



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 553-2019

FOR SUBSCRIPTION TO COMMUNITY ENGAGEMENT APPLICATION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR SUBSCRIPTION TO COMMUNITY ENGAGEMENT APPLICATION

B2.

SUBMISSION DEADLINE

B2.1

The Submission Deadline is 12:00 noon Winnipeg time, October 1, 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 D6.1.

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 D6.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the 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 B25.
- 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
 - (f) Technical Requirements (Section H) in accordance with B15;
 - (g) Training and Support (Section I) in accordance with B16.
- 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 8.5” x 11” original (marked “original”) including drawings and four (4) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- 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 B25.1(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 Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices. The lump sum Price shall include a detailed itemised cost breakdown of all the included items of the proposed solution. For example:

- (a) Final purchase, deployment, 1st year subscription and support cost
 - (i) include detailed breakdown of items
 - (ii) Subsequent yearly subscription
- (b) Total cost of professional services
 - (i) Design & specification/requirements gathering and documentation
 - (ii) Testing and Go-Live
 - (iii) Project Management
 - (iv) Travel Costs & Living Expenses
- (c) Total cost of software
 - (i) Licensing (including any third party software licenses)
 - (ii) Hosting
- (d) Cost of training for approximately 5 back-office users (configuration & administration).

B9.1.1 Notwithstanding C11.1.3, 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 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 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 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing mobile application implementation of up to three projects for law enforcement agencies of similar complexity, scope and value within Canada in the last three years.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) project's original subscription cost and final subscription cost;
- (d) project owner;
- (e) reference information (one current name with telephone number per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B10.3 The Proposal should include general police agency information, number of employees and citizens served as well as other pertinent information for the Proponent and all Subcontractors.

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, within Canada for law enforcement agencies in

the last three years. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in mobile application implementation, 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).

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 D2. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.3 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the proposed project implementation and subscription budget;
- (c) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>; and;
- (d) any other issue that conveys your team's understanding of the Project requirements.

B12.4 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B13. PROJECT SCHEDULE (SECTION F)

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B14. BUSINESS REQUIREMENTS (SECTION G)

B14.1 Describe in detail how the proposed solution meets or exceeds the following requirements:

- (a) Branded as the official Winnipeg Police Service mobile application;
- (b) have dedicated Canadian hosting;
- (c) [identify what records the Community Engagement Application will create, the disposition of those records and confirmation they will not be used for any other purpose;](#)

- (d) have integration capabilities with existing Canadian Police Agencies mobile community engagement applications;
- (e) have integration capabilities with Motorola Solutions – TipSoft (Crime Stoppers tip software);
- (f) have integration with Lexis Nexis (formerly Cop Logic) (WPS online reporting provider);
- (g) have geo-fenced and group specific citizen based push notifications and alert system;
- (h) have internal communication abilities aimed at facilitating information sharing within the Winnipeg Police Service;
- (i) have capabilities for real-time information sharing between citizens and Police agencies.
- (j) have ability to link to existing WPS social media, website and similar communication platforms; and
- (k) have developed, launched and supported a Police specific mobile community engagement application within the past three years.

B15. TECHNICAL 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 Winnipeg Police Service Application 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. .Net, Java, 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 WPS to procure licenses from third-parties in order to operate your solution. Indicate all your supported browsers and/or platforms.
- (d) **Technical architecture:** Describe the “typical” deployment configuration(s) and network topology used to host your solution, and your recommendation for the WPS 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).
- (c) **Upgrades:** Describe your upgrade process and indicate the level of impact to systems operations.
- (d) **Reporting:** Describe how your product handles the following reporting requirements;
 - (i) View and export of reports generated on-screen
 - (ii) Use of portable mobile devices (IOS) for monitoring and reporting
 - (iii) Report customization
 - (iv) Automated report scheduling
 - (v) Real time information monitoring dashboard
- (e) **Data Archiving/Purging:** Please provide a description of the following
 - (i) information archiving capabilities
 - (ii) information purging capabilities
 - (iii) default data retention period
 - (iv) procedures detailing the data archiving and purging processes;
- (f) **Availability**
 - (i) All functions of the solution should be available for use 24 hours a day, excluding scheduled outages. Describe the expected availability of your solution.
- (g) **API**
 - (i) Describe any out-of-box API that is available with your solution, including what API calls can be performed.

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.
 - (c) **Reporting Performance:** Describe performance expectations for standard report generation (standard, pre-defined reports).

B15.4 Support and Warranty

- B15.4.1 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 WPS will be responsible vs. those that your support services will provide. Include any additional information regarding support that may be of interest to the WPS.
 - (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 warranty. Include delineation between tasks for which the WPS will be responsible vs. those that your warranty services will provide. Include any additional information regarding support that may be of interest to the WPS.

B15.5 Usability

B15.5.1 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.

B15.6 Scalability

B15.6.1 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. Proposals should include the following information on the scalability of the solution:

- (a) What is the maximum number of concurrent users supported in the proposed solution?
- (b) Required lead time to scale, as required, to meet expected performance increases.
- (c) Is this scalability temporary or permanent?
- (d) What is date of the last performance benchmarking test? Attach any recent performance benchmarking reports to an appendix?
- (e) What other options exist to assist in addressing variable service demand by the public within a fixed annual service budget?

B15.7 Security

B15.7.1 Describe how your solution meets the following security requirements:

- (a) Describe the authentication methods used to ensure there is no unauthorized access to the product.
- (b) Describe your approach to patch and vulnerability management.
- (c) Describe how customers are notified of any vulnerability in your product.
- (d) Describe how your product protects customer data such as authentication credentials.

- (e) Describe your security incident management process
- (f) Describe what options are available with your solution to protect/mitigate against ransomware attacks.
- (g) Data residency
 - (i) what data will not be sited in Canada?
 - (ii) under what circumstances the above data will not be sited in Canada?
 - (iii) where the above data will be sited?
 - (iv) any other pertinent details.

B16. TRAINING AND SUPPORT (SECTION I)

- B16.1 At the onset of the subscription period, the proponent shall provide an Onboarding session to introduce the platform, subscription details, communication structure between the client and proponent, and provide a demonstration of how to program the application.
- B16.2 The Onboarding can happen either online or in-person, but must allow for two-way communication between the proponent and the client.
- B16.3 Platform troubleshooting resources should be available online.
- B16.4 Describe the mode of support and response time to User inquiries/concerns and 24/7 support for critical issues related to application performance;

B17. DISCLOSURE

- B17.1 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.
- B17.2 The Persons are:
 - (a) Mobilepd provided budgetary estimates and technical specifications.
 - (b) ThePoliceApp
 - (c) Apexmobile provided budgetary estimates.
 - (d) MyPD
 - (e) Police Mobile Apps

B18. CONFLICT OF INTEREST AND GOOD FAITH

- B18.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B18.2 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.

B18.3 In connection with its Proposal, each entity identified in B18.2 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.

B18.4 Without limiting B18.3, 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.

B18.5 Without limiting B18.3, 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 B18.4 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.

B18.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B19. QUALIFICATION

B19.1 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.
- B19.2 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 <http://www.winnipeg.ca/matmgt/debar.stm>
- B19.3 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) 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.
- B19.4 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.
- B19.5 Further to B19.3(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:
- B19.5.1 That all information and materials acquired by the Proponent, or to which the Proponent may be given access, if successful under this Request for Proposal ("Confidential Information") shall be treated in accordance with D11 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 D12, 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.
- B19.5.2 That Confidential Information shall be stored, transported, and transmitted ("Sited") in a secure jurisdiction by providing:
- (a) written confirmation that Confidential Information shall not be Sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part.
- B19.5.3 That the solution is certified as ISO/IEC 27001 (or equivalent) compliant, and is compliant with ISO/IEC standards 270002, 27017, and 27018 (or equivalents), by providing:
- (a) a certificate of compliance with ISO/IEC 270001 from an accredited certification body and a written description of how the proposed solution complies with ISO/IEC 270002, 27017, and 27018; or

- (b) a certificate of compliance with a functionally equivalent standard to ISEO/IEC 270001 (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.

B20. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B20.1 Proposals will not be opened publicly.
- B20.2 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/>
- B20.3 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).
 - B20.3.1 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.
- B20.4 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.

B21. IRREVOCABLE OFFER

- B21.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B21.2 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 for the time period specified in Paragraph 10 of Form A: Proposal.

B22. WITHDRAWAL OF OFFERS

- B22.1 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.
 - B22.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
 - B22.1.2 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.
 - B22.1.3 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 B22.1.3(b), declare the Proposal withdrawn.
- B22.2 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 B21.2 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.

B23. INTERVIEWS

- B23.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B23.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios.

B24. NEGOTIATIONS

- B24.1 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.
- B24.2 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.
- B24.3 If, in the course of negotiations pursuant to B24.2, 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.

B25. EVALUATION OF PROPOSALS

- B25.1 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 B19: | (pass/fail) |
| (c) Total Bid Price; | 20% |
| (d) Experience of Proponent and Subcontractors | 5% |
| (e) Experience of Key Personnel Assigned to the Project | 5% |
| (f) Project Understanding and Methodology | 5% |
| (g) Project Schedule | 5% |
| (h) Business Requirements | 40% |
| (i) Technical Requirements | 15% |
| (j) Training and Support | 5% |
- B25.2 Further to B25.1(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.
- B25.3 Further to B25.1(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.

- B25.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B25.1(a) and B25.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B25.5 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.
- B25.6 Further to B25.1(c), where the Total Bid Price exceeds the funds stated in D3.3, the City may determine that no award will be made in accordance with B26.2.1(a).
- B25.7 Further to B25.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B25.8 Further to B25.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B25.9 Further to B25.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B11.
- B25.10 Further to B25.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B25.11 Further to B25.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B25.12 Further to B25.1(h), Business Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14
- B25.13 Further to B25.1(i), Technical Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15
- B25.14 Further to B25.1(j), Training and Support will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B16
- B25.15 Notwithstanding B25.1(d) to B25.1(j), where Proponents fail to provide a response to B7.2(a) to B7.2(g), the score of zero may be assigned to the incomplete part of the response.
- B25.16 This Contract will be awarded as a whole.
- B25.17 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B23.

B26. AWARD OF CONTRACT

- B26.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B26.2 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.
- B26.2.1 Without limiting the generality of B26.2, 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.

B26.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B26.3.1 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.

B26.4 Notwithstanding C4, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

B26.5 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 Supply of Services* (Revision 2019-01-15) are applicable to the work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. BACKGROUND

D2.1 The Winnipeg Police Service (WPS) has 1360 officers who provide service to the City of Winnipeg's 750,000 citizens.

D2.2 Policing has become more complex than ever before; with at times limited staffing resources, increased demands for service and evolving societal views. Citizens expect the WPS to serve as engaging partners, providing them with the tools to participate in crime prevention. To succeed in this changing era, the WPS must use innovative crime prevention and reduction strategies.

D2.3 The development, launch and support of a Winnipeg Police Service branded Community Engagement Application will allow the WPS to meet these expectations.

D2.4 The reach of the Community Engagement Application is expected to be broad and impactful on many topics.

(a) Public Information Office

- (i) Policing is changing and so too are the roles of media relations or public information units. No longer should these units be simply reactive, disseminating information about various incidents or arrests.
- (ii) The WPS Public Information Office (P.I.O.) has embraced this new reality and has become a proactive member in crime prevention and reduction.
- (iii) The WPS Community Engagement Application will allow the Service to extend its reach beyond Twitter and Facebook. Although these platforms are largely used, they have experienced recent declines in the numbers of users and, as passive systems, they fail to engage citizens who do not participate in social media. Additionally, unlike other social media platforms, the mobile app is designed to create engagement with a customizable dashboard. This dashboard will ensure flexibility and allow the P.I.O. to present users with interactive information which the user would not have had access to through traditional social media platforms.
- (iv) The WPS Community Engagement Application push notifications alert feature will allow the P.I.O. to deliver information about amber alerts, traffic issues, suspect descriptions, missing persons, hazardous situations, crime prevention and reduction information.
- (v) This will allow the P.I.O. to further engage the community.

(b) Internal Communications

- (i) Critical incidents require timely dissemination of information to a wide range of internal users. The WPS Community Engagement Application will facilitate this communication.

(c) Crime Prevention/Reduction

- (i) As a proactive measure, the WPS Mobile App will expand the reach of the Service's crime prevention efforts. The app will be used to:
 - ◆ Deliver weekly or monthly push notification alerts highlighting crime prevention and reduction tips
 - ◆ Create easy access to crime prevention and reduction information
 - ◆ Highlight upcoming events and crime prevention activities such as Neighborhood Watch and Citizens on Patrol
 - ◆ Bring attention to the Service's crime prevention support available to the business community
- (ii) Crime prevention provides citizens with information which allows them to engage in crime reduction, thus empowering them to be partners in community safety.
- (iii) As a reactive measure, the WPS Mobile App could send push notification alerts about crime suspects. This will motivate citizens and allow them to identify crime suspects, which will have a direct positive impact on community safety.
- (d) Missing Persons and At-Risk Youth:
 - (i) The WPS Community Engagement Application will address the victimization of these vulnerable citizens and focus strategic activities geared towards the safety of these citizens leveraging partnerships specifically addressing prevention, intervention and community engagement.
 - (ii) Missing persons and at-risk youths suffer a higher frequency of victimization through the sex trade, use of drugs and alcohol and high-risk behavior. This at-risk behavior can be mitigated with early intervention; however, the Service is constrained by staffing and workload limitations.
 - (iii) The WPS Community Engagement Application's geo-fenced and group specific citizen based push notifications and alert feature will allow the Service to communicate in real-time with app users, relating relevant information about these vulnerable citizens.
 - (iv) The push notification and alert feature will allow the WPS to engage citizens and an existing network of engaged community groups (Downtown Biz, Street Connections, Bear Clan Patrol and the Province of Manitoba's Street Reach Team to name a few) which will add another layer of protection for some of Winnipeg's most vulnerable members.
- (e) Crime Stoppers
 - (i) Crime Stoppers facilitates the submission of anonymous tips which are forwarded to Police. The success of a Crime Stoppers program may be measured by a community's involvement within the program. The more engaged a community is, the greater quality of tips Crime Stoppers will receive. The quality and volume of tips received is directly related to the success of the police in apprehending those responsible.
 - (ii) The WPS's current media presence has been successful in reaching public; however the WPS Community Engagement Application will increase the reach of the WPS. This will be accomplished by engaging more members of the community and providing an easily accessible and identifiable method of submitting Crime Stoppers information.
- (f) Online Reporting

- (i) The Service launched Online Crime Reporting in 2012 and has seen incremental growth each year. Online Crime Reporting has proven to be a valuable tool which has empowered citizens to report certain crimes online.
 - (ii) It is well established that crime reporting (and the timeliness of this reporting) have a direct link to crime prevention. Non-reporting or untimely reporting has a negative impact on crime analysis.
 - (iii) The WPS Community Engagement Application is an innovative strategy to encourage crime reporting by engaging citizens with direct and simple access to the Service's Online Crime Reporting system. This in turn will motivate citizens to report more crime, allows the Service to reach more people with crime prevention information and ultimately empower the community to take an active role in crime reduction.
- (g) Recruiting
- (i) Police must continue to find innovative ways of communicating with citizens and "sharing our stories". The value of sharing the WPS's stories is rooted in engagement. An informed and motivated community is more likely to participate in crime prevention and reduction.
 - (ii) The same is true with regards to recruiting. Often the best tool to increase applications is an accessible recruiting platform. People interested in policing careers need to believe in the Service before they will apply.
 - (iii) The WPS Community Engagement Application will create greater reach to recruit and share our stories.

D3. SCOPE OF SERVICES

- D3.1 The Work to be done under the Contract shall consist of Subscription to a Community Engagement Application for the period from one year from the date of award, with the option of five (5) mutually agreed upon one (1) year extensions.
- D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on anniversary date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D3.2 The major components of the Work are as follows:
- (a) Staff orientation and platform training;
 - (b) Unlimited access to platform;
 - (c) 24/7 support;
 - (d) Reports and analytics; and
 - (e) Canadian Hosting.
- D3.3 The funds available for this Contract are \$33,357.63 (CAD).
- D3.3 Notwithstanding D3.1, 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.
- D3.4 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice

by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D4. COOPERATIVE PURCHASE

- D4.1 The Contractor is advised that this is a cooperative purchase.
- D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same 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 D4.4 and D4.5 will apply.
- D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D5. DEFINITIONS

- D5.1 When used in this Request for Proposal:
- (a) "**Dedicated Canadian Hosting**" means IT infrastructure including but not limited to servers, storage, networking, backup, disaster recovery located within Canada which is supported and maintained in a secure 24 x 7 environment;
 - (b) "**Geo-fenced Push Notifications/Alerts**" means location based notifications/alerts sent to a subscriber's mobile device;
 - (c) "**Group Specific Push Notifications/Alerts**" means notifications/alerts sent to a subscriber's mobile device based on their assignment to any group of registered app users;
 - (d) "**Lexis Nexis**" means provider of WPS's online reporting system - CopLogic;
 - (e) "**Proponent**" means any Person or Persons submitting a Proposal for Services;
 - (f) "**TipSoft**" means tip software used by Winnipeg Crime Stoppers;

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Ritchie Miller
Division 31, Project Group
Winnipeg Police Service
Telephone No. 204-986-8111
Email Address: rmiller@winnipeg.ca

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

D6.3 Proposal Submissions must be submitted to the address in B7.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor during the performance of the Contract, are the property of the City and shall not be appropriated for the Contractor's own use, or for the use of any third party.

D7.2 A Contractor who violates any provision of D7 or D12 may be determined to be in breach of Contract.

D8. NOTICES

D8.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

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

D10. SAFE WORK PLAN

D10.1 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.

D10.2 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>

D11. INSURANCE

D11.1 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 added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, employer's liability, non-owned

automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work and throughout the warranty period;

- (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;
- (c) Professional liability insurance in an amount not less than \$500,000 per claim and \$1,000,000 in the aggregate. Such policy shall provide for a twelve (12) month extended reporting period or remain in force for twelve (12) months after Total Performance.

- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.
- D11.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.
- D11.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D11.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

CONTROL OF WORK

D12. INFORMATION MANAGEMENT

- D12.1 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA", the "Act") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with that Act.
- D12.2 For the purposes of D12, any reference to "Representatives" shall mean the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, and other representatives of the Contractor.
- D12.3 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all information and materials (regardless of form or medium or origin, including all information that is submitted to the Community Engagement Application by third party users of the Community Engagement Application) acquired by it, or to which it is given access during the course of the performance of the Contract, and any copies thereof (the "Confidential Information"). For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D12.4 The Contractor shall be deemed an "information manager", as that term is defined by section 44.1 of FIPPA, and any collection, storage, use, disclosure, or destruction of, or access to (collectively, "Use"), Personal Information by the Contractor or its Representatives shall be done pursuant to the Act.
- D12.5 Further to D7, 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 Community Engagement Application, the Services or the Confidential Information without the prior written authorization of the City.

- D12.6 Further to D7, 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.
- D12.7 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.
- D12.8 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.
- D12.9 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.
- D12.10 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.
- D12.11 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.

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D10; and

- (iv) evidence of the insurance specified in D11.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14. ORDERS

- D14.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D15. RECORDS

- D15.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D15.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D15.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D16. INVOICES

- D16.1 Further to C11, 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
- D16.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D16.4 **Proposal Submissions must not be submitted to the above facsimile number. Proposals must be submitted in accordance with B7.**

D17. PAYMENT

- D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D18. WARRANTY

D18.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with 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. SERVICES

E2.1 The Contractor shall:

- (a) deliver a Mobile Community Engagement Application Branded as the official Winnipeg Police Service mobile application;
- (b) [identify what records the Community Engagement Application will create, the disposition of those records and confirmation they will not be used for any other purpose;](#)
- (c) have integration capabilities with existing Canadian Police Agencies mobile community engagement applications;
- (d) have integration capabilities with Motorola Solutions – TipSoft (Crime Stoppers tip software);
- (e) have integration with Lexis Nexis (formerly Cop Logic) (WPS online reporting provider);
- (f) have geo-fenced and group specific citizen based push notifications and alert system;
- (g) have internal communication abilities aimed at facilitating information sharing within the Winnipeg Police Service;
- (h) have capabilities for real-time information sharing between citizens and Police agencies.
- (i) have ability to link to existing WPS social media, website and similar communication platforms; and
- (j) have developed, launched and supported a Police specific mobile community engagement application within the past three years.

E2.2 Training and Support

- (a) Staff orientation and platform training;
- (b) Unlimited access to platform;
- (c) 24/7 support;
- (d) Reports and analytics; and
- (e) Canadian Hosting

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F1.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
 - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:
- (a) A list of names (including maiden names), addresses, dates of birth, and telephone numbers and occupations of all immediate family members (including parents) and their spouses/common law. Include your spouse/common law boyfriends, girlfriends and their family members. This includes stepbrothers, stepsisters, half-brothers and half-sisters. This list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
 - (b) A list of names, dates of birth, addresses and telephone numbers and occupations of at least four (4) of your closest friends. This list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
 - (c) The name of the immediate supervisor title or position within their organization, and telephone number, mailing address and email address.
 - (d) A list of all past addresses and dates when resided.
 - (e) Identification - photocopies of two valid pieces of identification with at least one piece of photo identification:
 - (a) Photo Identification must be one of the following:
 - (i) Driver's License,
 - (ii) Passport,
 - (iii) Permanent Resident Card,
 - (iv) Aboriginal Status Card,
 - (v) Manitoba Public Insurance Identification Card.
 - (b) Second identification must be one of the following:
 - (i) Birth Certificate,
 - (ii) Social Insurance Card – (SIN confirmation letters effective April 2014),
 - (iii) Provincial Health Card,
 - (iv) Citizenship Card,
 - (v) Firearms License,
 - (vi) Immigration Papers,
 - (vii) National Defense Card,
 - (viii) Nexus Card,
 - (ix) FAST CARD from Canada Border Services Agency.

- (f) A completed Form P-608: Security Clearance Check authorization form available at https://www.winnipeg.ca/matmgt/templates/Security_Clearance/Security_Clearance.stm. Form P-608 must be signed and dated.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.

- F1.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:
 - (a) within five (5) Business Days of the Award of Contract; or
 - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.

- F1.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.

- F1.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
 - (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.

- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.

- F1.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
Winnipeg Police Service
Division 30 Services
Attn: Security Section Supervisor
245 Smith Street
Winnipeg MB R3C 0R6