



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 28-2023

PAVEMENT MANAGEMENT SYSTEM AND DATA COLLECTION SOLUTION

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Substitutes	2
B7. Proposal Submission	3
B8. Proposal	4
B9. Prices	4
B10. Form N – Requirements (Section C)	5
B11. Experience of Proponent and Subcontractors (Section D)	5
B12. Experience of Key Personnel Assigned to the Project (Section E)	5
B13. Project Understanding and Methodology (Section F)	6
B14. Project Schedule (Section G)	6
B15. Business Requirements (Section H)	7
B16. Technical Requirements (Section I)	7
B17. Training and Support (Section J)	10
B18. Value-Added or Innovation Services (Section K)	10
B19. Disclosure	11
B20. Conflict of Interest and Good Faith	11
B21. Qualification	12
B22. Opening of Proposals and Release of Information	13
B23. Irrevocable Offer	13
B24. Withdrawal of Offers	13
B25. Interviews and Product Demonstrations	13
B26. Negotiations	14
B27. Evaluation of Proposals	14
B28. Award of Contract	15

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Background	1
D3. Scope of Services	3
D4. Definitions	4
D5. Contract Administrator	4
D6. Accessible Customer Service Requirements	4
D7. Unfair Labour Practices	5

Submissions

D8. Authority to Carry on Business	6
D9. Insurance	6

Schedule of Work

D10. Commencement	6
D11. Critical Dates	7
D12. COVID-19 Schedule Delays	7
D13. Records	7

Measurement and Payment

D14. Invoices	7
D15. Payment	8
D16. Payment Schedule	8

Warranty

D17. Warranty	8
---------------	---

Dispute Resolution

D18. Dispute Resolution	8
-------------------------	---

Third Party Agreements

D19. Funding and/or Contribution Agreement Obligations	9
--	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications	1
E2. Services	1
E3. Service Specifications	1
E4. Requirements	2

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
------------------------	---

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PAVEMENT MANAGEMENT SYSTEM AND DATA COLLECTION SOLUTION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 31st, 2023.

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.
- B5.4 The Proponent is responsible for ensuring that they have 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 their 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 they wish 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 their 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 B27.
- 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;
 - (b) Form B: Prices; and
 - (c) Form N – Requirements.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section D) in accordance with B11;
 - (b) Experience of Key Personnel Assigned to the Project (Section E), in accordance with B12;
 - (c) Project Understanding and Methodology (Section F) in accordance with B13;
 - (d) Project Schedule (Section G) in accordance with B14;
 - (e) Business Requirements (Section H) in accordance with B15;
 - (f) Technical Requirements (Section I) in accordance with B16;
 - (g) Training and Support (Section J) in accordance with B17; and
 - (h) Value added and Innovation Services (Section K) in accordance with B18.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 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 System and Solution.
- B7.6 Further to B7.5 the Proposal shall identify advantages and disadvantages of the software.
- B7.7 Further to B7.5 the Proposal shall be no more than 50 pages, exclusive of the required forms. Failure to adhere to the page limitation may render the Proposal non-responsive. Only the first 50 pages will be evaluated.

B7.8 Further to B7.5 the Proposal shall include screen shots or examples displaying the look and appearance of the software interface. Screen shots shall be included as an appendix and will be evaluated in addition to the fifty page maximum identified above. The appendix shall be no more than 10 pages.

B7.9 The Proposal shall be submitted electronically through MERX at www.merx.com.

B7.9.1 Proposals will **only** be accepted electronically through MERX.

B7.10 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B27.1(a).

B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

B8.1 The Proponent shall complete Form A: 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 their own name, their 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; or
- (d) if the Proponent is carrying on business under a name other than their 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 their 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; or
- (d) if the Proponent is carrying on business under a name other than their 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.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. FORM N – REQUIREMENTS (SECTION C)

- B10.1 Proponents shall complete Form N – Mandatory and Non-Mandatory Requirements.

B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION D)

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing similar software including implementation, transitioning existing data, training and support services on up to three projects of similar complexity, scope and value. Include projects with concrete, asphalt over concrete and asphalt pavements.
 - (b) details demonstrating the history and experience of the Proponent and Subcontractors in providing a similar automated or semi-automated data collection Solution for driving, walking and cycling facilities including implementation, data processing and quality assurance on up to three projects of similar complexity, scope and value. Include projects with concrete, asphalt over concrete and asphalt pavements.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
- (a) project owner and contact information;
 - (b) description of the project including installation, services provided, System functionality;
 - (c) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately); and
 - (d) description of whether or not the installation is still in use.
- B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B11.3 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.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION E)

- B12.1 Describe your approach to overall team formation and coordination of team members. Specifically, the coordination between the pavement management System team and data collection Solution team, if they are not from the same team.
- B12.1.1 Include an organizational chart for the Project.
- B12.2 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 and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer.

Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.

B12.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11, 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; and
- (d) Reference information (two current names with telephone numbers per project).

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)

B13.1 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.

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D3. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B13.3 Proposals should address:

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

B13.4 For each person identified in B12.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

B13.5 Proponents should clearly state their expected process for review, revision and acceptance of deliverables. Project scheduling and resourcing should reflect that time required to accept deliverables. Approval of deliverables of each project phase are required in order to proceed to the next phase of the project.

B13.6 Proponents should describe customer service responsiveness, hours of staff availability, and available communication mechanisms (e.g. written, verbal, electronic, and in person).

B14. PROJECT SCHEDULE (SECTION G)

B14.1 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.

B14.2 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.

B14.3 The Proponents schedule must also include dependencies between tasks.

B15. BUSINESS REQUIREMENTS (SECTION H)

B15.1 Proponents should provide a description of how the proposed System and Solution will meet requirements outlined in the following sections, in accordance with PART E - :

- (a) Manages street, alley, bike path and sidewalk pavement data;
- (b) Displays pavement information in a spreadsheet and GIS or mapping format for review;
- (c) Provides analysis and reporting;
- (d) Allows mobility for out of office scenarios;
- (e) Provides data collection for driving, cycling and walking infrastructure; and
- (f) Performs data processing and quality control.

B16. TECHNICAL REQUIREMENTS (SECTION I)

B16.1 System Architecture

B16.2 Describe the overall architecture of your proposed System. Include any relevant models / diagrams and description necessary to convey the following architectural perspectives of your System.

- (a) Business Architecture: Describe how your System is designed to meet the specific business functions and processes envisioned for the City.
- (b) Data Architecture: Describe how information is organized, secured, and managed within your System. Include a description of the key data entities relevant to the business scope of your System and how these entities are managed over the long term of the System. Include any references to data / information that is persisted and managed internal to your System and / or linked to any external systems.
- (c) Application architecture: Describe the discrete modules and components of your System and how they relate to the required functions of the System. Include a description of the underlying technology platform (e.g. Net., Java, etc.) and industry standards on which your System is based. Within your description, include any and all third-party applications / components on which your System is dependent. Highlight any software components that will require the City to procure licenses from third parties in order to operate your System. Indicate all your supported browsers and or platforms.
- (d) Technical architecture: Describe the “typical” deployment configurations and network topology used to host your System, and your recommendation for the City in this Proposal. Include cloud architecture, SLA's, etc. Include any relevant network components (firewalls, zones, etc.) and /or enterprise systems (Directory server, mail server) as applicable.

B16.3 System Management

B16.4 Describe the System management activities and processes required to operate and maintain the vitality of your proposed System over time.

- (a) Access: The System should provide the ability to define and control user access to functions and datasets through combination of role based and group-based authorization controls. Describe the features and capabilities used to control access (granted / denied) and user profile and session management.
- (b) Backup & Recovery: The System should include a recommended backup and recovery approach and processes. Describe data redundancy, replication and geographic location of data centers.
- (c) Upgrades: Describe your upgrade process and indicate the level of impact to Systems operations.
- (d) Reporting: Provide a description of the following:
 - (i) Data reporting tools that come with your System (e.g. Power BI);
 - (ii) Preconfigured reports that come with your System;

- (iii) How custom reports can be created and configured;
 - (iv) How on-screen reports are viewed and exported;
 - (v) How automated report scheduling can be setup;
 - (vi) What formats can be used for exporting a report; and
 - (vii) Access to reports is based on user's security role.
- (e) Data Integration: Provide a description of the following data integration requirements:
- (i) Real time data access of all System data by ETL tools and / or third-party systems for purposes of data integration and data warehouse needs;
 - (ii) Data design supports identifying all user data that has been created, updated, or deleted within a range to allow for ETL processes to focus on data deltas since last run;
 - (iii) Accessing real time data does not impact System performance;
 - (iv) Availability and access to the database schema; and
 - (v) Limits on amount of data connections.
- (f) Data Archiving / Purging: Provide a description of the following:
- (i) Information archiving capabilities;
 - (ii) Information purging capabilities;
 - (iii) Default data retention period (minimum 6 years); and
 - (iv) Procedures detailing the data archiving and purging processes.
- (g) Availability
- (i) Describe the expected availability of your System.
- (h) Application Programming Interface (API)
- (i) Describe any out of box API that is available with your System, including what API calls can be performed;
 - (ii) Describe any limits on the amount of API calls; and
 - (iii) Describe supporting documentation and frequency of updates to API's.

B16.5 Performance

B16.6 The expected performance of your System for common functional activities. Performance metrics shall be relative to normal operating conditions.

- (a) Start up Performance: Provide typical metrics for user login and invoking any major functional of major application login, data form initiation. Describe performance expectations for application start up and user login.
- (b) Standard Tasks Performance: Describe performance expectations for common tasks.
- (c) Reporting Performance: Describe performance expectations for standard report generation (standard, pre-defined).

B16.7 Support and Warranty

B16.8 Describe the support, warranty and maintenance services offered with your System.

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

- (d) **Warranty:** Describe the hardware and installation warranty. Include delineation between tasks for which the City will be responsible vs. those that your warranty services will provide. Include any additional information regarding support that may be of interest to the City. Please include System roadmap and what documentation is released alongside updates.

B16.9 Transition

B16.10 The Proponent should describe the data migration approach. All data from the City's existing System should be migrated. Data to be migrated should include but is not limited to the following entities:

- (a) Vemax
- (b) Hexagon GeoMedia

B16.11 Describe the data formats that are acceptable for your data migration approach.

B16.12 Describe the recommended strategy to transition the affected business units to your proposed System. Describe any recommendation for go-live support including onsite resources, duration, roles and responsibilities of City staff, final cut over, roll back strategy, etc.

B16.1 Describe an exit strategy in the final year of the contract will allow for coordinating with a future contractor as required to transition any necessary data, equipment, etc. without interrupting City services.

B16.2 Usability

B16.3 Describe how your System is designed to be user friendly and intuitive. Include a robust description of the global design features with the System that assist and guide the user through an aesthetically appealing experience when performing routine tasks. The Proponent should address the following:

- (a) **Understandability:** The System should demonstrate the following characteristics: Descriptions and demonstrations are available to System users. Guides and context sensitive messages are displayed to System users.
- (b) **Learnability:** The System should demonstrate the following characteristics: Functions can be absorbed quickly. Functions and flows within the System are intuitive and require actions that are discreetly defined and apparent.
- (c) **Operability:** The System should demonstrate the following characteristics: There is consistency across functions and screens. Common data elements can be selected rather than entered. Color coding and conditional formatting is used to indicate status / state of a System artifact or data element. Icons and images are used, where beneficial to the user experience. Data visualization techniques are applied to facilitate understanding of presented data.
- (d) **Self-explanatory messages** that clearly indicate resolutions are present where appropriate. The ability to undo actions is provided where appropriate.
- (e) **Attractiveness:** The System should demonstrate the following characteristics: screen layouts are aesthetically pleasing. Styles, colors and fonts are used consistently throughout the application. The application has a modern look and feel when using System functions.

B16.4 Scalability

B16.5 Describe the capability of your System to scale and to accommodate increased user demands, peak load times, and other high-volume usage scenarios. Describe the capability of your System to scale to accommodate future enhancements. Proposals should include the following information on the scalability of the System:

- (a) What is the maximum number of concurrent users supported in the proposed System?
- (b) Required lead time to scale, as required, to meet expected performance increases.

- (c) Is the scalability temporary or permanent?
- (d) What is the date of the last performance benchmarking test? Attach any recent performance benchmarking reports to an appendix.
- (e) What other options exist to assist in addressing variable service demand within a fixed annual budget?

B16.6 Security

B16.1 Describe how your System meets the following security requirements:

- (a) Describe the authentication methods used to ensure there is no unauthorized access to the product.
- (b) Describe your approach to patch and vulnerability management.
- (c) Describe how customers are notified of any vulnerability in your product.
- (d) Describe how your product protects customer data such as authentication credentials.
- (e) Describe your security incident management process.
- (f) Describe what options are available with your System to protect/mitigate against ransomware attacks.
- (g) Data residency.

B17. TRAINING AND SUPPORT (SECTION J)

B17.1 The Proponent should describe the following in detail:

- (a) Onboarding session to introduce the platform, subscription details, communication structure between the client and Proponent, and provide a demonstration of how to program the application;
- (b) Onboarding online or in-person with two-way communication; and
- (c) Platform troubleshooting resources available.

B17.2 Describe the mode of support and response time to user inquiries / concerns and support for critical issues related to application performance.

B17.1 Describe online training portals, user groups, online user communities and user generated content.

B18. VALUE-ADDED OR INNOVATION SERVICES (SECTION K)

B18.1 The Proponent should submit information in sufficient detail for the City to evaluate the Proponent's ability to offer additional value-added or innovative services for the City by providing:

- (a) For value-added services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business benefits;
- (b) For innovative services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business capabilities; and
- (c) Brief details of other Proponent software products that integrate with the Proponents proposed software tool, if available.

B18.2 The Proponent should specify if there are any costs, limits or conditions for the availability of the Value-added or Innovative Services.

B19. DISCLOSURE

B19.1 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.

B19.2 The Persons are:

- (a) N/A

B20. CONFLICT OF INTEREST AND GOOD FAITH

B20.1 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.

B20.2 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.

B20.3 In connection with its Proposal, each entity identified in B20.2 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.

B20.4 Without limiting B20.3, 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.

B20.5 Without limiting B20.3, 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 B20.4 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.

B20.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B21. QUALIFICATION

B21.1 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.

B21.2 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>

B21.3 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;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B21.4 and D6); and
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

B21.4 Further to B21.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B21.5 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.

B22. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B22.1 Proposals will not be opened publicly.
- B22.2 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.
- B22.3 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).
- B22.3.1 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.
- B22.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B23. IRREVOCABLE OFFER

- B23.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B23.2 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.

B24. WITHDRAWAL OF OFFERS

- B24.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B25. INTERVIEWS AND PRODUCT DEMONSTRATIONS

- B25.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.
- B25.2 The Contract Administrator may, in his / her sole discretion, ask Proponents to provide product demonstrations of software i.e. on-premise or in-use demonstration. The Proponent may have to demonstrate the applicability of the pavement management software to the City's driving, cycling and walking networks with concrete, asphalt over concrete and asphalt pavement types. The City expects that the Proponent would be demonstrating a functional version of their proposed System.
- B25.3 The Contract Administrator may, in his / her sole discretion, ask Proponents to provide product demonstrations of automated or semi-automated data collection from driving, cycling and walking infrastructure i.e. on-premise or in-use demonstration, with surface types and deterioration similar to the City of Winnipeg, if not from the City.
- B25.4 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 demonstrations.
- B25.5 The Proponent may be required to demonstrate their equipment and software on a date and time agreed with the Contract Administrator. The demonstration should show a System that has been installed and is currently in use.

B26. NEGOTIATIONS

- B26.1 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.
- B26.2 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.
- B26.3 If, in the course of negotiations pursuant to B26.2, 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.

B27. EVALUATION OF PROPOSALS

- B27.1 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 B21: | (pass/fail) |
| (c) Form N – Mandatory Requirements | (pass/fail) |
| (d) Total Bid Price; | 15% |
| (e) Form N – Non-mandatory Requirements | 5% |
| (f) Experience of Proponent and Subcontractor; (Section D) | 5% |
| (g) Experience of Key Personnel Assigned to the Project; (Section E) | 15% |
| (h) Project Understanding and Methodology (Section F) | 10% |
| (i) Project Schedule. (Section G) | 5% |
| (j) Business Requirements; (Section H) | 20% |
| (k) Technical Requirements; (Section I) | 10% |
| (l) Training and Support; (Section J) | 10% |
| (m) Value Added or Innovative Services; (Section K) | 5% |
- B27.2 Further to B27.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B27.3 Further to B27.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B27.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B27.1(a) and B27.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B27.5 Further to B27.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.
- B27.6 Further to B27.1(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.

- B27.7 Further to B27.1 (c) and B27.1 (e), requirements in Form N - Requirements will be evaluated considering the information requested and submitted in accordance with B10.
- (a) Further to B27.1 (c), requirements listed as mandatory are scored on a pass / fail basis. Proponent submission shall meet these mandatory requirements in order to be deemed in compliance. If the explanation in the comment's column indicates the proposed Solution meets the requirements in some way other than as stated the City, at its sole discretion will deem if the deviation is acceptable.
 - (b) Further to B27.1 (e), requirements listed as non-mandatory will be scored in accordance with the response provided by the Proponent.
- B27.8 Further to B27.1(f), 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 B11.
- B27.9 Further to B27.1(g), 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 B12.
- B27.10 Further to B27.1(h), 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 B13.
- B27.11 Further to B27.1(i), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B27.12 Further to B27.1 (j), Business Requirements will be evaluated considering the information requested and submitted in accordance with B15.
- B27.13 Further to B27.1 (k), Technical Requirements will be evaluated considering the information requested and submitted in accordance with B16.
- B27.14 Further to B27.1 (l), Training and Support will be evaluated considering the information requested and submitted in accordance with B17.
- B27.15 Further to B27.1 (m), Value added Services will be evaluated considering the information requested and submitted in accordance with B18.
- B27.16 Notwithstanding B27.1(f) to B27.1(m) where Proponents fail to provide a response to B7.2(a) to B7.2(h), the score of zero may be assigned to the incomplete part of the response.
- B27.17 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B25.
- B27.18 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.
- B27.19 This Contract will be awarded as a whole.

B28. AWARD OF CONTRACT

- B28.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B28.2 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.
- B28.2.1 Without limiting the generality of B28.2, 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.

- B28.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B28.4 The City may, at its discretion, award the Contract in phases.
- B28.5 Further to B28.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B28.6 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
- B28.6.1 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.
- B28.7 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B28.8 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
- 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 (Winnipeg), Public Works Department, Engineering Division, Pavement Management Branch is responsible for delivering the Regional and Local Street Renewal Program. The purpose of which is to maintain the level of service, structural integrity, and rideability of the transportation infrastructure network in the City of Winnipeg. The program includes the renewal of the City's regional, industrial, collector, residential, and park streets, alleys, sidewalks and bike paths.

D2.2 Funding for this program is outlined in the Supplement to the Adopted Budget of the current year. The City follows a multi-year budget where regional, industrial, collector, residential streets and alleys are programmed up to 5 years in advance.

D2.3 The City has approximately 1735 lane kms of regional streets, 485 lane kms of industrial streets, 1430 lane kms of collector streets, 3705 lane kms of residential streets, 1205 lane kms of alleys, 50 lane kms of parks streets, 250 kms of bike paths and 3000kms of sidewalks.

D2.4 For the last three years the street network has expanded on average 34.2 lane kms per year, the active transportation network has expanded on average 2.2 kms per year, the sidewalk network has expanded on average 7.5 kms per year, and the alley network has expanded on average 3 kms per year.

D2.5 Approximately 84% of the City's street network is jointed concrete or asphalt over concrete, and 9% is asphalt. The remaining percentage is comprised of chip seal, granular or brick. Alleys are primarily concrete. Park streets and bike paths are primarily asphalt. Sidewalks are primarily concrete.

D2.6 The City uses a Pavement Management System (PMS) as an asset register of the facilities mentioned above to input, view and store condition data, construction and treatment history, segment information, and planned renewal years. Other data such as city zones, electoral wards, neighbourhoods, number of bus routes, traffic data, truck routes, vehicle speeds, and street priorities are also stored here.

D2.7 The City's PMS was jointly developed / customized with the Province of MB and the Government of Saskatchewan in the early 2000's.

D2.8 The City began using its PMS in 2001 and it no longer meets the needs of the City.

D2.9 The City supplements the PMS with the use of GeoMedia for its mapping / LRS requirements. Data such as rating IDs and segment information must be managed in both programs to achieve an integrated system.

D2.10 Each infrastructure type has their own table in GIS except for paths and sidewalks which is combined.

D2.11 The City's street, alley and bike path networks are segmented based on surface type, surface condition, maximum / minimum length, street name changes, and street width changes. Each segment has a unique rating ID.

- D2.12 Alley segments are identified using the streets that surround the alley segment to the north, east, south and west and are categorized as street 1, street 2, street 3 and street 4 in the alley database.
- D2.13 Historically the City has used manual rating methods to collect pavement data. This includes general observations regarding drainage, profile, cross fall, missing curb, longitudinal joint separation, and joint sealant issues. Also, localized defects such as heaved or depressed utilities, faulting or slab failures. From each segment, a sample or gauging area is selected which is representative of the entire segment. The gauging area consists of 10 panels in length for each driving lane. Cracking and spalling scores are recorded from this gauging area. Cracking types include none, random, branch, pattern and severities include new, slight, moderate, extreme. Spalling severity includes new, slight, moderate, extreme. The extents are calculated to represent the amount of cracking or spalling in the gauging area. A matrix determines the overall condition considering the cracking and spalling scores. The general condition outputs are new, good, fair, poor.
- D2.14 Ratings are performed by summer students during the construction season generally from the beginning of May to the end of October.
- D2.15 Variability in the condition data exists due to manual processes and operator bias.
- D2.16 Manual rating is a time-consuming process.
- D2.17 The City experiences a lack of employee retention with its manual rating program.
- D2.18 Considerable time and effort are spent annually to train new students to perform manual rating.
- D2.19 The annual cost for manual data collection of streets, alleys and paths was approximately \$110,000.
- D2.20 Difficulty exists with regional street rating due to the volume of traffic and high speeds; it also poses an increased safety risk.
- D2.21 The City has approximately 450 lane kms of regional streets with driving speeds posted at 70 km/hr or higher.
- D2.22 Intersections and median openings are excluded from the street segments.
- D2.23 The City has developed a renewal candidate system where the rating score in addition to the facility and surface type determine the type of renewal treatment.
- D2.24 The City conducts ratings on the regional network every other year, and on the residential street, alley and path networks on a three-year cycle.
- D2.25 Students working in the field enter data into a mobile tablet that has a remote connection to a database. Information entered in the field is promptly available to view while logged into the software in another location.
- D2.26 Condition data is updated annually and available to view on the City's internal GIS browser (iView), The City of Winnipeg Public Works website map, and the Utility Cut Permits Deposit Tracking System used by the Right of Way Management group.
- D2.27 The City of Winnipeg, Public Works GIS is based on a linear referencing system (LRS). The block segments table (blocks) is the basis of the LRS. The blocks are the responsibility of the Technology Services Division in Engineering. The blocks are segmented and broken at every intersection. Each segment has a unique block ID. One rating segment can be made up of many blocks, but also one block segment can be made up of many rating segments. Street treatment history is linked to the block ID's in the City's PMS. The relationship between the block ID table and the rating ID table must be maintained. Similarly, the relationship between the block alley ID table must be maintained with the alley rating ID table.

D3. SCOPE OF SERVICES

- D3.1 The Work to be done under the Contract shall consist of:
- (a) Provision of a Pavement Management System hosted on a cloud-based platform. Configure, migrate data from existing sources and implementation for one year from the completion of initial installation and Go Live, including the first year of subscription, support and maintenance.
 - (b) Subscription, hosting, support and provide maintenance for a period of five (5) years after the first year of implementation with the option of six (6) mutually agreed upon annual extensions.
 - (c) Configure and implement an automated or semi-automated method of condition rating / data collection for streets, alleys, paths and sidewalks to replace manual data collection. Data from each infrastructure type will be collected in its entirety once in 2024 and once again in 2027 with the option of two (2) mutually agreed upon additional data collection cycles in 2030 and 2033.
- D3.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.
- D3.1.2 Changes resulting from such negotiations shall become effective on the anniversary of the Go Live date 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 Proponents 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) Perform configuration, install and implement pavement management System;
 - (b) Transition existing data to the new System;
 - (c) Data collection, develop index score, processing, quality assurance;
 - (d) Analysis, develop decision trees and deterioration models;
 - (e) Document and implement processes and procedures to ensure business continuity;
 - (f) Document and implement change management processes;
 - (g) Configuration of database;
 - (h) Provide end-user application training and documentation;
 - (i) Provide software licences;
 - (j) Provide technical support and maintenance;
 - (k) Conduct end to end performance test;
 - (l) Certify implemented System and Solution have met all conditions; and
 - (m) Enable future enhancements.
- 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, 2023.
- 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.
- D3.5 The funds available for a Pavement Management System are \$300,000 in year one and \$100,000 in year two, three, four, five and six for a total of \$800,000.
- D3.6 The Regional and Local Street Renewal Program funds the condition rating of streets, alleys, paths and sidewalks.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) **“Automated or Semi-Automated”** means a vehicle i.e. a car, van, scooter or other equipped with tools and technology capable of collecting pavement data. Human involvement would be limited to vehicle operation.
- (b) **“Confidential Information”** means all information and or materials, and any copies thereof, which the Contractor (and / or its Representatives) acquires or uses, or to which it is given access, during the course of the performance of the Work and or Contract, regardless of the source, format, or medium of said information and or materials, and includes personal information (unless otherwise identified herein), but excludes information that is in the public domain, provided that the information claimed to be in the public domain was not made public as a result of an unauthorized disclosure by the Contractor or its Representative, or a third party.
- (c) **“Go Live”** means the date the System is operational and in use;
- (d) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (e) **“Solution”** means the automated or semi-automated data collection method to be provided by the Contractor pursuant to his Contract;
- (f) **“System”** means the pavement management software to be provided by the Contractor pursuant to his Contract.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Juli-Ann Cox
Investment Strategies Coordinator
Telephone No. 204-470-4905
Email Address.: jcox@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. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

- D6.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D7. UNFAIR LABOUR PRACTICES

- D7.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D7.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D7.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C18.
- D7.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D7.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D7.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

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 should they be on site to perform the Work:

- (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. Such insurance may be met through commercial general liability, if applicable;

D9.2 The Contractor shall provide and maintain the following insurance coverage from award to completion;

- (a) Professional liability insurance in an amount not less than \$2,000,000 per claim and \$2,000,000 annual aggregate.

D9.3 Deductibles shall be borne by the Contractor.

D9.4 The Consultants professional liability insurance shall remain in force for the duration of the project and for six (6) months after Total Performance.

D9.5 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, if applicable.

D9.6 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.

D9.7 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.

D9.8 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until they are 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;
 - (iv) the direct deposit application form specified in D15.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- (c) The City intends to award this Contract by November 30th, 2023.

D11. CRITICAL DATES

D11.1 The City of Winnipeg must report on the condition of sidewalks by December 2024.

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 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.

D13. RECORDS

D13.1 The Contractor shall keep detailed meeting records for decisions made during meetings with the City.

D13.2 The Contractor shall provide the Contract Administrator with a copy of the records within five (5) calendar days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D14. INVOICES

D14.1 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
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D14.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15. PAYMENT

D15.1 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.

D16. PAYMENT SCHEDULE

D16.1 Further to C12, payment should be in accordance with the following payment schedule:

- (a) The Proponent should provide in their project proposal a payment schedule that clearly states payment amounts and conditions associated to specific project milestones. The conditions of the milestones must be clear and precise, i.e. evaluate that a project milestone is reached and all deliverables associated to the milestone have been produced to the satisfaction of the City, prior to issuing payments.

D16.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D17. WARRANTY

D17.1 Notwithstanding C13, the warranty for this Contract is six (6) years from the Go Live Date.

DISPUTE RESOLUTION

D18. DISPUTE RESOLUTION

D18.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D18.

D18.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D18.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set

out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

- D18.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D18.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D18.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D18.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D18.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D18.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D19. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D19.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D19.2 Further to D19.1, in the event that the obligations in D19 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D19.3 For the purposes of D19:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D19.4 Modified Insurance Requirements

- D19.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D19.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D19.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D19.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D19.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D19.5 Indemnification By Contractor
- D19.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D19.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D19.6 Records Retention and Audits
- D19.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D19.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D19.6.1 for inspection,

copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D19.7 Other Obligations

- D19.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D19.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D19.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D19.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D19.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D19.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.
- 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 or be sufficiently negotiable to meet the same standards.

E2. SERVICES

- E2.1 The Contractor shall provide a Pavement Management System and Data Collection Solution in accordance with the requirements hereinafter specified, D3 and Form N - Requirements
- E2.2 Item No. 1 – Implement, configure, migrate data from existing sources to a replacement pavement management System including first year of subscription, hosting, support and maintenance and licenses.
- E2.3 Item No. 2 - Subscription, hosting, support, and provide maintenance in year 2.
- E2.4 Item No. 3 - Subscription, hosting, support, and provide maintenance in year 3.
- E2.5 Item No. 4 - Subscription, hosting, support, and provide maintenance in year 4.
- E2.6 Item No. 5 - Subscription, hosting, support, and provide maintenance in year 5.
- E2.7 Item No. 6 - Subscription, hosting, support, and provide maintenance in year 6.
- E2.8 Item No. 7 - Configure and implement an automated or semi automated method of data collection for streets, alleys, bike paths and sidewalks. Collect, process and provide quality assurance on all pavement data for each infrastructure type in 2024.
- E2.9 Item No. 8 - Collect, process and provide quality assurance on all pavement data for each infrastructure type in 2027.

E3. SERVICE SPECIFICATIONS

- E3.1 The Contractor shall provide all items required for the complete functioning of the proposed System and Solution, including but not limited to the cost of all applications, software, add-on's, patches, peripherals / accessories, maintenance / support, installation, data transfer, change management, licensing, subscription, hardware and training.
- E3.2 The Contractor shall provide the following:
 - (a) System implementation and configuration. Perform necessary configuration and provide, install, and implement a replacement pavement management System that meets or exceeds the functional and technical requirements.
 - (b) Transition existing data. Consult with the City to determine requirements for converting existing segment specific data, construction and treatment history from existing software into the replacement System.

- (c) Data collection. Implement semi-automated / automated methods of data collection for all infrastructure and pavement types identified by the City. Consult with the City to develop a surface / pavement condition or quality index to replace existing methods of determining pavement condition. Process and review data. Provide quality assurance /control.
- (d) Analysis. Consult with the City to develop and implement pavement deterioration models, treatment decision trees for project selection methods and strategies based on multiple constraints.
- (e) Processes and procedures to ensure business continuity. The Proponent shall provide details outlining their System's functionality for processes and procedures to ensure City business continuity and System availability.
- (f) Change management. The Proponent shall plan and implement the transition from the existing System to the new one and providing documentation of processes, procedures, and data flow.
- (g) Database. Configure and ensure the database System can store the collected information and reports as required, and security / redundancy of the data at the primary storage site.
- (h) End-user application training and documentation. Provide electronic format and hard copy training and documentation.
- (i) Software Licenses. The Proponent shall provide all licenses for the proposed System to the City. Details of the user licenses to be provided by the Proponent shall be clearly stated in the proposal.
- (j) End-to-end performance test. Conduct an end-to-end, full System performance test and quality assurance tests in accordance with the requirements set out in this RFP.
- (k) System acceptance certification. Certify the installation has met all conditions outlined in the document.
- (l) Warranty and service. Once the System and Solution are accepted by the City, the Proponent shall provide all required services to ensure adequate technical support and maintenance during roll-out continuing thereafter for future periods.
- (m) Enable future enhancements. Remain technologically relevant, scalable, and adaptable to accommodate future enhancements that will be required to satisfy operational requirements.

E4. REQUIREMENTS

E4.1 The Contractors shall provide the System and Solution in accordance with the requirements specified herein and in D3, Part E and Form N – Requirements.

E4.2 General

- (a) The City requires licenses for 8 concurrent users. Three with full rights, and five as read only.

E4.3 Pavement Data Management

- (a) The System shall manage pavement data from the street, alley, bike path and sidewalk networks.
- (b) The System shall incorporate data from the existing management System for streets, alleys, and off-street bike paths, each network having a segmented linear referencing System with unique ids.
- (c) The System shall incorporate the linear referencing System for sidewalks and on-street bike paths. The sidewalk and on-street bike path networks are not segmented and do not have unique ids.
- (d) The System shall manage the construction and treatment history from the street, alley, bike path and sidewalk networks.

- (e) The System shall incorporate existing construction and treatment history for streets and bike paths. Alley and sidewalk construction and treatment data does not currently reside in the pavement management System.
- (f) The System shall maintain an association between the rating segments and existing construction and treatment history as the network grows and changes.
- (g) The System shall allow for network growth and changes.

E4.4 GIS & System Functionality

- (a) The System will display information in a spreadsheet style format with the ability to filter and sort information according to available fields.
- (b) The System will display information in a GIS mapping format with the ability to query and display data based on associated attributes.

E4.5 Analysis & Reporting

- (a) The System shall perform analysis to optimize data driven project selection and maximize cost efficiency.
- (b) The System shall perform life cycle cost analyses which offers the greatest value for money and the application of the right treatment to the right pavement at the right time to meet our level of service targets.
- (c) The Proponent will consult with the City to develop pavement decision trees.
- (d) The System shall provide a comprehensive set of pre-built reports and graphs.
- (e) The System shall have the capability to generate custom ad-hoc reports or data queries, which can be run on demand.

E4.6 Mobility

- (a) The System shall provide a mobile option that displays information in a map like format based on GPS location.
- (b) The System shall provide a spreadsheet like format or data window for in-field data entry.

E4.7 Data collection

- (a) The Solution shall provide pavement data collection using automated or semi-automated methods.
- (b) The Solution shall collect data from the street network which is comprised of concrete, asphalt over concrete and asphalt pavement types.
- (c) The Solution shall collect data from the alley network which is comprised of concrete, and asphalt pavement types.
- (d) The Solution shall collect data from the off-street bike path network which is primarily comprised of an asphalt pavement type.
- (e) The Solution shall collect data from the sidewalk network which is primarily comprised of a concrete pavement type.
- (f) The Solution shall collect distress data specific to the type of network whether its purpose is for driving, cycling or walking.
- (g) The Solution shall be calibrated to collect local condition to reflect agency specific distress definitions.
- (h) Data collection methods shall be documented and include: collection routing and logistics, equipment calibration and diagnostics, data verification, data processing, and deliverable reporting.
- (i) Disruption to data collection such as construction or unusual circumstances shall be documented.
- (j) The Proponent shall describe the type and format of data storage requirements.

E4.8 Data Processing and Quality Control

- (a) The Proponent shall provide a description of equipment required for data collection.
- (b) The Proponent shall consult with the City to establish criteria related to quality control, verification and acceptance.
- (c) The Proponent shall consult with the City to develop a pavement or surface condition or quality index to replace existing methods of determining pavement condition.
- (d) The Proponent shall demonstrate the accuracy and repeatability of the data collection to the City prior to the start of a production survey. The results of this will be compared to data collected through manual inspection.
- (e) Data processing shall be time efficient.
- (f) Quality assurance field review shall include evaluation of roadway segments based on the presence of distresses and the category of treatment. This will be a manual review.
- (g) Data accepted by the Proponent will be reviewed by the City on a sample basis.
- (h) Error resolution procedures shall be established with the City. Solutions may include reprocessing or re-collecting data at the discretion of the City.
- (i) The Proponent shall provide a documented quality management plan.

E4.9 Meetings

- (a) Periodic meetings and discussions shall be held at critical steps throughout the project delivery, including appropriate submittals.

E4.10 Training and documentation

- (a) Training shall be provided on aspects of the System that are relevant to the end user and to personnel identified by the contract administrator.
- (b) Documentation of training and processes shall be provided in electronic format and hard copy.

E4.11 Administration

- (a) The user interface should be configured to allow appropriate access to data and functions based on the user's role and group.

E4.12 External Hosting Requirements

- (a) The System shall be located at a secure and geographically / politically stable location. The Proponent shall have the documentation to support this requirement. Documentation shall include geographical location of all data centres used to deliver the System including any infrastructure utilized for data processing, storage, back-up and / or disaster recovery. The documentation shall include:
 - (i) The level of control they maintain in each of the specified locations.
 - (ii) The jurisdiction(s) that governs the operation of contracts, privacy, confidentiality, access and information management legislation for each location.
- (b) The System shall have documented business continuity and disaster recovery plans.

E4.13 Integration

- (a) The System should have published API's or web services by which other City of Winnipeg systems can access and integrate data.

E4.14 Security

- (a) The System shall protect stored information against theft, loss, unauthorized use, disclosure, copying, modification or destruction. The Proponent shall have the documentation to support this requirement.

- (b) The Proponent shall ensure clear and timely communication around security incident management, risk, management, and vulnerability management. The Proponent shall have the documentation to support this requirement.

E4.15 Privacy

- (a) The System shall protect the confidentiality of all staff and shared information.

E4.16 Technical

- (a) The System shall be supported by a Service Level Agreement. The agreement shall describe the different services and levels of support that are available.
 - (i) The Proponent shall provide service response details (e.g. time to acknowledge calls for support, break-fix resolution times, etc.). The response time shall be based on the priority of the request.
 - (ii) The Proponent shall provide first, second and third level support 24x7 by phone, e-mail as well as a web-based knowledge bank.
- (b) The Exit Plan documentation shall include:
 - (i) The length of time required to provide the data.
 - (ii) Whether the Proponent requires to keep a copy of the City of Winnipeg data and, if so, for how long.
 - (iii) What controls used to ensure data completeness and usability.
 - (iv) Practices for data removal and destruction from the Proponent's storage service.
- (c) The System Vendor (Proponent) shall provide System sizing recommendations to ensure that the System is provided sufficient capacity and resources required to meet the business performance expectations. Proponents shall provide details on System capacity and sizing methodology.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at their place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.