



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 575-2007

PROVISION OF I.T. SYSTEM SUPPORT SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF I.T. SYSTEM SUPPORT SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 5, 2007.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

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

B3.2 If the Bidder finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Bidder 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 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 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 Bidders by issuing an addendum.

B3.5 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 Bidder who made the enquiry.

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

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder 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.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals 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.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- 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 Bidder 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 Substantial Performance and 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 Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder 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 Bidder bidding that approved alternative may base his 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 B14.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal;
- (b) Form B: Prices; and
- (c) Form C: Qualifications and Experience ;

B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

B7.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.4 Note that WFMA will not pay for any costs incurred by bidders during the bidding process.

B7.5 Bidders shall submit **one (1) unbound original** and one **(1) unbound printed copy**.

B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the proposal document, including the General Conditions, may result in the Bid being determined to be non-responsive.

B7.8 The Proposal shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B7.8.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.

B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.10 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. PROPOSAL

B8.1 The Bidder shall complete Form A: Proposal, making all required entries.

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

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;

- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B8.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.
- B8.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item, for each year, of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 The Bidder shall state **an hourly rate which includes all disbursements and profit.**
- 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.

B10. QUALIFICATION

- B10.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder 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.
- B10.2 The Bidder 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B10.4 The Bidder shall provide a detailed description of qualifications and experience: Qualification giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Bidder's/Subcontractors qualification to undertake the Work.
- B10.5 The Bidder shall provide, in his Proposal:
 - (a) Qualifications and Experience:
 - (i) The technical proposal must address all mandatory and point rated evaluation criteria specified herein.
 - (ii) Bidders are advised that only listing experience without providing any supporting information describing responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purpose of this evaluation. The bidder should provide complete details as to where, when (month and year), how, and through which activities/responsibilities experience was obtained.
 - (iii) For individuals experience gained during formal education will not be considered work experience. All requirements for work experience must have been obtained in a work environment as opposed to an educational setting.
 - (iv) Technical proposals should contain, in this order, details of firm and details of the proposed consultants. This will be used to demonstrate experience against the mandatory and rated criteria.
 - (v) Technical proposals must address all mandatory and point rated evaluation criteria specified herein. Note that the same individual can be listed for more than one position, as assignments will not be concurrent.
- B10.6 The Bidder 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 Bidder and of any proposed Subcontractor.

B11. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B11.1 Proposals will not be opened publicly.
- B11.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B12. IRREVOCABLE OFFER

B12.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Proposal.

B12.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Proposal.

B13. WITHDRAWAL OF OFFERS

B13.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Proposal withdrawn.

B13.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B14. INTERVIEWS

B14.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process. The interview will determine suitability, cultural fit and to demonstrate their level of understanding of the constraints, issues, risks, opportunities related to the assignment.

B15. NEGOTIATIONS

B15.1 The City reserves the right to negotiate details of the Contract with Bidders.

B15.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal; the City will not necessarily pursue negotiations with any Bidder.

B15.3 If, in the course of negotiations pursuant to B15.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

B16. EVALUATION OF PROPOSALS

B16.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) Compliance by the Bidder with the mandatory requirements of the Bid Opportunity (pass/fail);
- (b) Qualifications of the Bidder, if any, pursuant to B10 (pass/fail);
- (c) Evaluated Bid Price 60%;
- (d) Qualifications & Experience 40%
- (e) economic analysis of any approved alternative pursuant to B6.

B16.2 Further to B16.1(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.

B16.3 Further to B16.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

B16.4 Further to B16.1(c), the Evaluated Bid Price will be evaluated considering all costs to the City.

- (a) Proposals shall make it clear what work is in scope in the Proposal and what work is out of scope or considered to be work only the City staff can do. In the face of ambiguities in the Proposal, then the City will use the interpretation of the ambiguity that results in the largest cost estimate.
- (b) Proposals will be evaluated and scored in accordance with specific evaluation criteria to be considered responsive a bidder must obtain a minimum pass mark of 70% to be considered.

B16.5 Further to B16.1(d), Qualifications & Experience shall be evaluated in accordance with the following:

- (a) The experience of the proposed resources must be clearly identified by providing a summary description of the previous projects worked on and how the specific criterion was applied.
- (b) The demonstrated experience that the proposed personnel has over and above the requirement.
- (c) The proposed personnel have obtained the experience, supporting how the assignment contributes to demonstrating the experience requested.
- (d) Bidders are reminded that the evaluation team will look for the following details against the identified relevant experience describing when evaluating this section:
 - (i) A number referencing assignment of the proposed person's resume.
 - (ii) The name of the project.
 - (iii) The Start Date, End Date and Duration in months of the assignment.
 - (iv) Client Organization for which the proposed personnel worked during the assignment.

- (v) Description of the experience obtained by the proposed personnel through the specific assignment.
- (e) The evaluation team will assess only the information presented in each proposal and the interview and will use this information to make a judgement as to the appropriateness and completeness of the answer provided.

B16.6 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, 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.

B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- C0.2 A reference in the 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.

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of I.T. system support services for the period of Award of Contract to December 31, 2007 with the possibility of two (2) - one (1) year extensions, in accordance the applicable Specifications.

D2.2 The major components of the Work are as follows:

- (a) The Contractor will work under the direction of the Project Administrator for the content of all work products to carry out the following:
 - (i) Provide expert guidance on the features and capabilities of RTA Fleet Management;
 - (ii) Work with WFMA to integrate RTA Fleet management software into WFMA operations;
 - (iii) Carry out research, collecting and analysing information required to support decision making;
 - (iv) Recommend integration strategies as needed;
 - (v) Provide project management expertise for improvement projects;
 - (vi) Identifying candidate business processes for redesign and suggesting a recommended course of action for their adoption; and
 - (vii) Facilitate the planning, designing and management of organizational change in conjunction with the Contract Administrator.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2007.

D2.4 Notwithstanding D2, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. BACKGROUND

D3.1 Winnipeg Fleet Management Agency is a Special Operating Agency of the City of Winnipeg. The WFMA primary mandate is to provide vehicles for use by the City of Winnipeg operating departments. Over the last several years WFMA has been transforming itself, moving to a life cycle management model for its fleet and seeking to become a quality driven, cost effective and

efficient organization. This transformation has required that the organization move from a repair centric organization to one that is focused on its total value proposition.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) "RTA" means Ron Turley Associates Fleet Management Software;
- (b) "WFMA " means Winnipeg Fleet Management Agency.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Monty G. Perham, Financial Coordinator
Winnipeg Fleet Management Agency
770 Ross Avenue, Winnipeg, Manitoba R3E 1C6
Telephone No. (204) 986-4741
Facsimile No. (204) 783-1135

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

D6.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D6.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D7.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D7.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D7.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D7.4 Ownership of Intellectual Property

- (a) All, drawings, calculations, designs, plans, specifications, and other data, information produced (including computer printouts) to carry out the Services contemplated in this Agreement are solely the property of the City. The City may permit the Consultant to use

the Intellectual Property for specific purposes, upon written request to the Contract Administrator.

D7.5 Information

- (a) The Contractor acknowledges that he has been or may be provided with confidential information about the City during the course of this assignment.
- (b) The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any information of the City of which the Contractor has been or hereafter becomes informed, whether or not developed by the Consultant, including, but not limited to, the resultant reports, if any, to be provided.
- (c) This paragraph shall not apply, however, to such information as the Contractor may necessarily be required to disclose or use in connection with the services which it is obligated to perform under this Agreement.
- (d) The City shall have the right to obtain injunctive relief, without bond, for violation of the terms of this paragraph and the terms of this paragraph shall survive the term of this Agreement.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. QUALIFICATIONS AND EXPERIENCE

- D9.1 The technical proposal must address all mandatory and point rated evaluation criteria specified herein.
- (a) Bidders are advised that only listing experience without providing any supporting information describing responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purpose of this evaluation. The Bidder should provide complete details as to where, when (month and year), how, and through which activities/responsibilities experience was obtained.
 - (b) For individuals experience gained during formal education will not be considered work experience. All requirements for work experience must have been obtained in a work environment as opposed to an educational setting.
 - (c) Technical proposals should contain, in this order, details of firm, details of the proposed consultants experience as per the format shown This will be used to demonstrate experience against the mandatory and rated criteria.
 - (d) Technical proposals must address all mandatory and point rated evaluation criteria specified herein.
 - (i) **Note:** The same individual can be listed for more than one position, as assignments will not be concurrent.

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 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 D8;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

CONTROL OF WORK

D11. JOB MEETINGS

- D11.1 Regular weekly job meetings will be held as required at the request of the Contract Administrator.
- D11.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

MEASUREMENT AND PAYMENT

D12. PAYMENT

- D12.1 Further to C11, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D13. PAYMENT SCHEDULE

- D13.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E2. GENERAL RESPONSIBILITIES

E2.1 The Contractor shall keep the Contract Administrator fully advised and informed during each step of the Services and shall, if requested by the Contract Administrator, attend meetings to discuss, provide information on or present the reports provided for under this Agreement.

E2.2 The Contractor shall comply with all municipal, provincial and federal laws, regulations, by-laws, policies and orders in the performance of this Agreement.

E2.3 Appropriate research and implementation methodologies shall be used on all assignments. Where third-party information is used, the Consultant shall make every reasonable effort to ensure its accuracy.

E2.4 Consulting Services shall be provided to the extent required and authorized by the City. The scope of assignments may change from time to time as requirements are identified.

E3. REQUIREMENTS

E3.1 WFMA is seeking the services of a company capable both of providing advice on transformation of its fleet management operations and of augmenting WFMA fleet management, maintenance and other resources on an as and when required basis. The contractor will be expected to integrate with WFMA, conduct research to support evidence based decision making based on priorities established by the WFMA management team and to assist with the management of change across the organization.

E3.2 A key part of the current WFMA strategy is to exploit the capabilities of its fleet management software, "RTA Fleet Management" <http://www.rtafleet.com/>. This software is being leveraged to more fully enable the organization to move to a proactive organization with a managed process management capability.

E3.3 The purpose of this request for proposal is for Winnipeg Fleet Management Agency to have ongoing and flexible access to resources to support RTA in the following categories:

- (a) Project Management;
- (b) Senior Analyst;
- (c) Consultant / Analyst;
- (d) Management Support; and
- (e) Administrative Assistant.

E3.4 These resources will not only be accountable for providing advice but for actually executing the work necessary to address constraints on the WFMA's contributions to its client's needs but to implement the necessary changes required to achieve the new steady state.

E3.5 During the course of the contract one or more resources may be used in any number or roles. There is however no commitment on the part of WFMA to use any specific role any amount or at all. The contractor can bid the same individual for the different roles, as it is the intention to have minimal contracting resources at the lowest cost possible.

E4. MANDATORY CRITERIA

- E4.1 The firm must demonstrate, in one page or less, that it has a clear understanding of the objectives and outcomes which WFMA has planned, their implications and that it has a demonstrated track record, of assisting organizations in achieving these. The winning firm will also be able to show how its past experience will contribute to WFMA's successful transformation and that it sees its role as a partnership in this process.
- (a) Firms not able to demonstrate either experience or understanding of WFMA's requirements or to show how past experience will contribute to WFMA's successful transformation to the satisfaction of the evaluators will be rejected.
- E4.2 The bidder must show they have the current capability to provide Project Management services.
- (a) The Project Management provides direction on the development, and modification of RTA and provides advice in the use of RTA as part of WFMA operations. On occasion the Project Manager may work directly as an agent of change. A Project Manager will typically only be used when a project involves more than one contracted personnel or City of Winnipeg Employee .
 - (b) The bidder must provide an experience profile showing the availability of Project Manager with the following capabilities:
 - (i) Demonstrated two years experience in a Project Management role
 - (ii) Demonstrated one years experience with using RTA
 - (iii) Demonstrated one years experience working with a public sector fleet management organization having more than 1500 vehicles
 - (iv) Demonstrated ability to communicate, written and oral, in English; and
 - (v) Ability to be on site in Winnipeg at WFMA at least 30% of the time for the duration of the contract.
- E4.3 The firm must demonstrate it has the capability to provide Analyst, Management Support and Administrative Assistant resources to address gaps in resource by providing the resumes of at least two individuals (beyond those identified in the Project Manager and Senior Analyst role) certified as being available to WFMA and compliant with the skills and experience identified for each.

E5. PURPOSE

- E5.1 This document defines the requirements for services Winnipeg Fleet Management Agency intends to acquire through a contracted firm. The exact requirement for resources will vary throughout the period of the contract but is not to exceed two hundred thousand (\$200,000) the period ending December 31, 2007 and three hundred thousand (\$300,000) in each option year period starting January 1 of the option year and ending December 31, of the option year should the option period be exercised by WFMA.

Note that at any point during the RFP process, the WFMA Contract Administrator may choose not to proceed with the services.

E6. STATEMENT OF WORK

- E6.1 The contractor will work under the direction of the Contract Administrator, who will define and approve the content of all deliverables.

E7. FIRM

- E7.1 The firm must demonstrate it has a clear understanding of the objectives and outcomes which WFMA has planned, their implications and that it has a demonstrated track record, of assisting organizations in achieving these. The winning firm will also be able to show how its past experience will contribute to WFMA's successful transformation and that it sees its role as a partnership in this process.

- E7.2 In addition the firm must demonstrate it is capable of providing:
- (a) A Project manager with experience on a minimum of one business transformation project conducted in a public sector Fleet Management Setting having at least 1500 vehicles;
 - (b) A Project manager with experience on one project involving RTA in the last two years; and
 - (c) A Senior Analyst that has experience evaluating fleet logistics information and developing plans to act on the findings.
- E7.3 The firm must demonstrate it has the capability to identify gaps in staffing, recommend staffing alternatives and provide Analyst and Administrative Assistant resources to bridge to the desired steady state. The contractor can bid the same individual for the different roles, as it is the intention to have minimal contracting resources at the lowest cost possible.
- E7.4 Resources
- (a) Note that if any resources proposed at this time are not available at any time throughout the project the WFMA Contract Administrator may require, at their discretion, that any replacement resource be evaluated and interviewed using the criteria and process described in this RFP. Any costs associated with this evaluation will be borne by the supplier. Any substitution at the start of the assignment may, at the discretion of the Project Authority, result in the termination of the contract and a follow on contract being awarded to the next compliant bid.

E8. PROJECT MANAGER

- E8.1 The bidder must show they have the current capability to provide Project Management services.
- E8.2 The Project Management provides direction on the development, and modification of RTA and provides advice in the use of RTA as part of WFMA operations. On occasion the Project Manager may work directly as an agent of change. A Project Manager will typically only be used when a project involves more than one contracted/City of Winnipeg employee.
- E8.3 The bidder must provide an experience profile showing the availability of Project Manager with the following capabilities:
- (a) Demonstrated two years experience in a Project Management role;
 - (b) Demonstrated one year experience with using RTA;
 - (c) Demonstrated one year experience working with a public sector fleet management organization having more than 1500 vehicles;
 - (d) Demonstrated ability to communicate, written and oral, in English; and
 - (e) Ability to be on site in Winnipeg at WFMA at least 30% of the time for the duration of the contract.

E9. SENIOR ANALYST

- E9.1 The bidder must show they have the current capability to provide Senior Analyst services by providing the resume of at least one resource that meets the profile of the Senior Analyst role and certifying that this person is available to work at WFMA.
- E9.2 The Senior Analyst provides direction on the development, and modification of RTA and provides advice in the use of RTA as part of WFMA operations. On occasion the Senior Analyst may work directly as an agent of change.
- E9.3 The bidder must provide an experience profile showing the availability of an analyst with the following capabilities:
- (a) Demonstrated three years experience as a senior analyst;
 - (b) Demonstrated two years experience with using RTA;

- (c) Demonstrated two years experience working with a public sector fleet management organization having more than 1500 vehicles;
- (d) Demonstrated ability to communicate, written and oral in English; and
- (e) Ability to be on site in Winnipeg at WFMA at least 30% of the time for the duration of the contract.

E10. ANALYST

- E10.1 The bidder must show they have the current capability to provide Analyst services by providing the resume of at least one resource that meets the profile of the Analyst role and certifying that this person is available to work at WFMA.
- E10.2 The Analyst analyses requirements to determine how best to address them using RTA and develop manual procedures and processes to facilitate the use of RTA by WFMA management and staff.
- E10.3 Demonstrated experience conducting analysis of business requirements and identifying strategies for automation :
- (a) 1 year experience with RTA ;
 - (b) 1 year experience working with a public sector fleet management organization having more than 1500 vehicles;
 - (c) Demonstrated two years working knowledge MS Excel and MS Access;
 - (d) Demonstrated ability to communicate, written and oral, in English; and
 - (e) Ability to be on site in Winnipeg at WFMA when and as required.

E11. MANAGEMENT SUPPORT

- E11.1 The bidder must show they have the current capability to provide Management Support services by providing the resume of at least one resource that meets the profile of the Support role and certifying that this person is available to work at WFMA.
- E11.2 In many of the projects there will be a requirement for performing and coordinating an office's administrative activities and storing, retrieving, and integrating information for dissemination to staff and clients. In order to minimise the cost associated with these activities (i.e. not employing a more expensive resource, such as an analyst to do these administrative tasks), support personnel will be required.
- E11.3 High school graduates who have basic office skills may qualify for entry-level positions.
- (a) Extensive knowledge of desktop software applications, including word processing, spreadsheets;
 - (b) Ability to be on site in Winnipeg at WFMA when and as required; and
 - (c) Demonstrated ability to communicate, written and oral, in English.

E12. ADMINISTRATIVE ASSISTANT

- E12.1 The bidder must show they have the current capability to provide services of Administrative Assistant by providing the resume of at least one resource that meets the profile of the Administrative Assistant role and certifying that this person is available to work at WFMA.
- E12.2 The administrative assistants will be responsible for a variety of administrative and clerical duties necessary to run a project efficiently. He will serve as information and communication managers for an office; plan and schedule meetings and appointments; organize and maintain paper and electronic files; conduct research; and disseminate information by using the telephone, mail services, Web sites, and e-mail.

- E12.3 High school graduates who have basic office skills may qualify for entry-level positions:
- (a) Extensive knowledge of desktop software applications, including word processing, spreadsheets;
 - (b) Ability to be on site in Winnipeg at WFMA when and as required; and
 - (c) Demonstrated ability to communicate, written and oral, in English.