



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 910-2021**

**PROVISION, INSTALLATION, DATA HOSTING AND MAINTENANCE FOR A  
RAINFALL NETWORK SERVICE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION, INSTALLATION, DATA HOSTING AND MAINTENANCE FOR A RAINFALL NETWORK SERVICE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 25, 2022.

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

### **B3. ENQUIRIES**

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

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.

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

### **B4. CONFIDENTIALITY**

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

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

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

## **B5. ADDENDA**

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

## **B6. SUBSTITUTES**

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

- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B24.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/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) Solution Usability (Section G) in accordance with B14; and
  - (f) Technical Specifications (Section H) in accordance with B15.
- B7.3 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.
- B7.4 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B7.5 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.5.1 Proposals will **only** be accepted electronically through MERX.
- B7.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).
- B7.7 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL**

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

- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.1.2 The Solution implementation costs should include the following:
- (a) Installation and Setup – Provide costs for complete installation, configuration and testing.
  - (b) Training – Provide costs for training City of Winnipeg Water and Waste end users (10 concurrent users, up to 20 users). Include costs to develop training documentation.
  - (c) If third party software products are required to provide the complete Solution as specified, provide licensing/subscription model costs and other related implementation costs.
- B9.2 The Proponent shall provide all costs required for ongoing maintenance and support of the Solution, including but not limited to:
- (a) Maintenance and support for software, including upgrades, hosting fees (if applicable), and annual licensing/subscription costs if vendor is providing software as a service.

- (b) User support – The Proponent shall provide support for the City application users on incidents Monday to Friday, 8 am to 5 pm Central time. As well, the Proponent shall provide support to City application users post-implementation who require advice or have questions on how to configure the Solution to meet evolving business needs.

- B9.3 If third party software products are required to provide the complete solution as specified, provide annualized ongoing support costs for these third party products.
- B9.4 Ongoing support costs provided should be annualized costs for a 5-year period, including the initial implementation year if applicable.
- B9.5 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.
- B9.6 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.
- B9.7 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 Software as a Service for rainfall monitoring, implementation, maintenance; management and contract administration services on three projects of similar complexity, scope and value.
- B10.2 For each project listed in B10.1(a), the Proponent should submit:
  - (a) description of the project;
  - (b) Solution capabilities;
  - (c) role of the contractor;
  - (d) project owner;
  - (e) reference information (one current names 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 firm profile information, including years in business, average volume of work, number of employees and 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, including the principals-in-charge, the Contractors Representative, managers of the key disciplines. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in providing services in accordance with D3. 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 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 names 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 D3.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the City's Project methodology with respect to the information provided within this RFP; and
  - (c) any other issue that conveys your team's understanding of the Project requirements.
- B12.5 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

**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. SOLUTION USABILITY (SECTION G)**

- B14.1 The Proponent should describe how the 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 when performing routine tasks.

In their response the Proponent should address the points below (as applicable) with respect to the Solution:

- (a) consistency across functions and screens;
- (b) number of clicks to perform critical functions is minimized;
- (c) help text, wizards, or visual elements such as a graphic showing next steps provide guidance and nudge users in the right direction;
- (d) data needed by users to make decisions or process information is presented in one screen;
- (e) user can apply sorts and filters to display data and customize data views to their needs;

- (f) icons or menu items for critical functions are easy to locate and understand;
- (g) data visualization techniques are applied, to facilitate understanding of presented data.
- (h) navigation can be effectively done without a mouse when applicable;
- (i) self-explanatory messages that clearly indicate resolutions are present where appropriate.
- (j) accessible to users who may have vision impairment or colour-blindness. For example, the Solution does not rely on colour alone to convey meaning, and solution adheres to *The Accessibility for Manitobans Act* (CCSM c A1.7), Web Content Accessibility Guidelines (WCAG) 2.1 Level AA,s and best practices.

## **B15. TECHNICAL SPECIFICATIONS (SECTION H)**

B15.1 The Proponent should create a document specifically for this Request for Proposal that addresses each specification in E5, E6, E7. The document should include details describing how the Proponent meets each specification.

## **B16. DISCLOSURE**

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

B16.2 The Persons are:

- (a) N/A

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

B17.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B17.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B17.3 In connection with its Proposal, each entity identified in B17.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;

- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B17.4 Without limiting B17.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B17.5 Without limiting B17.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
  - (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B17.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B18. QUALIFICATION**

- B18.1 The Proponent shall:
  - (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B18.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B18.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) have successfully carried out work similar in nature, scope and value to the Work; and

- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .
- B18.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B18.5 Further to B.18.3(b), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of the following:
- B18.5.1 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 shall be treated in accordance with D6 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 D6, including:
      - (i) how the Solution meets the requirements for rapid repatriation of Confidential Information;
      - (ii) the data format of the Confidential Information once extracted from the Solution;
      - (iii) the Solution's ability to purge Confidential Information based on City approved records retention and disposition schedules; and
      - (iv) how the Proponent would address official, time sensitive access to information requests.
  - B18.5.2 If the Solution is cloud-hosted, that Confidential Information shall be stored, transported, and transmitted ("Sited") in a secure jurisdiction by providing:
    - (a) written confirmation that Confidential Information shall not be Sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part; or
    - (b) written confirmation that the Confidential Information shall be Sited in a proposed alternative jurisdiction that will apply equivalent or greater protections to the Confidential Information, and that no duplicates or portions thereof shall be sited outside of said proposed alternative jurisdiction, in whole or in part, and shall provide full details of such proposed alternative, including:
      - (i) what Confidential Information will not be Sited in Canada;
      - (ii) under what circumstances the above Confidential Information will not be Sited in Canada; and
      - (iii) where the above Confidential Information will be Sited.
    - (c) The City reserves the right to assess proposed alternative jurisdictions and may in its sole discretion determine whether such proposed alternative jurisdictions provide equivalent or greater protections to the Confidential Information than Canada.
  - B18.5.3 If the Solution is cloud-hosted, the Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing:
    - (a) that the Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing: a certificate of compliance with ISO/IEC 27001 (or a functionality equivalent standard, as determined by the City, such as the AICPA SOC auditing framework NIST SP 800-53) from an accredited certification body; or

- (b) a written description of how the Solution complies with ISO/IEC 27001,27002,27017, and 27018 (or functionally equivalent standards, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53).

B18.5.4 Further to B17.5.3, the City reserves the right to assess any proposed functional equivalents to the ISO/IEC standards, and may in its sole and absolute discretion determine whether such proposed functional equivalents provide a satisfactorily equivalent level of protection.

B18.5.5 The City further reserves the right to assess any written descriptions of compliance with the ISO/IEC standards (or equivalents) to determine whether such written descriptions provide evidence of compliance that is satisfactory to the City, in its sole and absolute discretion.

B18.6 The Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide copies of any additional agreements or documents that the Proponent will request the City to sign or agree to (for example, End User Licensing Agreements (EULAs) for the Solution, Terms of Service, etc.) pursuant to E1.3.

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

B19.1 Proposals will not be opened publicly.

B19.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B19.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B19.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## **B20. IRREVOCABLE OFFER**

B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B20.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

## **B21. WITHDRAWAL OF OFFERS**

B21.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

## **B22. INTERVIEWS**

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

- B22.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios. The City expects that the Proponent would be demonstrating a functional version of their proposed Solution.
- B22.3 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or product demonstrations.

### **B23. NEGOTIATIONS**

- B23.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B23.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B23.3 If, in the course of negotiations pursuant to B23.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

### **B24. EVALUATION OF PROPOSALS**

- B24.1 Award of the Contract shall be based on the following evaluation criteria:
- |  |             |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B18:                                 | (pass/fail) |
| (c) Total Bid Price;   | 40%         |
| (d) Experience of Proponent and Subcontractor; (Section C)   | 15%         |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)   | 10%         |
| (f) Project Understanding and Methodology (Section E)  | 10%         |
| (g) Project Schedule. (Section F)  | 5%          |
| (h) Solution Usability (Section G)   | 5%          |
| (i) Technical Specifications (Section H)   | 15%         |
- B24.2 Further to B24.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is qualified.
- B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B24.5 Further to B24.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

- B24.5.1 Further to B24.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B24.6 Further to B24.1(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.
- B24.7 Further to B24.1(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.
- B24.8 Further to B24.1(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.
- B24.9 Further to B24.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B24.10 Further to B24.1(h), Solution Usability will be evaluated considering the Proponent's response to the information requested and submitted, in accordance with B14
- B24.11 Further to B24.1(i), Technical Specifications will be evaluated considering the Proponent's response to the information requested and submitted, in accordance with B15
- B24.12 Notwithstanding B24.1(d) to B24.1(i), where Proponents fail to provide a response to B7.2(a) to B7.2(f), the score of zero may be assigned to the incomplete part of the response.
- B24.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B22.
- B24.14 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B24.15 This Contract will be awarded as a whole.

## **B25. AWARD OF CONTRACT**

- B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B25.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B25.2.1 Without limiting the generality of B25.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B25.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

- B25.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B25.4.1 The Contract documents as defined in C1.1(p) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B25.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B25.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.



## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. BACKGROUND

D2.1 The City of Winnipeg – Water & Waste Department currently has a rainfall network comprised of 36 rain gauge sites. The rain gauges are used to track and report on rainfall events larger than 3 mm average accumulation across the rainfall network. Rainfall reports are generated based on the data collected. The rainfall network also feeds into the City of Winnipeg's SCADA system to assist with Combined Sewer Overflow model simulations.

#### D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of the provision, installation, and maintenance of equipment for a Rainfall Network for the period from May 1, 2022 until March 31, 2023. The contract also consists of providing and maintaining a secured Solution and data management, for the purpose of storing, analyzing and publishing the City of Winnipeg's rainfall data from 36 rainfall stations. This contract is for one (1) year with the option of four (4) mutually agreed upon one (1) year extensions.

D3.1.1 The City may negotiate the extension option(s) 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.

D3.1.2 Changes resulting from such negotiations shall become effective on April 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D3.2 The major components of the Work are as follows:

- (a) Install rainfall equipment at all 36 sites
- (b) Maintain all rainfall equipment throughout the contract
- (c) Create a Solution that will produce the required maps and charts shown in Appendix A,B, C, and D and other functionalities stated in section E
- (d) Integrate the rainfall gauges and Solution
- (e) Maintain the Solution throughout the contract

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, 2022.

D3.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

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. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) **"API"** means Application Programming Interface which is a software intermediary that allows two applications to talk to each other.
- (b) **"IDF"** stands for Intensity, Duration, Frequency;
- (c) **"DMP3"** stands for Distributed Network Protocol
- (d) **"IP"** is an abbreviation for Internet Protocol;
- (e) **"Rainfall Monitoring Network"** means all rain gauge and data logger equipment as well as any equipment needed to relay data to a web based interface;
- (f) **"Rainfall Station"** means the individual rainfall monitoring equipment such as rain gauges and data loggers that will be placed at various locations throughout the City;
- (g) **"Service"** means the fully functional application that the contractor provides.
- (h) **"Software as a Service (SaaS) or Cloud Software"** means Software which is hosted and maintained on the internet, as opposed to being installed and maintained on City of Winnipeg infrastructure.
- (i) **"Solution"** means the software program to be provided by the Contractor pursuant to this Contract. For the avoidance of doubt, the term Work, as used in this Contract, includes the provision of the Solution, but is not limited to the provision of the Solution, and also includes the additional scopes of Work (configuring, testing implementing and providing support) as detailed pursuant to D3.
- (j) **"Use"** means the collection, storage, use, processing, reproduction, modification, disclosure, or destruction of, or access to, Confidential Information.

#### D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Cory Nault C.E.T.  
Technologist 2 Water & Waste Department  
Telephone No. 204 986-3670  
Email Address: [cnault@winnipeg.ca](mailto:cnault@winnipeg.ca)

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

#### D6. INFORMATION MANGEMENT

The following provisions are in addition to any preceding obligations of confidentiality contained in these conditions. All requirements apply to both the Contractor and the Solution offered by the Contractor.

D6.1 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.
- D6.2 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all Confidential Information which it acquires or Uses, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D6.3 The Contractor shall be deemed an “information manager”, as that term is defined by section 44.1 of FIPPA, and any Use of Personal Information by the Contractor or its Representatives shall be done pursuant to and in accordance with that Act.
- D6.4 Further to C23, all Confidential Information is and shall remain the property of the City.
- D6.5 Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the RFP, the Contract, the Work, the City and/or its Representatives, or the Confidential Information without the prior written authorization of the City.
- D6.6 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 on 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, 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.
- D6.7 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 upon confirmation from the City that said copy is acceptable 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.
- D6.8 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.
- D6.9 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.

- D6.10 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.
- D6.11 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.

## **D7. NOTICES**

- D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D9. INSURANCE**

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
  - (c) professional liability insurance in the amount of \$500,000 per claim and \$1,000,000 in the aggregate. Such insurance shall continue for six (6) months after Total Performance or the

insurance shall include an extended reporting period for six (6) months following Total Performance.

- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.
- D9.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D9.5 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.
- D9.6 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 and/or any mutually agreed upon extensions.

## **SCHEDULE OF WORK**

### **D10. COMMENCEMENT**

- D10.1 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.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) evidence of the insurance specified in D9; and
    - (iv) the direct deposit application form specified in D14.
- D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

### **D11. LIQUIDATED DAMAGES**

- D11.1 If the Contractor fails to achieve the Work of the Contract in accordance with D3 the Contractor shall pay the City two hundred dollars (\$200) per Working Day for each and every Working Day following the day fixed herein until the Work is complete;
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **D12. COVID-19 SCHEDULE DELAYS**

- D12.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

- D12.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D12.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.5 The Work schedule, including the durations identified in D3, where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D12.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## MEASUREMENT AND PAYMENT

### D13. INVOICES

- D13.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204- 949-0864  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

- D13.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
  - date of delivery;
  - delivery address;
  - type and quantity of work performed;
  - the amount payable with GST and MRST shown as separate amounts; and
  - the Contractor's GST registration number.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D14. PAYMENT

- D14.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).
- D14.2 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**D15. PAYMENT DEDUCTIONS**

- D15.1 If the Contractor fails to repair gauges that are not displaying accurate data on the Solution Platform within seven (7) working days the Contractor shall pay fifty dollars (\$50) per Working Day per Gauge.
- D15.2 If the Contractor fails to repair the Solution that is not working or providing accurate data within three (3) working days the Contractor shall pay fifty dollars (\$50) per Working Day per Gauge.
- D15.3 If the Contractor fails to do the annual maintenance/calibration on all rainfall equipment and does not provide a report with calibration sheets documenting how each station was calibrated and maintained before April 1 of that year the Contractor shall pay fifty dollars (\$50) per Working Day.
- D15.4 Once repairs are completed the Contractor shall contact the contract administrator and payment deductions will no longer be applied.

**WARRANTY**

**D16. WARRANTY**

- D16.1 Warranty is as stated in C13.



## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 These Specifications shall apply to the Work, including the Solution.
- 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.
- E1.3 The Solution's End User Licensing Agreement (EULA), as well as any other agreement which the Proponent proposes to have signed, or agreed to, by the City (such as Terms of Service), must either be compliant with all relevant terms of the Contract (including, without limitation, the obligations imposed upon the Contractor by D6 and D7) or be sufficiently negotiable to meet the same standards.

#### **E2. SERVICES**

- E2.1 Installation of Equipment
- (a) The Contractor shall install 36 rainfall monitoring stations in select locations chosen by the City. All rainfall monitoring stations are to be commissioned by May 1, 2022;
  - (b) Installation shall be completed by a professional technician who abides by the Contractors Safe Work Plan specified in D8;
  - (c) The rain gauges shall be double catchment tipping buckets that measure in 0.2 mm increments or less;
  - (d) The rain gauge accuracy shall be within a +/- 4% error tolerance;
  - (e) Each rainfall station configuration shall include a data logger with an independent battery backup in case of power failures.
    - (i) The data-logger shall be able to connect to the City of Winnipeg's ClearSCADA
    - (ii) DNP3 (Level 2 or higher) is the required protocol for communication with ClearSCADA.
- E2.2 Maintenance and Calibration
- (a) The Contractor shall provide a maintenance and repair program for the rainfall stations;
    - (i) In the event the Contractor cannot perform required maintenance or repairs to a rainfall gauge, thereby requiring the City of Winnipeg to perform the maintenance/repairs on behalf of the Contractor, cost deductions to the contract will be negotiated between the City of Winnipeg and the Contractor.
  - (b) Any vandalism or defects incurred with the rainfall stations shall be the responsibility of the Contractor to repair or replace as may be required;
  - (c) Appropriate preventative maintenance equipment such as mesh to block debris build up shall be included with the rainfall stations upon their installation;
  - (d) If the Contract is extended the Contractor is required to calibrate and maintain the rainfall gauges before April 1<sup>st</sup> of the extended year or liquidated damages will occur. The Contractor shall notify the Contract Administrator with a document summarizing the maintenance program, including calibration tests, and what maintenance was performed at a specific site.

**E2.3 Monthly Cellular Fees**

- (a) The Contractor shall provide rainfall gauges that use SIM card (4G minimum) technology or similar technology for all stations. The Contractor will charge the City a monthly fee listed on Form B: Prices.

**E2.4 Monthly Lease of Equipment**

- (a) The Contractor shall provide rainfall equipment for the 36 locations. The Contractor will charge the City a monthly fee listed on Form B: Prices.

**E3. SET UP, ANNUAL SERVICE AND DEVELOPMENT**

- (a) The Service shall be able to ingest data from a network of 36 rainfall stations upon receipt of award; and
- (b) The Contractor shall provide the City of Winnipeg with the cost of set up for each rainfall station.

**E3.2 Monthly Services**

- (a) The Contractor shall provide the City of Winnipeg with monthly service fees.

**E3.3 Development**

- (a) The City of Winnipeg realizes that some items listed in E4 may not be fully functional at the time of award. The City of Winnipeg requires all software and programming development to be completed three weeks after receipt of award.

**E4. SERVICES**

E4.1 The Contractor shall provide the following in accordance with the requirements hereinafter specified:

E4.2 The Work shall include provision of all items, services, and resources required for the complete functioning of the proposed Solution, including but not limited to the cost of all applications, software (including 3<sup>rd</sup> party), add-ons, patches, peripherals/ accessories, installation, configuration, testing, perpetual licensing, initial annual subscription, professional support, and/or training.

E4.3 The Contractor shall provide support for users on incidents Monday to Friday, 8 am to 5 pm central time. As well, the Contractor shall provide support to user's post-implementation who require advice or have questions on how to reconfigure the Solution to meet evolving business needs.

**E5. SOLUTION REQUIREMENTS**

E5.1 The Contractor shall provide the Solution in accordance with the requirements specified in B14, D6 and D7.

E5.2 If the Solution is cloud-hosted, the Contractor shall ensure the Application Programming Interface (API) service and documentation is available and consumable by the City of Winnipeg.

E5.3 The Contractor shall implement, maintain, and support the Solution, including upgrades and hosting (if applicable).

E5.4 The Contractor shall have a fully operational Solution data management and analysis platform

E5.5 The City of Winnipeg shall be provided access at all times to data gathered by the Contractor on behalf of the Water and Waste Department. The data shall be displayed in real-time or near real time;

E5.6 Rainfall stations shall use push rather than pull technology for data retrieval;

E5.7 The Contractor shall provide a plan that outlines the Contractor's procedure for dealing with Application failure. This shall include how the Contractor plans to fix the problem, the timeframe for fixing the problem and how the Contractor will provide data in the interim. The Contractor shall guarantee an expected uptime of 95%; and no scheduled maintenance is permitted from 8 am to 5 pm Central Time.

## E6. RECORDKEEPING REQUIREMENTS

E6.1 To satisfy City of Winnipeg recordkeeping requirements, the procured Solution shall:

- (a) Assign records management actions to users based on roles (e.g., create, read, modify, delete, etc.);
- (b) Provide Records Management functionalities, including the ability to declare records and make them immutable and the ability to undertake records disposition actions (export or destroy) once records' retentions have been met;
- (c) Allow users with appropriate role-based access to permanently delete records (in a way that they cannot be reconstituted) once the City authorizes their legal destruction;
- (d) Produce a certificate or report of deletion of records and associated metadata
- (e) The Contractor shall ensure when daylight savings occur that they adjust all clocks on all the devices to keep with Central time zone in Winnipeg

## E7. DATA MANAGEMENT

- (a) The Solution shall be able to ingest rainfall data every hour directly from any network as specified by the City of Winnipeg;
- (b) The Solution shall have the ability to perform a regular automated backup. The Solution will provide City of Winnipeg staff with the ability to backup all data to the City's own data network on a regular basis;
- (c) The Contractor shall maintain a historical repository of the data that can be readily exported to the City of Winnipeg user on demand;
- (d) The Solution shall be capable of storing critical metadata for each station, for example site reports, and photo files etc.

E7.2 Access and Training

- (a) The Solution shall be accessible to a minimum of 20 Users to include City of Winnipeg staff, consultants, and collaborators (10 simultaneous Users);
- (b) The Contractor shall provide training and support services to the City of Winnipeg for use of the application at no additional charge; and
- (c) The Contractor shall provide training to Users.

E7.3 Data Display, Editing and Analysis

- (a) The Contractor shall have or be able to develop the following by April 22, 2022. For each item,
  - (i) The Solution shall display rainfall information on a map-based user interface. It shall also display station information, such as current status, today's rainfall or the latest rainfall event and display general site information;
  - (ii) The Solution shall provide a display map of the City of Winnipeg that auto-generates rainfall isohyetal (accumulation) maps (see example in **Appendix A**) and intensity (including return periods) maps (see example in **Appendix B**);
  - (iii) The Solution shall include built-in features to allow graphs, maps and data for specified time periods to be downloaded directly into MS Excel spreadsheets, and/or comma separated value files on demand. Also include built-in features to print graphs and maps directly from the application;

- (iv) The Solution shall have the ability to create a rainfall static display from a map graphic supplied by the City of Winnipeg. This map will allow the User to select specific dates to generate a static rainfall accumulation map. This map will be available to the City of Winnipeg staff and to the public. The Contractor shall not place any advertisements on the map or site other than approved City of Winnipeg branding;
  - (v) The Solution shall provide an IDF analysis tool that can define rainfall events against City of Winnipeg defined IDF curves (see example in **Appendix C**) for periods from 5 minutes to 24 hours and provide a feature to produce IDF reports. This tool shall identify the station with the maximum intensity, and maximum accumulation and be able to define the intensity for all stations for a given time period;
  - (vi) The Solution shall provide an HYETO chart capability to display the time and amount of rainfall (see example in **Appendix D**).
  - (vii) The Solution shall produce on demand rainfall data organized into daily, weekly, monthly and annual tabular data summary reports;
  - (viii) The Service shall provide graphical data editing capabilities including the ability to select data directly on graphs or in tables, and edit the data including making changes to individual data points. This feature shall have metadata associated with all changes;
  - (ix) The Solution shall have the ability to display raw and final rainfall data, hydrograph format and hyetograph format for any specified time period;
  - (x) The Solution shall have the ability to preselect a group of rainfall stations.
    - (i) Have a programable button that can select a group of stations
  - (xi) The Solution shall allow multiple parameters from different sites to be displayed on the same graph or as a set of individual graphs by site with the same parameters selected; and
  - (xii) The Solution shall provide an analysis tool that can validate rainfall from historical and current events by allowing the User to plot the cumulative rainfall total from one station against another for a given time period.
    - (i) The user shall be able to download the whole year of data all at once.
- (b) The Contractor shall have or be able to develop the following by April 22, 2022. For each item, state whether the item is already developed or needs to be developed:
- (i) The Solution shall deliver text-based alarms to specified individuals via email, text message, and in reports from the web and the ability to indicate alarm location and status through the map-based User interface;
  - (ii) The Solution shall allow different City of Winnipeg User groups to setup and customize individual alarm levels online for any field measured and include the ability to combine values from multiple sites into one alarm rule; and
  - (iii) Alarm location and status shall be indicated through the map-based User interface.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

F1.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Global Sanctions & PEP Check **and** a Police Information Check as detailed below.

F1.1.1 The Global Sanctions & PEP Check must be obtained through Sterling BackCheck.

- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
- (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account. Click on the link below, complete the form, and hit submit. **\*\***(This form is to be completed by the company, not by the employee requiring the security clearances). <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
- (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
- (d) In order to run a Global Sanctions & PEP Check and/or a Police Information Check, follow the steps below:
  - (i) Click on the sub-tab labelled "Order eConsent".
  - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
  - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
  - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Global Sanctions & PEP Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & PEP Check and the Police Information Check shall have a grey check mark beside them.
  - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
  - (vi) The employee will receive the invitation and must click on the link and complete their Global Sanctions & PEP Check and/or Police Information Check.
  - (vii) The results of the Global Sanctions & PEP Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
- (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: [linda.ferens@sterlingcheck.com](mailto:linda.ferens@sterlingcheck.com) OR [managedsupport@sterlingcheck.com](mailto:managedsupport@sterlingcheck.com)

F1.1.2 The Police Information Check must be obtained from one of the following:

- (a) Sterling BackCheck;

- (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or
  - (b) A police service having jurisdiction at his/her place of residence;
    - (i) The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner.
    - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Contract Administrator; or
  - (c) Commissionaires (Manitoba Division);
    - (i) Forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
    - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator; or
  - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
    - (i) Forms to be completed can be found on the website at: <https://myfastcheck.com>
  - (e) The applicant shall provide the original Police Information Check to the Contract Administrator.
- F1.2 Any individual for whom a Global Sanctions & PEP Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- F1.3 Individuals for whom a Global Sanctions & PEP Check indicates "CLEAR" and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in F1.1.
- F1.4 Individuals for whom a Global Sanctions & PEP Check does not indicate "CLEAR" and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in F1.1.
  - (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
  - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
    - (i) convictions or pending charges related to property offences; and/or
    - (ii) convictions or pending charges related to crimes against another person.
  - (c) Where additional investigation related to a Global Sanctions & PEP Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
  - (d) Additional investigation by the City may take upwards of six weeks.
- F1.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Contractor shall supply the Contract Administrator with a Global Sanctions & PEP Check and a Police Information Check satisfactory to the City obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.6 Any Global Sanctions & PEP Check and Police Information Check determined to be satisfactory to the City will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Global Sanctions & PEP Check and/or a Police Information Check. Any individual F1.1 who fails to provide a Global Sanctions & PEP Check and/or a Police Information Check satisfactory to the City as a result of a

repeated records search will not be permitted to continue to perform any Work as specified in F1.1.