compatible with Android and Apple iOS platforms.
- (g) The Contractor shall be able to provide trips that require certified service animal or specialty mobility devices as needed.
- (h) The Contractor shall ensure that the Solution requires customers to review and accept terms of use in order to download and use the Solution, the terms of which shall be determined by the City in its sole discretion.

##### **E4.3 Dispatch Technology for WAV Drivers and WAV Vehicles**

- (a) The Contractor shall be able to make ongoing WAV driver eligibility updates (WAV drivers added or removed) in real time when information is supplied from the VFH office.
- (b) The Contractor shall be able to make ongoing WAV vehicles eligibility updates (WAV vehicle added or removed) in real time when information is supplied from the VFH office.
- (c) The Contractor shall provide and install hardware devices with approved VFH office specification into each participating wheelchair accessible vehicle (WAV). For the avoidance of doubt, and without limiting any of the City's rights pursuant to the General

Conditions of this Agreement, the Contractor shall be solely responsible for any damages that may occur to a WAV as a result of the installation of the hardware device.

- (d) The Contractor shall ensure that the Solution requires drivers to review and accept terms of use in order to download and use the Solution, the terms of which shall be determined by the City in its sole discretion.

#### E4.4 WAV Central Dispatch Response

- (a) The Contractor shall provide customers and the VFH office with real-time information on available and dispatched WAV vehicles through the mobile application.
- (b) The Contractor shall register user requests, as received, in a systematic database, and allocates the trip to the nearest available WAV vehicle.
- (c) The Contractor shall provide customers and the VFH office, through GPS tracking, with real-time information on trip data, from the time of request, duration and mapping of the route taken, to drop off location and payment.
- (d) The Contractor shall provide the VFH office backend access to the GPS mapping function to see what vehicles and drivers are logged on, driver status as well as their current location.
- (e) The Contractor shall provide Customer reporting to the VFH office on customer data as required by VFH office. The reports shall include but not limited to:
  - (i) Date and time of customer request for service
  - (ii) Location of customer request for service (Latitude/Longitude)
  - (iii) Origin and number of customer request for service for each method (Phone/Online/App)
  - (iv) Number of trips canceled after request for service was dispatched
  - (v) Final trip status of each customer request for service
  - (vi) Payment type and amount if required
- (f) The Contractor shall provide Driver and Vehicle reporting to the VFH office on active and available vehicles, including the number of trips completed or declined, time of trips and other reporting data as required by VFH office. The reports shall include but not limited to:
  - (i) Date and time of accessible driver when request for service accepted
  - (ii) Location of accessible driver when request for service accepted (Latitude/Longitude)
  - (iii) WAV vehicle number of vehicle when request for service accepted
  - (iv) WAV driver number of accessible driver when request for service accepted
  - (v) Date and time the accessible driver arrives at pick-up location
  - (vi) Date and time of customer drop off
  - (vii) Location of customer drop off (Latitude/Longitude)
  - (viii) Driver and vehicle log on details
  - (ix) Driver reviews/vehicle review
  - (x) Acceptance rate
- (g) The Contractor shall provide accurate data collection and evaluation tools for the on-demand dispatch system, including but not limited to accurate wait time information across all active WAV drivers and WAV vehicles, as well as collection of all trip data for analysis and reporting. The data shall include but not limited to:
  - (i) Average time for accessible driver to accept dispatched trip
  - (ii) Accessible Taxi vs Accessible PTP trips
  - (iii) Number of trips unaccommodated (including date/time and reason)
  - (iv) Average customer wait-times (request for service to driver arrival)
  - (v) Customer phone request for service wait times
  - (vi) Number of trips being reassigned due to driver unavailability
  - (vii) Number of trips with service animals

- (viii) Number of trips with specific company being requested
- (ix) Any system downtime information
- (x) Total number of trips per WAV driver and WAV vehicle
- (xi) Quantitative customer feedback metrics and information (customers will still be advised to contact 311 to report qualitative compliments or complaints)
- (xii) Accessible driver feedback metrics and information

#### E4.5 Support and Maintenance

- (a) The Contractor shall confirm in writing that all functionality being described within your proposal is available within the current version of the solution which is in full production and not any kind of testing or development phase.
- (b) The Contractor shall provide the VFH office in writing any issues including customer concerns and service complaints regarding the solution. Include a description of the response time, severity and priority levels, mechanisms for support, and the escalation process.
- (c) Prior to installation, the Contractor shall provide a detailed implementation plan at the commencement and a detailed transition plan at the expiration of the contract regarding what measures will be taken to minimize interruptions to service delivery.
- (d) The Contractor shall also provide detailed end of contract transition plans. These implementation and transition plans will be required to be signed off by The City.

### **E5. TECHNICAL REQUIREMENTS**

#### E5.1 Security

- (a) The Contractor shall provide a copy of their information security policy.
- (b) The Contractor shall provide a copy of the results from the most current penetration testing for the version of the proposed solution to The City's Corporate Security Information Security group to review.

#### E5.2 Information Privacy/Data Recovery & Compliance

- (a) The Contractor shall build the Winnipeg WAV solution to reflect applicable City FIPPA requirements such as collection notification statements.
- (b) The Contractor shall build the Winnipeg WAV solution to reflect applicable City PHIA requirements, such as collection notification statements.
- (c) The Contractor shall be PCI compliant and provide a copy of the PCI certification and /or attestation of compliance report, if applicable.
- (d) The Contractor shall sign the Information Management agreement with The City.

#### E5.3 Business Continuity

- (a) The Contractor shall provide a copy of their Business Continuity Plan.

#### E5.4 Standards / Auditing

- (a) The Contractor shall provide a copy of certification level (or compliance report) in any of the following:
  - (i) ISO/IEC 27001
  - (ii) ISO/IEC 27017
  - (iii) ISO/IEC 27018
  - (iv) SSAE-16 SOC2
  - (v) SOC3

#### E5.5 Change and Release Management

- (a) The Contractor shall provide a detailed schedule of change management and release management for rolling out bug fixes, minor changes or new releases for the proposed solution.
- (b) The Contractor shall provide a schedule of planned maintenance outages for the upcoming year, including date, time, expected duration and details of the maintenance work to be performed.

## **E6. TRAINING AND SUPPORT**

### **E6.1 Training and Support:**

- (a) The Contractor shall provide an onboarding session to introduce the platform, subscription details, communication structure between The City and Contractor, and provide a demonstration of how to fully utilize the proposed solution.
- (b) The Contractor shall provide the onboarding session either online or in-person, but shall allow for two-way communication between the Contractor and the City.
- (c) The Contractor shall provide troubleshooting resources online or in-person when required.
- (d) The Contractor shall provide ongoing advice and guidance to VFH Office and IT Administrators on the adoption of upgrades and changes to the platform when/where available.

### **E6.2 On-going Support and Service**

- (a) The Contractor shall provide unlimited access to system.
- (b) The Contractor shall provide continued Maintenance of PCI Compliant Payment Devices, if applicable.
- (c) The Contractor shall provide ongoing Contractor support and maintenance services for all software and hardware components.
- (d) The Contractor shall be available for technical support and assistance to the City via a local Winnipeg telephone number or a toll-free telephone number at which service and support requests may be placed from Monday-Friday, 8:00 A.M. – 4:30 P.M. Central Standard Time excluding statutory holidays.
- (e) The Contractor shall provide timely (within 24-hours) access to reports and analytics.

## **E7. RECORD KEEPING REQUIREMENTS**

### **E7.1 The Solution provided by the Contractor shall:**

- (a) Assign records management actions to users based on roles (e.g. create, read, modify, delete, etc.);
- (b) Provide the functionality of exporting records and associated metadata into human-readable/viewable formats for manual recordkeeping and management in external locations;
- (c) Produce a report detailing success or failure during the export process (including identification of those records which generated errors or were not successfully exported);
- (d) Allow users with appropriate role-based access to permanently delete records that have been authorized for legal destruction by The City; and
- (e) Produce a certificate or report of deletion of records and associated metadata.

## **APPENDIX**

**APPENDIX 1 - ON-DEMAND ACCESSIBLE SERVICE FRAMEWORK.**

**APPENDIX 2 – FIPPA SECTION 44.1(1)-(5)**

**APPENDIX 3 – PHIA SECTION 25**