



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 392-2019**

**SMART TRUCK SOLUTION FOR SOLID WASTE COLLECTION FLEET  
MANAGEMENT**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	4

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Substitutes	2
B7. Proposal Submission	3
B8. Proposal	4
B9. Prices	4
B10. Experience of Proponent and Subcontractors (Section C)	5
B11. Experience of Key Personnel Assigned to the Project (Section D)	5
B12. Project Understanding and Methodology (Section E)	6
B13. Project Schedule (Section F)	7
B14. Business Requirements (Section G)	7
B15. Technical and Non-Functional Requirements (Section H)	9
B16. Disclosure	11
B17. Conflict of Interest and Good Faith	11
B18. Qualification	12
B19. Opening of Proposals and Release of Information	14
B20. Irrevocable Offer	14
B21. Withdrawal of Offers	14
B22. Interviews	15
B23. Negotiations	15
B24. Evaluation of Proposals	15
B25. Award of Contract	16

### PART C - GENERAL CONDITIONS

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

#### General

D1. General Conditions	1
D2. Background Information	1
D3. Solution Vision	1
D4. Project Objectives	2
D5. Scope of Work	2
D6. Cooperative Purchase	3
D7. Definitions	4
D8. Contract Administrator	4
D9. Ownership of Information, Confidentiality and Non Disclosure	5
D10. Information Management	5
D11. Notices	6

#### Submissions

D12. Authority to Carry on Business	7
D13. Safe Work Plan	7
D14. Insurance	7
D15. Subcontractor List	7

#### Control of Work

D16. Commencement	7
D17. Orders	8

D18. Records	8
<b>Measurement and Payment</b>	
D19. Invoices	8
D20. Payment	9
<b>Warranty</b>	
D21. Warranty	9
Form J: Subcontractor List	9
<b>PART E - SPECIFICATIONS</b>	
<b>General</b>	
E1. Applicable Specifications	1
E2. Project Deliverables	1
E3. Business Requirements	2
<b>PART F - SECURITY CLEARANCE</b>	
F1. Security Clearance	1

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SMART TRUCK SOLUTION FOR SOLID WASTE COLLECTION FLEET MANAGEMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 19, 2019.

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 D8.1.

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

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

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

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

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

### **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 Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division 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 9 of Form A: 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 D8.

## **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 Contract;
  - (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 Contract.
- 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 B24.
- 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; and
  - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
  - (c) Project Understanding and Methodology (Section E) in accordance with B12;
  - (d) Project Schedule (Section F) in accordance with B13;
  - (e) Business Requirements (Section G) in accordance with B14; and
  - (f) Technical and Non-Functional Requirements (Section H) in accordance with B15.
- 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 Proponents should submit one (1) unbound original (marked “original”) and six (6) copies plus one (1) copy in an MS Office compatible electronic format on a standard CD or USB flash drive. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.
- B7.6 Proposal format, including type of binding, 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 team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- 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 Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

B7.11 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: 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 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: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent 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 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 and the corporate seal, if the corporation has one, should be affixed;
- (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: Proposal should be printed 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 Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices. The lump sum Price shall include a detailed breakdown of all the included items of the proposed solution. For example:

- (a) Final purchase, deployment and support cost
  - (i) Cost must include detailed breakdown of items being sold

- (ii) Part-Number, description and unit prices shall be provided.
  - (b) Total cost of professional services
    - (i) Configuration of users, routes, reporting
    - (ii) Design & specification/requirements gathering and documentation
    - (iii) Installation of hardware
    - (iv) Testing and Go-Live
    - (v) Project Management
    - (vi) Travel Costs & Living Expenses
  - (c) Total cost of software
    - (i) Licensing (including any third party software licenses)
    - (ii) Hosting
  - (d) Total cost of hardware
    - (i) OBC
    - (ii) DVR
    - (iii) Display monitor
  - (e) Cost of training for approximately 10 back-office users (configuration & administration) and approximately 10 end-users (operational)
- B9.1.1 Notwithstanding C10.1.3, 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.
- B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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

- B10.1 The Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent by providing the items listed below:
- (a) general firm profile information, including years in business, company history, average volume of work, number of employees, management structure, professional services offered, markets serviced, customer base and other pertinent information for the Proponent and all Subcontractors;
  - (b) four (4) references for recent projects similar in complexity, size and scope. Each reference should consist of a company name, contact name, email address, phone number, and a brief description of the project. At least two references should be for the supply and implementation of a smart truck solution for solid waste collection fleet management, similar to that proposed in this RFP.

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

- B11.1 Describe your approach to overall team formation and coordination of team members.
- B11.1.1 Include an organizational chart for the Project.
- B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience information technology and/or solid waste, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.
- B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:



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

B11.4 Provide details of the specific City of Winnipeg staff (roles and capabilities) required throughout the project and dedicated project allocation for each of the following project phases: defining the project plan, installation, design and specification, solution configuration, testing, go-live and end user training.

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

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D5. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.3 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the City's Project methodology with respect to the information provided within this RFP; and
- (c) any other issue that conveys your team's understanding of the Project requirements.

B12.4 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D5.

B12.5 Provide information about your overall approach to testing and validating the solution. Include all relevant testing phases such as system testing, integration testing, User Acceptance Testing (UAT), performance/load testing, etc.

B12.6 Describe the recommended strategy to transition the affected business unit to your proposed solution. Describe any recommendations for go-live support including onsite resources, duration, roles and responsibilities of City staff, final cut-over, rollback strategy, etc.

B12.7 The Proponent should describe the training methodology and approach, including all relevant information regarding knowledge transfer to City staff. Ensure the response aligns with the training prices in Form B. The explanation should address the following details and any additional information that may be pertinent to the City.

- (a) Approach: describe the proposed schedule, participants, and curriculum and include any prerequisite knowledge required of each of the user types: Configuration & Administration and Operational (end users). Specify logistical requirements for on-site training e.g. classroom, white board, internet access, etc. Note that the City will provide computers and other necessary equipment.
- (b) Support Manuals: provide a listing of all support materials (end-user, administrator, and installation) that will be included with your proposed solution as well as delivery mechanism or format (printed, electronic, web, video, etc.).

B12.8 The Proponent should provide a description of how transition planning will be managed at the end of the Contract, including:

- (a) How an exit strategy in the final year of the Contract will allow for coordinating with a future Contractor as required to transition any necessary data, equipment, etc. without interrupting City services.

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

- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments, durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services identified in D5.
- B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations or subcontractors anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

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

#### **B14.1 Onboard DVR, OBC and Display**

- B14.1.1 Proponent should provide an in-depth description regarding whether their solution can interface with the City's 'LoadMan' onboard fork scales (see Appendix G), the City's 'Brigade' onboard cameras (see Appendix E and Appendix F) and a standard ECM OBD-II port.
- B14.1.2 Proponent should provide an in-depth description regarding whether their solution can interface with the City's supplied DVR and/or supplied display or should provide an in-depth description regarding their alternate proposed DVR/OBC solution.
- B14.1.3 Where the Proponent proposes an alternate solution to using the City's DVR and/or display, Proponent should describe the specifications and capabilities of their equipment, including but not limited to:
- (a) The ability to capture video data at a resolution equivalent to 420 TV Lines as recorded by the six onboard cameras supplied on each truck by the City (five cameras as described in Appendix E and one camera as described in Appendix F);
  - (b) The storage/hard drive options which are available for the DVR/OBC and the approximate lengths of recorded video which can be accommodated;
  - (c) The ability of the DVR/OBC to automatically overwrite previously stored video when it reaches storage capacity;
  - (d) The ability for the solution's single display to provide all information (navigation, routing, etc.) to the collection truck driver;
  - (e) The size and type of display the Proponent proposes to install on each collection truck;
  - (f) The method by which users interact with the solution's display;
  - (g) The environmental temperature and humidity specifications of all hardware.

#### **B14.2 Collection of Video and Photos**

- B14.2.1 Proponent should provide an in-depth description regarding their solution's video and photo collection capabilities, including but not limited to:
- (a) The ability to continuously record video from the six cameras onboard each collection truck (five cameras as described in Appendix E and one camera as described in Appendix F);
  - (b) The ability to automatically begin recording video when the engine of the collection truck is activated;
  - (c) The ability of collection truck drivers to manually capture still photos from the cameras onboard the collection truck and the ability of back-office users to access the photos;
  - (d) The ability of the solution to automatically tag still photos with the date/time they were taken, as well as address and/or latitude and longitude of where they were taken;
  - (e) The ability of back-office users to search for and view video footage and to download said video to local computers;

- (f) The file format(s) used for video captured by the solution;
- (g) The ability of the solution to associate video clips to particular user configurable events based on truck telemetry data (i.e. hard braking events, etc.) and to make the clips available for download/viewing/manipulation by back-office users.

### **B14.3 Driver Navigation**

**B14.3.1** Proponent should provide an in-depth description regarding their solution's driver navigation functions, including but not limited to:

- (a) The manner by which users interact with the solution to receive turn-by-turn navigation;
- (b) The limitations of the turn-by-turn navigation such as what factors are considered when a navigable route is calculated and any user selectable options relating to voice navigation features;
- (c) The ability to ensure maps used for navigation are kept up-to-date.

### **B14.4 Collection Route Management**

**B14.4.1** Proponent should provide an in-depth description regarding their solution's collection route management functions, including but not limited to:

- (a) The ability to create and manage collection routes;
- (b) The ability of back-office users to add notes to serviced properties;
- (c) The ability of collection truck drivers to select their collection route using their onboard display and to manage said route by marking collections as completed, etc.;
- (d) The ability of collection truck drivers to make adjustments to their assigned route/to reshuffle the sequence of their route activities;
- (e) The ability of back-office users to make on-the-fly/real time adjustments to collection routes and to push these changes instantaneously to collection truck drivers;
- (f) The metrics pertaining to each collection event which are tracked by the solution (such as GPS coordinates, weight of collection, etc.);
- (g) The ability of collection truck drivers to toggle through various views on their onboard display;
- (h) The ability of collection truck drivers to mark and track their activities;
- (i) The ability of back-office users to manage work by viewing a user configurable 'dashboard' or 'quick look' option;

### **B14.5 Truck Telemetry/AVL**

**B14.5.1** Proponent should provide an in-depth description regarding their solution's truck telemetry and AVL functions, including but not limited to:

- (a) The telemetry data elements collected by the solution;
- (b) The ability to track a vehicle's location and movements (footprint) continuously.

### **B14.6 Reports**

**B14.6.1** Proponent should provide an in-depth description regarding their solution's reporting functions, including but not limited to:

- (a) The type of reports offered by the solution;
- (b) The manner by which users interact with the solution to perform reporting functions.

#### **B14.7 Security/Privacy and Records Management**

B14.7.1 Proponent should provide an in-depth description regarding their solution's security/privacy and records management functions, including but not limited to:

- (a) The ability to manage authentication and authorization information via users, roles, groups, access control levels, etc.;
- (b) The ability to manage records and data in accordance with City By-laws.

#### **B14.8 Availability**

B14.8.1 Proponent should provide an in-depth description regarding their solution's availability, including but not limited to:

- (a) The ability of all solution functions to remain available during critical business hours (6:00 a.m. – 6:00 p.m. (CST), Monday – Saturday).

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

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

B15.1.1 Describe the overall architecture of your proposed solution. Include any relevant models / diagrams and descriptions necessary to convey the following architectural perspectives of your solution (business, application, information and technology).

- a) Business architecture: Describe how your solution is designed to meet the specific business functions and processes envisioned for the City's smart truck solution for solid waste collection fleet management per section D3.
- b) Data architecture: Describe how information is organized, secured, and managed within your solution. Include a description of the key data entities relevant to the business scope of your solution and how these entities are managed over the long-term of the solution. Include any references to data / information that is persisted and managed internal to your solution and/or linked to any external systems.
- c) Application architecture: Describe the discrete modules and components of your solution, and how they relate to the required functions of the solution. Include a description of the underlying technology platform (e.g. Java, .Net, etc.) and industry standards on which your solution is based. Within your description, include any and all third-party applications / components delivered within your core solution and/or external components on which your solution is dependent. Highlight any software components that will require the City to procure licenses from third-parties in order to operate your solution.
- d) Technical architecture: Describe the "typical" deployment configuration(s) and network topology used to host your solution, and your recommendation for the City in this proposal. Include all deployment nodes (application servers, database servers, end-user workstations, mobile devices, etc.) and the corresponding deployment unit(s) (applications, modules, components) installed on each. Include any relevant network components (firewalls, zones, etc.) and/or enterprise systems (Directory Server, Mail Server, etc.) as applicable.

#### **B15.2 System Management**

B15.2.1 Describe the system management activities and processes required to operate and maintain the vitality of your proposed solution over time.

- a) Access: The solution should provide the ability to define and control user access to functions and datasets through combination of role-based and group-based authorization controls. Describe the features and capabilities used to control access (granted/denied) and user profile and session management.
- b) Backup & Recovery: The solution should include a recommended backup and recovery approach and processes. Describe the required activities required to maintain backups of both operational / business data and system configuration to ensure recovery of data in the event of a destructive system failure (affecting the

data).

### **B15.3 Performance**

- B15.3.1 Describe the expected performance of your solution for common functional activities. Performance metrics should be relative to normal operating conditions.
- a) Start-up Performance: Provide typical metrics for user login and invoking any major functional of major application login, data form initiation. Describe performance expectations for application start-up and user login.
  - b) Standard Tasks Performance: Describe performance expectations for common tasks such as but not limited to creating/editing collection routes, running reports, etc.
  - c) Reporting Performance: Describe performance expectations for standard report generation (standard, pre-defined reports).
  - d) Scalability: Describe the capability of your solution to scale to accommodate increased user demands, peak load times, and other high volume usage scenarios. Describe the capability of your solution to scale to accommodate future enhancements.

### **B15.4 Availability**

- B15.4.1 All functions of the solution should be available for use 24 hours a day, excluding scheduled outages. Describe the expected availability of your solution.

### **B15.5 Support and Warranty**

- B15.5.1 Describe the support, warranty and maintenance services offered with your solution.
- a) Support and Maintenance Services Post-Implementation: Describe the support and maintenance services post-implementation including Service Level Agreements (SLA), for both software and hardware components. Include delineation between tasks for which the City of Winnipeg will be responsible vs. those that your support services will provide. Include any additional information regarding support that may be of interest to the City of Winnipeg.
  - b) Business and/or Technical Support: Describe the types of business and/or technical support typically offered to your customers. Include any limitations, restrictions, or constraints for accessing your support services.
  - c) Incident Management: Describe your customer facing and internal processes for managing incidents, including issue classification and escalation approach.
  - d) Warranty: Describe the hardware and installation warrant. Include delineation between tasks for which the City of Winnipeg will be responsible vs. those that your warranty services will provide. Include any additional information regarding support that may be of interest to the City of Winnipeg.

### **B15.6 Usability**

- B15.6.1 Describe how your solution is designed to be user-friendly and intuitive. Include a robust description of the global design features within the solution that assist and guide the user through an aesthetically appealing experience when performing routine tasks. The City of Winnipeg describes usability as the capability of the software to be understood, learned, used, and attractive to the user. In your response, please consider the points below.
- a) Understandability: The solution should demonstrate the following characteristics: Descriptions and demonstrations are available to solution users. Guides and context sensitive messages are displayed to solution users.
  - b) Learnability: The solution should demonstrate the following characteristics: Functions can be absorbed quickly. Functions and flows within the solution are intuitive and require actions that are discreetly defined and apparent.
  - c) Operability: The solution should demonstrate the following characteristics: There is consistency across functions and screens. Common data elements can be selected

rather than entered. Colour coding and conditional formatting is used to indicate status/state of a system artifact or data element. Icons and images are used, where beneficial to the user experience. Data visualization techniques are applied, to facilitate understanding of presented data. Navigation through the solution functions is clear and can be effectively done without a mouse when applicable. Self-explanatory messages that clearly indicate resolutions are present where appropriate. The ability to undo actions is provided where appropriate.

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

## **B15.7 API**

- B15.7.1 The solution should include an API available to the City for possible future system enhancements. Describe any out-of-box API that is available with your solution, including what API calls can be performed.

## **B15.8 Scalability**

- B15.8.1 Describe how your solution is scalable, if the number of trucks are increased during or after initial term of the pilot project.

## **B16. DISCLOSURE**

- B16.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

- B16.2 The Persons are:

- (a) FleetMind Solutions Inc. provided budgetary estimates.
- (b) Geotab Inc.
- (c) RouteOptix Inc.

## **B17. CONFLICT OF INTEREST AND GOOD FAITH**

- B17.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

- B17.2 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.

B17.3 In connection with its Proposal, each entity identified in B17.2 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 Project Manager; 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.

B17.4 Without limiting B17.3, 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.

B17.5 Without limiting B17.3, 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 B17.4 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.

B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B18. QUALIFICATION**

B18.1 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.

B18.2 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://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

- B18.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .
- B18.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B18.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.
- B18.6 Further to B18.3(b), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of the following:
- B18.6.1 That all information and materials acquired by the Proponent, or to which the Proponent may be given access, if successful under this Request for Proposal ("Confidential Information") shall be treated in accordance with D10 by providing:
- (a) confirmation that Confidential Information shall be maintained for the full term of the Contract at minimum, unless otherwise directed by the City in writing;
  - (b) a description of how the Proponent's proposed solution meets the requirements in D10, including:
    - (i) how the proposed solution meets the requirements for rapid repatriation of Confidential Information;
    - (ii) the data format of the Confidential Information once extracted from the proposed solution;
    - (iii) the proposed solution's ability to purge Confidential Information based on City-approved records retention and disposition schedules; and
    - (iv) how the Proponent would address official, time sensitive access to information requests.
- B18.6.2 That Confidential Information shall be stored, transported, and transmitted ("Sited") in a secure jurisdiction by providing:
- (a) written confirmation that Confidential Information shall not be Sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part; or
  - (b) written confirmation that the Confidential Information shall be Sited in a proposed alternative jurisdiction that will apply equivalent or greater protections to the Confidential Information, and that no duplicates or portions thereof shall be sited outside of said proposed alternative jurisdiction, in whole or in part, and shall provide full details of such proposed alternative, including:
    - (i) what Confidential Information will not be Sited in Canada;
    - (ii) under what circumstances the above Confidential Information will not be Sited in Canada; and
    - (iii) where the above Confidential Information will be Sited.



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

- B18.6.3 That the solution is certified as ISO/IEC 27001 (or equivalent) compliant, and is compliant with ISO/IEC standards 27002, 27017, and 27018 (or equivalents), by providing:
- (a) a certificate of compliance with ISO/IEC 27001 from an accredited certification body and a written description of how the proposed solution complies with ISO/IEC 27002, 27017, and 27018; or
  - (b) a certificate of compliance with a functionally equivalent standard to ISEO/IEC 27001 (such as the AICPA SOC auditing framework or NIST SP 800-53) from an accredited certification body and a written description of how the proposed solution is compliant with standards that are functionally equivalent to ISO/IEC 27002, 27017, and 27018.

## **B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B19.1 Proposals will not be opened publicly.
- B19.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B19.3 The Proponent is advised that 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).
- B19.3.1 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.
- B19.4 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.

## **B20. IRREVOCABLE OFFER**

- B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B20.2 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 Work until a Contract for the Work has been duly executed and the contract security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B21. WITHDRAWAL OF OFFERS**

- B21.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B21.1.1 Notwithstanding C21.6, 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.
- B21.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B21.1.3 If a Proponent 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 Proponent'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 B21.1.3(b), declare the Proposal withdrawn.

B21.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B20.2 shall be liable for such damages as are imposed upon the Proponent 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.

## **B22. INTERVIEWS**

B22.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B22.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios.

## **B23. NEGOTIATIONS**

B23.1 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.

B23.2 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.

B23.3 If, in the course of negotiations pursuant to B23.2, 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.

## **B24. EVALUATION OF PROPOSALS**

B24.1 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 B18: (pass/fail)
- (c) Total Bid Price; 40%
- (d) Experience of Proponent and Subcontractor (Section C) 4%
- (e) Experience of Key Personnel Assigned to the Project (Section D) 2%
- (f) Project Understanding and Methodology (Section E) 5%
- (g) Project Schedule (Section F) 5%
- (h) Business Requirements (Section G) 22%
- (i) Technical and Non-Functional Requirements (Section H) 22%

B24.2 Further to B24.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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.

- B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is qualified.
- B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B24.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B24.6 Further to B24.1(b), the Total Bid Price shall be the Lump sum Price shown on Form B: Prices.
- B24.7 Further to B24.1(c), Experience of Proponent and Subcontractors (Section C) will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B24.8 Further to B24.1(e), Experience of Key Personnel Assigned to the Project (Section D) will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B11.
- B24.9 Further to B24.1(f), Project Understanding and Methodology (Section E) will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B24.10 Further to B24.1(g), Project Schedule (Section F) will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B24.11 Further to B24.1(h), Business Requirements (Section G) will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B24.12 Further to B24.1(i), Technical and Non-Functional Requirements (Section H) will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15+.
- B24.13 Notwithstanding B24.1(d) to B24.1(i), where Proponents fail to provide a response to B7.2(a) to B7.2(f), the score of zero may be assigned to the incomplete part of the response.
- B24.14 This Contract will be awarded as a whole.

## **B25. AWARD OF CONTRACT**

- B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B25.2 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.
- B25.2.1 Without limiting the generality of B25.2, 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.

B25.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B25.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B25.4 Notwithstanding C4, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

B25.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Combined Provision of Goods and Services* (2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and 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 the Combined Provision of Goods and Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

#### **D2. BACKGROUND INFORMATION**

D2.1 The City of Winnipeg Water and Waste Department (WWD) serves the citizens of Winnipeg by protecting public health and the environment by providing quality water, wastewater, land drainage, flood protection, and garbage and recycling services, in a responsive, cost-effective and efficient manner.

D2.2 The WWD is divided into nine business divisions, of which the Solid Waste Division (SWD) is responsible for solid waste planning, landfill management, monitoring of closed landfills, solid waste collection, recycling and waste minimization.

D2.3 The Collection Services Branch (CSB) of the SWD is responsible for the administration of solid waste collection. Standard branch hours are 8:30 a.m. – 4:30 p.m. Central, Monday to Friday, with the exception of statutory holidays. They are the primary business stakeholder in this RFP. Collection routes themselves will be operated Monday to Saturday, 6:00 a.m. – 6:00 p.m. Central.

D2.4 The Information Systems and Technology (IST) Division is an additional division of the WWD, responsible for planning, developing and supporting the computerized information systems and information technology and maintaining all of the Department's hardware and software.

D2.5 On February 1, 2018, the City of Winnipeg Council's Standing Policy Committee on Water and Waste, Riverbank Management and the Environment issued a recommendation (Appendix B) to explore the option of multi-family solid waste collection with City staff. The recommendation entailed insourcing of one of the upcoming multi-family garbage collections contracts (Winnipeg East area) for a period of two years and on a pilot basis.

D2.6 The Winnipeg East area is defined as all areas in the City of Winnipeg East of the Red River.

D2.7 The CSB is to assume solid waste collection (exclusive of recycling) in the Winnipeg East area beginning February 1, 2020 and ending January 31, 2022, unless directed otherwise by City of Winnipeg Council.

D2.8 The CSB's solid waste collection responsibilities will be exclusively for front end pick-up bins, ranging in size from 0.5 – 6.0 cubic metres.

D2.9 Solid waste collection activities shall be performed using four City-owned front end solid waste collection trucks. Each truck shall be a 2019 Mack TerraPro 64T with a 40 cubic yard Labrie Wittke front load refuse body.

D2.10 The purpose of this RFP is to procure Commercial-Off-The-Shelf (COTS) cloud based software and hardware along with professional services to implement a smart truck solution for solid waste collection fleet management.

#### **D3. SOLUTION VISION**

D3.1 The vision for the smart truck solution for solid waste collection fleet management system is to provide a single solution to manage the solid waste collection pilot project as described in D2.5 and Appendix B. Key features facilitating this vision are listed in the subsequent points below.

D3.2 The solution will enable collection truck drivers with functionalities essential to the execution of their duties including but not limited to:

- (a) The ability to access a computerized solution on-board the collection truck that allows for:
  - (i) The management of an assigned collection route;
  - (ii) GPS navigation between collection points;
  - (iii) The ability to review notes associated with a collection point;
  - (iv) The ability to log exceptions regarding collection activities, such as when a collection cannot be completed;
  - (v) Integration with collection truck hardware such as scales and cameras.

D3.3 The solution will enable back-office users with functionalities essential to the administration of the pilot project, accessible using a web based application, including but not limited to:

- (a) The ability to track collection trucks as they operate routes in real-time and to view associated collection truck telemetry metrics.
- (b) The ability to report on various data metrics collected through the execution of collection activities.

#### **D4. PROJECT OBJECTIVES**

D4.1 The purpose of the project to which this RFP applies is to procure and implement a smart truck solution for solid waste collection fleet management which allows the SWD to:

- (a) Administer the solid waste collection program as described in D2.7 through D2.10 and the collection, analysis and reporting of operational process data.

D4.2 The solution shall be installed and shall be operational for UAT by the City within two weeks of the City taking delivery of their collection trucks. The City anticipates taking delivery of their collection trucks between November and December of 2019.

D4.2.1 Following implementation of the solution, any concerns identified by the UAT process shall be resolved by Jan 15, 2020 and the contract shall continue until Jan 31, 2022.

D4.3 Through the implementation of a smart truck solution for solid waste collection fleet management, complemented with the necessary business process alignment and training, the business anticipates the following business benefits:

- (a) Provide an integrated and unified solution to manage the Winnipeg East area solid waste collection pilot project as described in D2.5.
  - (i) Allow for the seamless continuation of insourced collection activities in the event of an extension to the pilot project as described in D2.5.
- (b) Solution that will accurately and efficiently provide the administration of solid waste collection routes and activities.

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

D5.1 The Work to be done under the Contract shall consist of supply and implementation of a COTS cloud based smart truck solution for solid waste collection fleet management for the SWD's CSB from the date of implementation until Jan 31, 2022 with the option of five (5) mutually agreed upon one (1) year extensions for maintenance, support and hosting.

D5.1.1 Extension of the contract shall be contingent upon direction from City Council.

D5.2 The major components of the Work are as follows:

- (a) Supply of a cloud based Commercial-Off-The-Shelf (COTS) smart truck solution including sage licenses and hosting services as well as onboard truck hardware (provided solely by Contractor, or, partially by Contractor and partially by City) in addition to software;
- (b) Professional services for software and route configuration, implementation and installation of onboard components on collection trucks;
- (c) Product and Configuration documentation;
- (d) Product and End-user Training and Support.

- D5.3 The Work shall be done on an “as scheduled” basis during the term of the Contract.
- D5.3.1 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.
- D5.3.2 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.
- D5.4 The City may negotiate the extension option with the Contractor within one-hundred-and-eighty (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D5.5 Changes resulting from such negotiations shall become effective on anniversary date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D5.6 Notwithstanding D5.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2019.
- D5.7 Notwithstanding D5.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

## **D6. COOPERATIVE PURCHASE**

- D6.1 The Contractor is advised that this is a cooperative purchase.
- D6.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D6.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations, and estimated quantities.
- D6.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D6.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D6.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
  - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
  - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
  - (d) any additional delivery charge identified and accepted in accordance with clause D6.4 and D6.5 will apply.
- D6.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D6.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.



## D7. DEFINITIONS

D7.1 When used in this Request for Proposal:

- (a) “**API**” means Application Programming Interface;
- (b) “**AVL**” means Automatic Vehicle Location;
- (c) “**Back-office user**” means an authorized user of the solution who interacts with the solution via standard desktop hardware in a typical office environment throughout the execution of their duties administering the solid waste collection program, including but not limited to running reports and managing collection routes;
- (d) “**City**” means the municipal corporation of the City of Winnipeg;
- (e) “**Collection event**” means any event during which a collection truck driver is attempting to collect solid waste materials from a given address’ serviceable solid waste bin;
- (f) “**Collection truck driver**” means an authorized user of the solution who interacts with the solution via in-cab hardware located in a solid waste collection truck throughout the execution of their duties collecting solid waste;
- (g) “**COTS**” means Commercial-Off-The-Shelf solution. This is a technology system that is developed by a dedicated software vendor and is publicly available for purchase;
- (h) “**COW**” means the City of Winnipeg;
- (i) “**CSB**” means Collection Services Branch;
- (j) “**DVR**” means Digital Video Recorder;
- (k) “**ECM**” means Engine Control Module;
- (l) “**GPS**” means Global Positioning System;
- (m) “**IST**” means Information Systems and Technology Division;
- (n) “**KPI**” means Key Performance Indicator;
- (o) “**OBC**” means On-Board Computer;
- (p) “**OBD-II**” means On-Board Diagnostics;
- (q) “**Proponent**” means any Person or Persons submitting a Proposal for Services;
- (r) “**Report**” means information produced from the smart truck solution for solid waste collection fleet management, usually in the form of standardized or customized templates. Reports are usually preconfigured or can be easily customized and are available in a variety of formats, including but not limited to; PDF, RTF, XML, XLS, CSV, HTML, TXT, etc.;
- (s) “**SWD**” means Solid Waste Division;
- (t) “**UAT**” means User Acceptance Testing;
- (u) “**Winnipeg East area**” means all areas of the City Winnipeg East of the Red River;
- (v) “**WWD**” means Water and Waste Department.

## D8. CONTRACT ADMINISTRATOR

D8.1 The Contract Administrator is:

Cody Dzik  
Business Systems Analyst  
Information Systems & Technology Division  
Water and Waste Department  
City of Winnipeg  
Telephone No. 204-806-4616

Email Address: cdzik@winnipeg.ca

D8.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

**D8.3 Proposal Submissions must be submitted to the address in B7.**

**D9. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D9.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D9.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D9.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D9.4 A Contractor who violates any provision of D9 may be determined to be in breach of Contract.

**D10. INFORMATION MANAGEMENT**

D10.1 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.

D10.2 For the purposes of D10, 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.

D10.3 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.

D10.4 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.

D10.5 Further to D9, all Confidential Information is and shall remain the property of the City. Neither the Contractor nor its Representatives shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the City.

D10.6 Further to D9, while this Contract is in effect and at all times thereafter the Contractor shall:

- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
  - (b) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
  - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part and in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
  - (d) not reproduce any Confidential Information , in whole or in part, in any form or medium, without the express prior written consent of the City; and
  - (e) inform its Representatives of the obligations imposed upon it under this Contract 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.
- D10.7 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information (in a form satisfactory to the City), and shall thereafter destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.
- D10.8 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
  - (b) the standards imposed on the Contractor by the City.
- D10.9 Upon becoming aware of any unauthorized Use of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the City in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the City of said steps in writing.
- D10.10 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the City with prompt notice thereof, deliver a copy of its proposed response to the City, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the City in the defense of the demand, if so requested by the City.
- D10.11 The Contractor and its Representatives shall comply with all directives issued by the City with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the City so that the City can verify that the Contractor has complied, and is complying, with its obligations hereunder.
- D10.12 If the Contractor is a reseller or distributor, or is otherwise supplying a third party’s product as its COTS cloud based smart truck solution, then the Contractor shall ensure that any such third party product supplied by the Contractor under this Contract and any such third party supplier are compliant with the requirements of this D10. Failure to do so may, at the City’s sole and absolute discretion, be deemed an event of default pursuant to C16.

## **D11. NOTICES**

- D11.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

## **SUBMISSIONS**

### **D12. AUTHORITY TO CARRY ON BUSINESS**

D12.1 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.

### **D13. SAFE WORK PLAN**

D13.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D13.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D14. INSURANCE**

D14.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D14.2 Deductibles shall be borne by the Contractor.

D14.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

D14.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D14.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

### **D15. SUBCONTRACTOR LIST**

D15.1 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.

## **CONTROL OF WORK**

### **D16. COMMENCEMENT**

D16.1 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.

- D16.2 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 D12;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) the Safe Work Plan specified in D13;
    - (iv) evidence of the insurance specified in D14; and
    - (v) the Subcontractor list specified in D15.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D16.3 The Contractor shall commence the Work on the Site in consultation with the Contract Administrator after receipt of the notice of award.

## **D17. ORDERS**

- D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **D18. RECORDS**

- D18.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D18.2 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.
- D18.3 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**

### **D19. INVOICES**

- D19.1 Further to C10, the Contractor shall submit an invoice for each portion of Work performed to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)
- D19.2 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.
- D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D19.4 **Proposal Submissions must not be submitted to the above facsimile number. Proposals must be submitted in accordance with B7.**

**D20. PAYMENT**

D20.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D20.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D21. WARRANTY**

D21.1 Warranty is as stated in C11.

**FORM J: SUBCONTRACTOR LIST**  
(See D15)

SMART TRUCK SOLUTION FOR SOLID WASTE COLLECTION FLEET MANAGEMENT

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## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
Appendix A	COW Standards
Appendix B	SPC Minutes – Feb 1, 2018
Appendix C	DVR Specifications
Appendix D	Display Specifications
Appendix E	Camera Specifications 1
Appendix F	Camera Specifications 2
Appendix G	LoadMan Scale Summary

E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### E2. PROJECT DELIVERABLES

E2.1 The Key Project Deliverables to ensure the successful implementation of the smart truck solution for solid waste collection fleet management project should include the following activities:

- (a) Defining the Project Plan and Managing the Project: The Contractor will conduct workshop(s) with internal project stakeholders to elicit sufficient information in order to determine the specifics for the creation of a detailed project plan for the implementation of the solution. The analysis for this Project Plan should be performed engaging business stakeholders in all impacted functional areas. The Project Plan should support the implementation of the solution as a coherent set of activities and associated deliverables including ongoing management of the project.
- (b) Software(s): All software components provided by the Contractor shall be hosted on the cloud. The Contractor shall provision a production environment in addition to a non-production environment for the purposes of development/testing.
- (c) Design and Specification: The Contractor will conduct workshop(s) to elicit sufficient information in order to create a solution design and configuration specification document. The design and configuration specification document shall be approved by the Contract Administrator and will address the following topics:
  - (i) Users, Roles and Security;
  - (ii) Data;
  - (iii) Reports.
- (d) Solution Configuration: The Contractor will configure the solution as per the Design and Specification document.
- (e) Training: The Contractor will provide formal on-site training during the CSB's working hours as described in D2.3 supplemented by training material to be delivered prior to each session for the following roles/disciplines:
  - (i) Configuration & Administration;
  - (ii) Operational (End-user).
- (f) Testing and Go-Live: The Contractor will develop a testing approach (and plan) to execute sufficient testing to verify that the new solution performs as expected and is acceptable to



stakeholders, and all of the reports are accurate and free of defects. Further, the Contractor will provide support for the Go-Live period defined in the plan.

### **E3. BUSINESS REQUIREMENTS**

E3.1 The Contractor shall supply a cloud based COTS smart truck solution for solid waste collection fleet management system in accordance with the business requirements hereinafter specified, including but not limited to:

E3.2 Onboard DVR, OBC and Display

E3.2.1 The solution shall interface with the following pre-installed devices/components on each collection truck.

- (a) 'LoadMan' onboard fork scales via RS-232 connector (one scale per truck) – Appendix G.
- (b) 'Brigade' cameras (six cameras per truck – five as described in Appendix E and one dash camera as described in Appendix F).
- (c) Standard ECM OBD-II port.

E3.2.2 The solution shall include the supply and installation of any required hardware to be installed on each solid waste collection truck:

- a) an OBC which is compatible with the City's supplied DVR (see Appendix C) and/or supplied display (see Appendix D); or
- b) an OBC, DVR and display all supplied by the Contractor.

Where the Contractor proposes an alternate solution to using the City's DVR and display:

- (ii) Each DVR/OBC shall be capable of capturing video data at a resolution equivalent to 420 TV Lines as recorded by the six onboard cameras supplied by the City (five cameras as described in Appendix E and one camera as described in Appendix F).
- (iii) Each DVR/OBC shall have sufficient storage to save video from up to two weeks' worth of solid waste collection activities from operated routes/shifts as described in D2.3.
- (iv) Each DVR/OBC shall automatically overwrite previously stored video when it reaches storage capacity.
- (v) One display (monitor) shall be installed per truck.
- (vi) Each driver display shall be minimum 10", maximum 12" and sunlight readable.
- (vii) Driver shall be able to interact with solution through display (either touch screen or integrated buttons).
- (viii) Each DVR/OBC and display shall meet environmental temperature and humidity specifications suitable to in-vehicle usage in the Winnipeg, Manitoba area climate.

E3.3 Collection of Video and Photos

- (a) The solution shall allow the continuous recording of video from the six cameras onboard each collection truck (five cameras as described in Appendix E and one camera as described in Appendix F).
- (b) The solution shall begin recording video automatically when the engine of the collection truck is activated.
- (c) The solution shall allow collection truck drivers to manually capture still photos from the associated onboard cameras and shall allow back-office users to subsequently access these photos immediately using a web based application.
  - (i) Still photos shall be tagged automatically with the date/time they are taken, as well as address and/or latitude and longitude of where they were taken.

- (d) The solution shall allow back-office users to search for and view video footage using a web based application based on location where the video was recorded and/or time/date when video was recorded and to download said video from the cloud to their local computer before it is overwritten by the DVR/OBC.
  - (i) Video which is downloaded shall be in a common video file format such as MP4 which can be viewed easily by end-users on any average desktop computer (see Appendix A).
- (e) The solution shall have the ability to associate video clips to particular user configurable events based on truck telemetry data (i.e. hard braking events, etc.) and to store these clips and make them available for download by back-office users without manual intervention.

#### E3.4 Driver Navigation

- (a) The solution shall provide turn-by-turn voice guided navigation instructions in English to the driver.
- (b) The solution shall have processes in place to ensure maps used for navigation are kept up-to-date.

#### E3.5 Collection Route Management

- (a) The solution shall allow back-office users to create and manage collection routes using a web based application, accessible by collection truck drivers via their display onboard the truck.
- (b) The solution shall allow back-office users to add notes to serviced properties using a web based application, which can be seen by collection truck drivers when operating their route (i.e. to warn drivers of low overhead wires or other special circumstances pertaining to a property's collection).
- (c) The solution should allow back-office users to designate types of properties based on a configurable geo-fence using a web based application.
- (d) The solution shall allow collection truck drivers to select collection routes using their onboard display and shall allow them to manage collection routes including the ability to mark collections as completed or to log exceptions when a collection cannot be completed.
- (e) The solution shall allow collection truck drivers to make adjustments to their assigned route/reshuffle the sequence of their collection route activities (i.e. driver has to attend landfill to empty their truck and wants to restart their collection route from their current location at the landfill instead of continuing the route based on his/her original starting location).
- (f) The solution shall allow back-office users to make on-the-fly/real time adjustments to collection routes using a web based application and to push these changes instantaneously to collection truck drivers (i.e. assignment of additional work to a driver, etc.) so that they are available to the collection truck driver without manual intervention to accept the alterations by the driver.
- (g) The solution shall track details pertaining to each collection event, such as the weight of the collection as recorded by the truck's on-board scale, the GPS coordinates of bin being serviced, etc.
- (h) The solution shall allow the collection truck driver to toggle through views of their collection route, general navigation/mapping, views of the on-board cameras, etc.
- (i) The solution shall allow collection truck drivers to mark and track their current activity using their onboard display (i.e. to record time spent waiting at a landfill, taking a break, etc.).
- (j) The solution shall provide to back-office users a user configurable 'dashboard' or 'quick look' option using a web based application that enables them to view KPIs of collection route activities such as route progression, estimated time until route completion, current location of vehicles, etc. from one single user interface.
- (k) The solution should have a two-way text based chat/messaging option available to allow back-office users to communicate using a web based application with collection truck

drivers along with safeguards to ensure that the feature cannot be utilized while the vehicle is being operated, thus ensuring compliance with all relevant distracted driving legislation in the Province of Manitoba.

### E3.6 Truck Telemetry/AVL

- (a) The solution shall record information pertaining to the vehicle's operation such as acceleration events, braking events, average speed, detection of accident events, etc. that can be observed and/or reported on by back-office users in real-time using a web based application.
- (b) The solution shall track the vehicle's location and movements (footprint) continuously using GPS automatically.

### E3.7 Reports

- (a) The solution shall allow back-office users to view reports of the various data metrics captured using a web based application, reportable by truck # /operator / address and collection services, including but not limited to the following list.
  - (i) Distance travelled by collection truck
  - (ii) Locations (GPS footprint) travelled by collection truck
  - (iii) Speed of travel of collection truck
  - (iv) Idle/parked time of collection truck
  - (v) Time of collection events
  - (vi) Weight of collection events
  - (vii) Total number of completed collection events
  - (viii) Total number of missed/exception collection events
  - (ix) Details of missed collection/exception events
  - (x) Location/coordinates of collection events
  - (xi) Operational hours of collection truck (start/end times)
- (b) The solution shall allow back-office users to export reports in a variety of commonly used formats, such as PDF, RTF, XML, XLS, CSV, HTML, TXT, etc.

### E3.8 Security/Privacy and Records Management

- (a) The solution shall provide the ability to manage authentication and authorization information (users, roles, groups, access control levels, etc.).
- (b) The solution shall allow the City to manage records and data created by the solution under Classification 5.14 (Project Files) (Schedule B) of the City's Records Management By-law (86/2010).

### E3.9 Availability

- (a) All functions of the solution shall be available 6:00 a.m. – 6:00 p.m. (CST), Monday – Saturday.

### E3.10 Data Hosting

- (a) Mandatory requirements relating to data hosting:
  - (i) In accordance with D10, the Solution shall be hosted on premises and: in Canada (as described in section B18.6.2(a) of this document) OR shall be hosted in an equivalent jurisdiction (as described in section B18.6.2(b) of this document); and
  - (ii) the solution is compliant with the provisions of FIPPA as outlined in section D8 of this document; and
  - (iii) the solution is certified as compliant with ISO/IEC 270001 (or equivalent), and is compliant with ISO/IEC 27002, 27017, and 27018 (or equivalents).

### E3.11 Data Transition

- (a) The Contractor shall develop an exit strategy to ensure that in the final year of the Contract coordination can occur with a future contractor as required to transition any necessary data, equipment, etc. without interrupting City services.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
  - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.4 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.