



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 131-2022**

**MOBILE APPLICATION TO PROVIDE ACCESS TO NICHE RMS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 MOBILE APPLICATION TO PROVIDE ACCESS TO NICHE RMS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 28, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

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

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B28.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices; and
  - (c) Form N – Requirements.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B12;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B13;
  - (c) Project Understanding and Methodology (Section E) in accordance with B14;
  - (d) Project Schedule (Section F) in accordance with B15;
  - (e) Business Requirements (Section G) in accordance with B16;
  - (f) Technical Requirements (Section H) in accordance with B17;
  - (g) Training and Support (Section I) in accordance with B18; and
  - (h) Value-Added Services (Section J) in accordance with B19.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B7.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.6.1 Proposals will **only** be accepted electronically through MERX.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B28.1(a).

B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL**

B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.1.2 Prices stated in response to B9.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D21. Any such costs shall be determined in accordance with D21.

B9.1.3 Implementation costs should include the following where applicable:

- (a) Perpetual licensing costs for software.
- (b) Installation and Setup – Provide costs for complete installation, configuration and testing of the solution.
- (c) Administrator Training – Provide costs for training Winnipeg Police Service system administrator resources and providing IT technical documentation.
- (d) Train the Trainer Training – Provide costs for training City staff trainers, geared to how the Solution is configured for the City of Winnipeg. (These City staff trainers will in turn train end users of the Solution.) Include costs of training documentation.
- (e) If third party software products or specialized enhancements are required to provide the complete solution as specified, provide perpetual licensing or license purchase costs and other related implementation costs.

B9.1.4 Ongoing costs should include the following where applicable:

- (a) Subscription licensing costs for software.
- (b) Maintenance and support for software, including upgrades, hosting fees, and annual licensing/subscription costs if vendor is providing software as a service or is providing software subscription using a different mode.
- (c) Additional subscription-based licensing costs for non-handheld device-based software which may include third party software.

B9.1.5 Further to B9.1.3, for any configuration work that requires the acquisition of third-party software or dedicated funds to the creation of the customized features, a one-time cost as part of implementation is expected.

B9.1.6 Further to B9.1.4, for the ongoing use / licensing and support of the solution where the licensing is under the Proponent's control, a subscription model is mandatory.

B9.1.7 The total cost of all the items should be within the total funding allocated to this RFP as stated in D3.5.

B9.2 If third-party software products are required to provide the complete solution as specified, provide annualized ongoing support costs for these third-party products.

B9.3 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B9.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.5 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. INSTRUCTIONS**

B10.1 The Proponent should provide their Proposal responses according to the following rules:

- (a) The RFP response should be prepared in a clear and concise manner, using the table format where provided.
- (b) Do not refer in an answer to another question and do not refer to other documents other than an appendix supplied by the Proponent.
- (c) Include any additional information that you feel may be helpful, either following the tables, in separate sections of your response, or in an appendix at the end of the Proposal.

B10.2 Proponents are expected to examine the entire RFP including all specifications, standard provisions, and instructions.



B10.3 The Proponent must make it very clear where exceptions are taken to the specifications and how the Proponent will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of the City's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the Proposal. If the Proponent does not make it clear that an exception is being taken, the City shall assume the Proponent is responding to and will meet the specification as written.

**B11. FORM N - REQUIREMENTS**

B11.1 Proponent shall complete Form N – Requirements, making all required entries.

**B12. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

B12.1 The Proponent should have project experience within the last 5 years in providing services involving similar requirements and complexity for two Canadian Law Enforcement Agencies at production level capacity (not proof of concept nor pilot project) where there is a minimum of 200 sworn officers per agency. Describe the details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management of the two projects.

B12.2 For each project listed in B12.1, the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) client (company or organization name)
- (d) reference information (one current name with telephone number and email per project).

B12.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B12.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

**B13. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B13.1 Describe your approach to overall team formation and coordination of team members.

B13.1.1 Include an organizational chart for the Project.

B13.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B13.1.1.

B13.3 For each person identified, list two comparable projects in which they have played a primary role. If a project selected for a key person is included in B12.1, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (one current name with a telephone number and email per project).

**B14. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B14.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B14.2 Methodology should be presented in accordance with the Scope of Services identified in D3. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B14.3 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements.
- B14.4 For each person identified in B13.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

**B15. PROJECT SCHEDULE (SECTION F)**

- B15.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B15.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

**B16. BUSINESS REQUIREMENTS (SECTION G)**

- B16.1 In response to the Business Requirements in Form N - Requirements, the Proponent should provide a brief explanation of how the Solution:
- (a) Provides the ability to track and share identification and location data in real-time, using a map on the handheld device, for all application users and warrants in the area.
  - (b) Provides the functionality to connect to and conduct Niche RMS searches of occurrence, persons, businesses, vehicles and locations.
  - (c) Provides search capabilities that work in the same way as Niche RMS in terms of:
    - (i) Use and functionality of wildcard and special characters
    - (ii) Date format is YYYY/MM/DD
    - (iii) Participation in Address Verification
    - (iv) Similar display characteristics in table format
    - (v) Indicating when a name is an alias and
    - (vi) Indication when the entity has a caution or flag associated with it;
  - (d) Provides the functionality to create, manage, email to the user and export Digital Notes using voice dictation, manual text entry, attached digital evidence and format as a PDF file.
  - (e) Provides Digital Notes that have the following characteristics:
    - (i) Locking and occurrence linking behaviour
    - (ii) The circumstances where multiple Digital Note entries are combined
    - (iii) Versioning and metadata availability
    - (iv) GPS data is included as well as the ability to disable the GPS for citizen safety reasons;
  - (f) Provides the functionality to export videos, photos, scene sketches and audio statements into the on-premises Niche installation as well as via an industry standard DEMS API with Canadian data hosting. Specify the DEMS products and vendors that support the functionality with the Solution. Describe how audio and video length limits are configurable.

- (g) Captures Driver's License information by showing where the data from the Driver's License is captured and displayed on the handheld device application.
- (h) Provides Digital Evidence features that
  - (i) Create audio statement transcripts that are searchable
  - (ii) Includes GPS data that can be disabled where citizen safety is a concern
  - (iii) Allow for retakes of photos;
- (i) Works with an industry standard DEMS API with Canadian data hosting by specifying the DEMS products that support the DEMS functionality outlined in Form N – Requirements.
- (j) Provides E-Ticketing capability which interfaces with the jurisdictions court system, by using an existing Canadian Law Enforcement Agency as an example of a current production installation.
- (k) Provides Advanced Interactivity with capabilities to participate in Niche RMS workflows and to access and update tasks.
- (l) Can make phone calls within the Solution's application once provided contact information;
- (m) Provides the ability to collect Audit data that records user activity in the application and the date and time of the action taken including any changes made to data within the application.
- (n) Provides user account management with password protection including a means to automatically lockout users in the event of multiple incorrect login attempts. This account security behaviour should be available within the product but may also participate with the device security for the handheld client device.
- (o) Provides authentication by participating in multi-factor authentication and further ensuring the user's rights and privileges are matched to the user's roles in Niche.
- (p) Participates in authentication methods listed:
  - (i) Windows Active Directory
  - (ii) TLS Authentication involving PKI based certificate authority
  - (iii) Niche Proprietary authentication (username / password) often referred as NDS Authentication; and
- (q) Provides functionality where a Mobile application operates while online and offline where the Solution should provide features that are available while the application is offline that saves the user's activity and data. Then when the application comes online, the application is able to resume sharing / saving information using the saved data.
- (r) Provides role-based security within the application(s) including a description of the available roles and their capabilities.

## **B17. TECHNICAL REQUIREMENTS (SECTION H)**

B17.1 In response to the Technical Requirements in Form N - Requirements, the Proponent should provide a brief explanation of how the Solution meets or implements the following:

### Operating Systems

- B17.1.1 The applications run on the prescribed operating system based on the device they are using, namely
- (a) iOS13 for iPhones
    - (i) Include any information on other handheld device operating systems supported;
  - (b) Windows 10 Professional for workstations; and
  - (c) Windows Server 2019 or Windows Server 2022 for servers.

### B17.2 Compatibility

- B17.2.1 The data is stored on a SQL Server installation, versioned at 2019 or higher.

- B17.2.2 All Proponent-provided hardware (if any), software, and firmware fully integrate with current Winnipeg Police Service technical infrastructure including Windows operating systems, and any other dependent third-party software. Furthermore, describe how the Solution maintains compatibility and functional interface as described throughout these requirements with future upgrades of:
- (a) Niche RMS implemented at WPS;
  - (b) server and client based operating systems; and
  - (c) any other data storage or virtualization technologies, throughout the life of the agreement.
  - (d) Proponent shall specify the full list of technical specifications required for the Solution.
- B17.2.3 The Solution's web-based workstation software is compatible with Chromium-based web platform such as Chrome or Edge on Chromium.
- B17.3 Documentation
- B17.3.1 Describe the specifications and documentation that will be made available to ensure a successful implementation of the Solution.
- (a) Minimum Hardware Specifications:
    - (i) Describe the minimum hardware specifications required for the handheld (iOS based) device to nominally operate the software, as applicable, in the Solution.
    - (ii) Describe the minimum hardware specifications required for the desktop / laptop devices to nominally operate the software, as applicable, in the Solution.
    - (iii) Describe the minimum hardware specifications required for the server devices to nominally operate the software, as applicable, in the Solution.
- B17.3.2 The Proponent should provide a copy of the Solution's
- (a) Terms of Use;
  - (b) Customer Contract; and
  - (c) End User Licensing Agreement (EULA) as applicable.
- B17.3.3 Describe how security is implemented for the proposed Solution.
- B17.4 Backup and Restore
- B17.4.1 Describe the options available to backing up and restoring the application's data and list which components are under the control of the Administrator within the role-based security.
- B17.5 Solution Architecture
- B17.5.1 Describe how the Solution will provide an Administrative module(s) that is available outside of the handheld device that offers all required administrative functions to manage Solution settings including but not limited to accounts, security, and client and server behaviour.
- B17.5.2 Describe how the Solution will participate in using Virtual Private Network (VPN) to access the WPS network.
- B17.5.3 Describe how the Solution's application for the handheld device will be deployable using industry standard Mobile Device Management such as Workspace One.
- B17.5.4 Describe the overall architecture of the proposed Solution. Include any relevant models / diagrams and descriptions necessary to convey the following architectural perspectives of the Solution (Technology, Data, Application and Cloud-based).
- (a) Technical architecture: The Solution architecture for all on-premise elements including but not limited to handheld devices, servers (including their primary purposes), workstation-based clients and networking expected. Include the additional elements required for high availability that is supported.

- (b) Data architecture: Provide a high-level data-flow diagram from end-user applications to the target data stores within the Solution. Include any references to data / information that is persisted and managed internal to the Solution and/or linked to any external systems.
- (c) Application architecture: Describe the discrete modules and components of the Solution, and how they relate to the required functions of the Solution. Include a description of the underlying technology platform (e.g. .Net, Java, etc.) and industry standards on which the Solution is based. Within your description, include any and all third-party applications / components delivered within the core Solution and/or external components on which the Solution is dependent. Highlight any software components that will require the WPS to procure licenses from third-parties in order to operate the Solution. Indicate all your supported browsers and/or platforms.
- (d) Cloud-based architecture: Describe the Solution architecture for all cloud-based elements including any web-based API's the Solution has the capability of participating in. Include information that indicates whether externally hosted services have information security controls leveraged by the Solution that is certified through a SSAE16 / SOC2 audit or similar methodology. Further, the Proponent should ensure clear and timely communication around security incident management, risk management, vulnerability management and incident management of any cloud-hosted component to the Contract Administrator.

#### B17.6 Performance

B17.6.1 Describe the expected performance and related tools of the Solution for concurrent activities.

- (a) Performance Load: Describe the maximum number of concurrent users the Solution can handle and provide acceptable performance. Describe any limitations that should be considered and provide details on how to scale to twice the number of concurrent users.
- (b) Performance Monitoring: Describe the tools available within the Solution that allows for the monitoring of Solution capacity.

#### B17.7 Information Security

B17.7.1 Describe how information is secured within the Solution.

- (a) Local Data Store: The Solution should not store any sensitive data locally unless protected by City of Winnipeg-approved encryption mechanisms.
- (b) Password Attacks: The Solution should guard against password attacks by automatically locking user accounts after a configurable number of failed login attempts.
- (c) User Inactivity: The Solution should contain a mechanism to suspend or cancel a user session after a configurable period of inactivity.

### B18. TRAINING AND SUPPORT (SECTION I)

B18.1 In response to the Training and Support Requirements not listed as mandatory in Form N - Requirements, the Proponent must provide a brief explanation of how the Solution meets the following:

B18.2 Succession Plan

B18.2.1 Describe how the Proponent is able to provide support through sudden personnel changes experienced by the Proponent.

- (a) Succession Plan: Proponent should provide an outline of their current succession plan or if applicable provide an escrow agreement.

B18.3 Upgrades and Patches

- B18.3.1 Describe how support includes upgrades and patches.
- (a) Security Vulnerabilities: The Proponent should minimally have a quarterly cycle for the Solution software to address known and critical security vulnerabilities.

**B18.4 Ongoing Support**

- B18.4.1 Describe how the Solution provides support for the user.
- (a) In-App Support: The availability of in-app support which should report a problem directly to the vendor / contractor and have the capability to ask a question or provide feedback.
- (b) Service Level Agreements: The Proponent should describe the support and maintenance services post-implementation including Service Level Agreements (SLA), for both software and hardware components. Include delineation between tasks for which the WPS will be responsible vs. those that your support services will provide. Include any additional information regarding support that may be of interest to the WPS including but not limited to:
- (i) Emergency Level where the system is completely non-responsive;
  - (ii) Urgent Level where Business or Technical Requirements are not operating as they should and are adversely affecting important business processes for a significant group of users;
  - (iii) Business Administrator Level where administration queries can be processed;
  - (iv) Training Level where assistance in support of bolstering the WPS Trainer knowledge in order to support the members is required; and
  - (v) Enhancement Level where new features are requested.
- (c) Describe the types of business and/or technical support offered during
- (i) the implementation; and
  - (ii) ongoing support and maintenance. Include any limitations, restrictions, or constraints for accessing your support services.

**B19. VALUE ADDED SERVICES (SECTION J)**

- B19.1 The Proponent should specify what value-added services or features are available with their proposal above and beyond what has been specified in PART E - . The Proponent should specify if there are any costs, limits or conditions for their availability. Include additional features and modules that integrate with the proposed solution.

**B20. DISCLOSURE**

- B20.1 Various Persons provided information or services with respect to this Work. Each Person provided a sample installation of their existing solution to showcase the potential of the available technology that has been implemented in the industry. They have also provided cost estimates to implement these solutions to allow for appropriate budgeting levels to be established by the City. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure.
- B20.2 The Persons are:
- (a) Faction Four
  - (b) Mobile Innovations Inc.
  - (c) Niche Technology Inc.
  - (d) Intergraph Canada dba Hexagon Safety and Infrastructure

## **B21. CONFLICT OF INTEREST AND GOOD FAITH**

- B21.1** 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.
- B21.2** 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.
- B21.3** In connection with its Proposal, each entity identified in B21.2 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.
- B21.4** Without limiting B21.3, 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.
- B21.5** Without limiting B21.3, 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 B21.4 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.

B21.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B22. QUALIFICATION**

B22.1 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.

B22.2 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>

B22.3 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;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B22.4 and D8).
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

B22.4 Further to B22.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B22.5 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.

## **B23. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B23.1 Proposals will not be opened publicly.

B23.2 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).

B23.3 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).

B23.3.1 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.

B23.4 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.

#### **B24. IRREVOCABLE OFFER**

B24.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B24.2 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.

#### **B25. WITHDRAWAL OF OFFERS**

B25.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

#### **B26. INTERVIEWS AND PRODUCT DEMONSTRATIONS**

B26.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B26.2 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 Solution. The demonstration is to be made available within fifteen (15) days of the Contract Administrator providing notice to the Proponent.

B26.3 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 product demonstrations.

#### **B27. NEGOTIATIONS**

B27.1 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.

B27.2 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.

B27.3 If, in the course of negotiations pursuant to B27.2, 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.

#### **B28. EVALUATION OF PROPOSALS**

B28.1 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 B22:                                 | (pass/fail) |
| (c) | Form N - Requirements: Requirements listed as mandatory:   | (pass/fail) |
| (d) | Total Bid Price;   | 10%         |
| (e) | Form N - Requirements: Requirements not listed as mandatory;   | 5%          |
| (f) | Experience of Proponent and Subcontractor; (Section C)   | 25%         |
| (g) | Experience of Key Personnel Assigned to the Project; (Section D)   | 3%          |
| (h) | Project Understanding and Methodology; (Section E)   | 2%          |
| (i) | Project Schedule; (Section F)  | 5%          |
| (j) | Business Requirements; (Section G)   | 20%         |
| (k) | Technical Requirements; (Section H)  | 15%         |
| (l) | Training and Support Requirements; (Section I) and   | 10%         |
| (m) | Value-Added Services. (Section J)  | 5%          |
- B28.2 Further to B28.1(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.
- B28.3 Further to B28.1(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.
- B28.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B28.1(a) and B28.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B28.5 Further to B28.1(d), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.5.
- B28.6 Further to B28.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B28.6.1 Further to B28.1(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.
- B28.7 Further to B28.1(c) and B28.1(e), requirements in Form N - Requirements will be evaluated considering the information requested and submitted in accordance with B11.
- (a) Further to B28.1(c), requirements listed as mandatory are scored on a pass/ fail basis. Proponent submission shall meet these mandatory requirements in order to be deemed in compliance. If the explanation in the Comments column indicates the proposed solution meets the requirements in some way other than as stated, the City of Winnipeg, at its sole discretion, will deem if the deviation is acceptable.
  - (b) Further to B28.1(e), requirement not listed as mandatory will be scored in accordance with the response provided by the Proponent.
- B28.8 Further to B28.1(f), 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 B12.

- B28.9 Further to B28.1(g), 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 B13.
- B28.10 Further to B28.1(h), 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 B14.
- B28.11 Further to B28.1(i), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.
- B28.12 Further to B28.1(j), Business Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B16.
- B28.13 Further to B28.1(k), Technical Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B17.
- B28.14 Further to B28.1(l), Training and Support will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B18.
- B28.15 Further to B28.1(m), Value-Added Services will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B19.
- B28.16 Notwithstanding B28.1(d) to B28.1(m), where Proponents fail to provide a response to B7.1(c), B7.2(a) to B7.2(h), the score of zero may be assigned to the incomplete part of the response.
- B28.17 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B26.
- B28.18 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.
- B28.19 This Contract will be awarded as a whole.

## **B29. AWARD OF CONTRACT**

- B29.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B29.2 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.
- B29.2.1 Without limiting the generality of B29.2, 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.
- B29.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B29.4 The City may, at its discretion, award the Contract in phases.

- B29.5 Further to B29.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B29.6 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
- B29.6.1 The Contract documents as defined in C1.1(p) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B29.7 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.
- B29.8 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. BACKGROUND

D2.1 The WPS aims to deploy a Mobile Application Solution capable of accessing and supplying information to our existing on-premises Niche RMS system as well as share information within users of the application in support of public safety, crime suppression and officer safety.

D2.2 Given the current plan the City intends to use 150 handheld / iPhone devices for the initial period and may extend the device count up to 700 after the first year following the Go Live Date.

#### D3. SCOPE OF SERVICES

D3.1 The Work to be done under the Contract shall consist of a Mobile Application to Provide access to Niche RMS, supplying client and server software including any configuration and maintenance to be performed directly by the Contractor or through provided documentation and ongoing support, as part of the Solution that meets the requirements further described in this document.

D3.2 The Work to be done under the Contract shall consist of:

(a) Providing the following "Professional Services" commencing from the Start Date:

(i) acquiring, installing, implementing, configuring, testing, and providing support for an on-premise hosted Solution which includes all components of the Solution as described herein; and

(b) providing an annual subscription and support for the Solution. The subscription and support for 150 handheld device-based implementations including the support for all server and non-handheld client implementations as part of the Solution will run for the period of one (1) year from the Go Live Date, with the option of five (5) mutually agreed upon one (1) year extensions.

D3.2.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D3.2.2 Changes resulting from such negotiations shall become effective on the anniversary of the Go Live Date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.2.3 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.

D3.3 The major components of the Work are as follows:

- (a) Training
- (b) Configuration
- (c) Installation
- (d) Testing
- (e) Support

D3.4 The City will provide the following:

- (a) Host servers
- (b) Virtual servers
- (c) VMware licenses
- (d) Operating System licenses
- (e) MS SQL Server Enterprise licenses
- (f) MS Windows client workstations/desktops/and laptop computers
- (g) Handheld devices
- (h) Mobile Device Management

D3.5 The funds available for this Contract are \$120,000.00.

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

D4.1 The Contractor is advised that this is a cooperative purchase.

D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.

D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

#### **D5. DEFINITIONS**

D5.1 When used in this Request for Proposal:

- (a) **“Alias Entity”** means the person, address or business within the Niche RMS which has been identified as the alternate record to represent the entity within the records management system;

- (b) “**DEMS API**” means Digital Evidence Management System Application Programming Interface;
- (c) “**Canned Text**” means phrases, sentence snippets or entire sentences that are used to consistently convey ideas and situations commonly referred to as part of using the application;
- (d) “**Cautions**” means an indicator that signifies special information about the entity that suggest risk and should be heeded according to data within Niche RMS;
- (e) “**Client Platform**” means a handheld device, laptop, tablet or workstation;
- (f) “**CPIC**” means Canadian Police Information Centre;
- (g) “**Digital Evidence**” means audio, video, images and related text and any combination of same that has value in the provisioning of law enforcement;
- (h) “**Digital Notes**” means data entered by the application user in a combination of techniques, including text, voice recording and transcription or handwriting to store data electronically;
- (i) “**Flags**” means an indicator the signifies useful information associated with the entity according to data within Niche RMS;
- (j) “**Go Live Date**” means the date on which the Solution is being used in production within the City of Winnipeg systems;
- (k) “**GPS**” means Global Positioning System;
- (l) “**Multi-factor Authentication**” means a method of logon verification where at least two different factors of proof are required;
- (m) “**Niche RMS**” means the Records Management System provided by Niche Technology Inc.;
- (n) “**Niche RMS Data Window**” means a display of information within the Niche RMS application that contains information retrieved from the Niche RMS database;
- (o) “**Niche RMS Document Template**” means a Niche construct that is used in defining the appearance and behaviour of a document to create a report;
- (p) “**Niche RMS special character handling**” means particular methods employed that are represented by special characters used in Niche searching and data entry to improve capabilities;
- (q) “**Niche RMS Tasks**” means a construct within Niche RMS that defines assignment of actions required of the user to fulfill business processes or practices;
- (r) “**Niche RMS Workflow**” means a specific construct used to represent the primary process to notify or signal action to be taken through contained communication in the RMS;
- (s) “**Offline**” means the client devices are able to function in a limited fashion but are not connected to any node in the system;
- (t) “**Online**” means the client devices are able to function at full capacity and interact with the WPS-based systems;
- (u) “**Primary Entity**” means the person, address, or business within Niche RMS which has been identified as the foremost record to represent the entity within the records management system;
- (v) “**Proponent**” means any Person or Persons submitting a Proposal for Services;
- (w) “**PSP/PIP**” means Public Safety Portal / Police Information Portal;
- (x) “**Real-Time**” means a system in which changed data is available as feedback to other nodes in the system; in this case the delay is expected to be within 120 seconds on average;
- (y) “**Scene Sketches**” means hand drawn or device-assisted portrayals of incident location environment to supplement the understanding of the physical aspects of an incident;
- (z) “**Solution**” means the software program to be provided by the Contractor pursuant to this Contract. For the avoidance of doubt, the term Work, as used in this Contract, includes the



provision of the Solution, but is not limited to the provision of the Solution, and also includes the additional scopes of Work (configuring, testing implementing and providing support) as detailed pursuant to D3;

- (aa) “**Start Date**” means the date on which the parties agree to commence the work; and
- (bb) “**WPS**” means Winnipeg Police Service.

## **D6. CONTRACT ADMINISTRATOR**

D6.1 The Contract Administrator is:

Howard Epp  
Project Leader

Telephone No. 204-782-6835  
Email Address.: hepp@winnipeg.ca

D6.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

## **D7. NOTICES**

D7.1 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.

D7.2 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.

D7.3 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

## **D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D8.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;

- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **SUBMISSIONS**

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

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

### **D10. INSURANCE**

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) where the Contractor is required to perform work on site, commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) where the Contractor is required to perform work on site, if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence; and
- (c) Professional liability in the amount of at least five hundred thousand (\$500,000) per claim and one million dollars (\$1,000,000) in the aggregate. Professional liability to remain in place during the performance of the Work and for twelve (12) months after Go Live Date.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.

D10.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D10.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

### **D11. SUBCONTRACTOR LIST**

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

## **D12. INFORMATION MANAGEMENT**

- D12.1 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act (“FIPPA”, the “Act”) imposes obligations on the City to collect, store, use, disclose, and destroy “personal information”, as that term is defined in FIPPA, (“Personal Information”) in the strictest of confidence and in accordance with that Act.
- D12.2 For the purposes of D12, any reference to “Representatives” shall mean the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, and other representatives of the Contractor.
- D12.3 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all information and materials (regardless of form or medium) acquired by it, or to which it is given access during the course of the performance of the Contract, and any copies thereof (the “Confidential Information”). For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D12.4 The Contractor shall be deemed an “information manager”, as that term is defined by section 44.1 of FIPPA, and any collection, storage, use, disclosure, or destruction of, or access to (collectively, “Use”), Personal Information by the Contractor or its Representatives shall be done pursuant to the Act.
- D12.5 Further to D12, all Confidential Information (meaning any and all information concerning the City, the Project, and the Services, that is supplied by or to which access is given to the Contractor by the City or which in any other way comes into the possession or knowledge of, or is stored by or otherwise accessed by, the Contractor during the course of performance of the Services (regardless of format or medium), including “Personal Information” as defined by The Freedom of Information and Protection of Privacy Act (FIPPA)), is and shall remain the property of the City. For clarity, this section does not speak to ownership of Information which may be disclosed to the Contractor or its Representative pertaining to a City employee directly by such City employee in the course of that employee’s use of the Services in a personal capacity. 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, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the City.
- D12.6 Further to D12, while this Contract is in effect and at all times thereafter the Contractor shall:
- D12.7 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;
- D12.8 ensure that access to the Confidential Information is only provided or permitted on a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
- D12.9 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;
- D12.10 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
- D12.11 inform its Representatives of the obligations imposed upon it under this Contract and FIPPA and shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements, if requested.

- D12.12 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information (in a form satisfactory to the City) Tender No. 131-2022 Addendum and shall thereafter destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.
- D12.13 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: the standards the Contractor has in place to protect its own confidential information; or the standards imposed on the Contractor by the City.
- D12.14 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.
- D12.15 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.
- D12.16 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.
- D12.17 The Contractor shall legally bind all employees, agents, Subcontractors, officers, and directors of its organization (where applicable) to the protection of privacy and information handling for all Confidential Information via written agreements which contain protections no less strict than those contained within the Contract, and in compliance with any additional requirements imposed by FIPPA or the Manitoba Personal Health Information Act (“PHIA”) and any other applicable legislation.

## **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 D9;
    - (ii) evidence of the insurance specified in D10;
    - (iii) the Subcontractor list specified in D11; and
    - (iv) the direct deposit application form specified in D17.
  - (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 The Work schedule will be adjusted to reflect delays accepted by the Contract Administrator.
- D14.5 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.
- D14.6 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. RECORDS**

- D15.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D15.2 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.
- D15.3 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**

### **D16. INVOICES**

- D16.1 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)
- D16.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of work performed;

- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

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

#### **D17. PAYMENT**

D17.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

#### **D18. PAYMENT SCHEDULE**

D18.1 Payment Schedule (Progress Payments)

- (a) The Proponent should 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.

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

#### **WARRANTY**

##### **D19. WARRANTY**

D19.1 Warranty is as stated in C13 from the Go Live Date.

#### **DISPUTE RESOLUTION**

##### **D20. DISPUTE RESOLUTION**

D20.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D20.

D20.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D20.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D20.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.

- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
  - (i) The Contract Administrator;
  - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
  - (iii) Department Head.
- D20.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D20.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D20.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D20.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D20.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

### THIRD PARTY AGREEMENTS

#### D21. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D21.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.
- D21.2 For the purposes of D21:
  - (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.
- D21.3 Indemnification By Contractor
  - D21.3.1 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.
  - D21.3.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
    - (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
    - (b) any damage to or loss or destruction of property of any person; or

- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation;  
in relation to this Contract or the Work.

#### D21.4 Records Retention and Audits

D21.4.1 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.

D21.4.2 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 D21.4.1 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.

#### D21.5 Other Obligations

D21.5.1 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.

D21.5.2 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.

D21.5.3 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.

D21.5.4 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.

D21.5.5 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.

D21.5.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.





## **PART E - SPECIFICATIONS**

### **GENERAL**

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

- E1.1 These Specifications shall apply to the Work of the Contractor and Services Provider (if applicable), including the Solution.
- E1.2 Any substitutes approved by the City as an approved equal or an approved alternative during the RFP process may be read into the Contract in every instance where a brand name or design specification is used in this Part E.
- E1.3 The Solution's End User Licensing Agreement (EULA), as well any other agreement which the Contractor and/or Services Provider (if applicable) request to have signed, or agreed to, by the City (such as Terms of Service), must either be compliant with all relevant terms of the Contract (including, without limitation, the obligations imposed upon the Contractor and/or Services Provider (if applicable) or be sufficiently negotiable to meet the same standards.

#### **E2. SERVICES**

- E2.1 The Contractor shall provide a Mobile Application to Provide access to Niche RMS in accordance with the requirements in Form N - Requirements and hereinafter specified:
- E2.2 The Work shall include provision of all items, services, and resources required for the complete functioning of the proposed Solution, including but not limited to the cost of all applications, software (including 3rd party), add-ons, patches, peripherals / accessories, installation, configuration, testing, licensing, initial annual subscription, professional support, and/or training.
- E2.3 The Contractor shall provide support for City system administrators on incidents according to the Service Level Agreement. As well, the Contractor shall provide support to City System administrators post-implementation who require advice or have questions on how to reconfigure the Solution to meet evolving business needs.
- E2.4 The Contractor shall provide maintenance and support for the Solution, including upgrades, updates, patches, incident diagnosis and hosting (if applicable).
- E2.5 WPS shall supply all hardware and related operating system and data storage software for any application servers, database servers, client workstations and client handheld devices. Operating System and Compatibility requirements for the devices are listed in Form N - Requirements.

#### **E3. REQUIREMENTS**

- E3.1 **Business Requirements** – The Proponent shall have as part of the Solution:
- (a) Map displaying user locations
  - (b) Search Capabilities
  - (c) Digital Notes
  - (d) Digital Evidence Capture
  - (e) Driver's License Data Capture
  - (f) E-Ticketing Capability
  - (g) Advanced Interactivity
  - (h) Auditing
  - (i) User Account Management
  - (j) Authentication

- (k) Offline Behaviour
- (l) Account Security

### **E3.2 Technical Requirements**

- (a) Operating Systems
- (b) Compatibility
- (c) Backup and Restore
- (d) Solution Architecture

### **E3.3 Training and Support**

- (a) Provide Training as follows:
  - (i) Administrative Training to 3 Technical Administrators and 5 Business Administrators
  - (ii) Train the Trainer Training to 20 Users and Supervisors and
  - (iii) Technical guidance training for 6 Technical Administrators to perform scheduled maintenance.
- (b) Upgrades and Patches
- (c) Ongoing Support – Provide Technical Support 24 hours per day, 7 days per week

## **E4. IMPLEMENTATION AND SUPPORT**

### **E4.1 Implementation shall include the following:**

- (a) Training
- (b) Configuration
- (c) Installation
- (d) Testing
- (e) Support

### **E4.2 Ongoing Support and Maintenance continue after Implementation and are subject to the terms and conditions and in line with a Service Level Agreement to be outlined and agreed upon which meets the relevant requirements described in Form N - Requirements.**

- (a) Emergency support in response to a critical level failure in the solution as described in the Service Level Agreement on a 24-hour, 7 days per week basis;
- (b) Business Administrator, Training Level and Enhancement support – The Contractor shall provide support for WPS system administrators on incidents Monday to Friday, 8 am to 5 pm Central time. As well, the Contractor shall provide support to WPS system administrators post-implementation who require advice or have questions on how to reconfigure the Solution to meet evolving business needs;
- (c) Urgent Level support where Business or Technical Requirements are not operating as they should and are adversely affecting important business processes for a significant group of users at an elevated level of support to be determined.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE (LEVEL 2)

#### SECURITY CLEARANCE FOR WORK AT WINNIPEG POLICE SERVICE BUILDINGS OR STATIONS

- F1.1 The City will conduct a Level Two Security Clearance Check for:
- (a) owner(s), members of the Board of Directors and persons with controlling interest in the company; and
  - (b) any individual proposed to perform Work under the Contract for the Winnipeg Police Service.
- F1.2 The Contractor shall provide the Contract Administrator with:
- (a) a list of individuals identified in F1.1:
    - (i) within five (5) Business Days of the Award of Contract; or
    - (ii) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
  - (b) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck> . Form P-608 must be signed and dated.
    - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Bid/Proposal.
- F1.3 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
- F1.4 Any company for whom a satisfactory Level Two Security Clearance is not obtained for all owner(s), member(s) of the Board of Directors; and persons with controlling interests in the company will not be qualified for award of Contract.
- F1.5 Any individual proposed to do the Work for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work for Winnipeg Police Service.
- F1.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check.
- F1.7.1 The Contract will be terminated with any Contractor should any owner(s), member(s) of the Board of Directors; or persons with controlling interest in the company fail to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check.
- F1.7.2 Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract for the Winnipeg Police Service.

F1.8 If a person fails a Winnipeg Police Service security clearance check at any level, they will not be able to apply for another clearance for 2 years.