



833-2014 ADDENDUM 1

REQUEST FOR PROPOSAL FOR A SERVICE CONTRACT TO IDENTIFY REQUIREMENTS FOR REPLACEMENT OF WINNIPEG FIRE PARAMEDIC SERVICE COMPUTER AIDED DISPATCH SYSTEM

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE REQUEST FOR PROPOSAL

ISSUED: November 3, 2014
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THIS ADDENDUM SHALL BE INCORPORATED INTO THE REQUEST FOR PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

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Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Proposal may render your Proposal non-responsive.

PART B – BIDDING PROCEDURES

Revise: B14.1 to read:

B14.1 Bidders should present a well thought-out plan that could be used to handle the organizational change issues that can be foreseen to arise from the Computer Aided Dispatch system project and what post-implementation support should be considered. The plan should be consistent with the change management advice to project managers found in the Asset Management Project Management Manual prepared by The City of Winnipeg Infrastructure Planning Division (**see Appendix A and B**). The City of Winnipeg uses the Prosci/ADKAR Model for organizational change management.

PART C – GENERAL CONDITIONS

Revise: C0.1 to read:

C0.1 The General Conditions for **Consultant Services (Revision 2010-10-01)** are applicable to the Services of the Contract.

C0.1.1 The General Conditions for **Consultant 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.

PART D – SUPPLEMENTAL CONDITIONS

Revise D1.1 to read:

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

Revise D2.2(c) to read: Part 3: Determination and Documentation of all CAD system requirements necessary for the creation of an RFP for the procurement on a CAD (**and RMS**) system.

Revise D7 Insurance to read:

D7. INSURANCE

D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

- D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant 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 Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D7.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D7.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a).
- D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D8.10.
- D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D7.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D8.8.
- D7.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.
- Delete: D8.

Revise D9.2 to read:

D9.2 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 D6;
 - (ii) evidence of the insurance specified in D7;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

Revise D11.1 to read:

D11.1 Further to **C13.1**, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

Delete D11.2

Revise D12.1 to read:

D12.1 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

Revise D13.1 to read:

D13.1 Further to **C10**, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

Revise D14 Payment Schedule to read:

D14 PAYMENT SCHEDULE

D14.1 Further to **C10**, payment shall be in accordance with the following payment schedule:

- (a) 50% upon completion of Parts 1, 2, and 3 – April 2, 2015;
- (b) 25% upon completion of Part 4 – April 20, 2015;
- (c) 25% upon completion of Part 5 - October 20, 2015.

D14.2 Further to **C10**, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

Add D15 Definitions

D15 DEFINITIONS

D15.1 "Bidder" means Proponent, when used in this Request for Proposal.

Delete Form H1: Performance Bond

Delete Form H2 Irrevocable Standby Letter of Credit

QUESTIONS AND ANSWERS

- Q1 Section B14.1 Can we obtain a copy of the “Asset Management Project Management Manual” or is it available online?
- A1 Two excerpts from the manual that deal with change management will be provided as an appendix to the addendum. The excerpts describe the City’s change management process and its procedures. Please see Addendum 1, Appendix A and B for further information.
- Q2 Section B16.1 states that Mitchell & Associates has provided information with respect to this Project. Can you clarify the nature of the work and provide said work for review by the bidders?
- A2 There was one informal telephone discussion with Mr. Dave Mitchell of Mitchell and Associates back in July of this year. The subject of the discussion was some general background information on the Winnipeg Fire Paramedic Service that is available in Section D2, Scope of Work. There was no work arising out of the telephone call.
- Q3 Section D2.2 (ii) Multiple records management systems – can you specify the number of RMS systems and what type of RMS they are. Same question for Section (b) Part 2.
- A3 Three RMS systems are under consideration for this activity: a personnel system; a roster system for Fire; and a Roster system for EMS. These systems currently are custom solutions built on older technology.
- Q4 D2.2(c) Part 3: Should this section not also determine the RMS system requirements as well, since Section (d) Part 4 references a CAD (and RMS) system. If so, is this Fire RMS or also EMS RMS such as an electronic Patient Care Record?
- A4 Part 1 of your question: Yes, that’s correct; this section should also determine the RMS requirements. See Addendum.
- Part 2 of your question: The City of Winnipeg is looking for a comprehensive requirements-gathering activity under this section. Fire and EMS records management systems are essentially scheduling or roster systems containing no patient care data.
- Q5 D2.2(d) Part 4: This references implementing the replacement system(s). This does not define implementation – is this Project Management, assistance with configuration of the solution, loading of data, loading of Standard Operating Procedures, Training, Documentation etc.?. Please specify in detail the nature of assistance required in the statement implementing the replacement system(s).
- A5 To elaborate on the expectations relating to implementation, the nature of the assistance would consist of preparatory work for a successful implementation, e.g., assessment of the CAD system vendor’s time lines for implementation of the system. There is no intent for this CAD services Contract to span the entire time frame of the CAD system implementation.
- Q6 Section D8.1 (and Form H1) Performance Security: How do you define the Warranty Period for consulting work?
- A6 Performance Security has been removed. See Addendum 1.
- Q7 How do you measure performance and determine when the client may be in default?
- A7 Performance Security has been removed. See Addendum 1.

- Q8 If the contractor is deemed not to be meeting the performance standards in the timelines how is it determined if any contributory delays are caused by the client?
- A8 Performance Security has been removed. See Addendum 1.
- Q9 If the performance bond is pulled, is there an opportunity to appeal?
- A9 Performance Security has been removed. See Addendum 1.
- Q10 Section D10.1 Critical Stages: Please confirm that expectations are that the CAD RFP will be complete and vendor selected by April 30, 2015, and that it will be fully implemented by Oct 30, 2015, including all interfaces such as CAD-CAD links with Police, Mobile Data Terminals, 9-1-1 and other related systems?
- A10 The expectations/time frames are: that the RFP for the CAD system will be substantially complete by April 2, 2015; that the RFP will be completed and issued on April 30, 2015; and that the bids will close on June 30, 2015. The contract for the CAD system will be awarded by August 31, 2015; then the change management process will commence; to a large extent it will be based upon the specific features and technology of the selected product. The work in D2.2(e), Part 5, will prepare the Winnipeg Fire Paramedic Service for the implementation of the new CAD system by defining the organizational change management process related to the implementation; there is no intent for this CAD services contract to span the entire time frame of the CAD system implementation.
- Q11 Section D11.1(b) Deficiencies: What is the implication if the schedule has been delayed by the client and not the contractor?
- A11 Should the schedule be delayed by the City it would not be considered Defective work or a Deviation.
- Q12 Section D2.2 d) identifies that Part 4 includes "implementation of the replacement system". In Section D10.1(c) the timeline for Part 4 is identified as completion by April 15, 2015. Is this timeline intended to include implementation or everything up to the selection of the vendor only? This doesn't appear to be an achievable timeline for full implementation for all the required systems.
- A12 For clarification, the expectations/time frames in D10 are: that the RFP for the CAD system will be substantially complete by April 2, 2015; that the RFP will be completed and issued on April 30, 2015; and that the bids will close on June 30, 2015. The contract for the CAD system will be awarded by August 31, 2015; then the change management process will commence; to a large extent it will be based upon the specific features and technology of the selected product. The work in D2.2(e), Part 5, will prepare the Winnipeg Fire Paramedic Service for the implementation of the new CAD system by defining the organizational change management process related to the implementation; there is no intent for this CAD services contract to span the entire time frame of the CAD system implementation.
- Q13 Section D8 of the RFP refers to the contractor obtaining a performance bond until the end of the warranty period. As this RFP consists of services to be provided and does not involve a "product or material" we are wondering why this requirement has been stipulated.
- A13 Performance Security has been removed. See Addendum 1.
- Q14 It appears that this RFP has incorporated conditions related to "Services" as opposed to "Consultant's Services": <http://www.winnipeg.ca/finance/findata/matmgt/conditions/gc-consultantserv2010-10-01.pdf> and we are wondering why?
- A14 See Addendum 1.
- Q15 We would like to clarify the expectation of the warranty laid out in C12. What are the expectations of this warranty for the purposes of this RFP? Can we confirm that there is no expectation that we would warrant or

otherwise be bound to the performance, product, materials or services of the CAD/RMS vendor(s) selected through the evaluation process?

A15 Warranty is not required for this Contract. See Addendum 1.

Q16 Can you also confirm whether a municipal business license is required if awarded the contract?

Q16 The requirements would be as stated in D6.