



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 280-2012**

**WEB BASED DATA MANAGEMENT AND ANALYSIS SERVICE FOR A RAINFALL  
MONITORING NETWORK**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 WEB BASED DATA MANAGEMENT AND ANALYSIS SERVICE FOR A RAINFALL MONITORING NETWORK

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 9, 2012.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder 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 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 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 Bidders by issuing an addendum.

B3.5 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 Bidder who made the enquiry.

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

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder 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.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals 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.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **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 Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder 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 Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.

- 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.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B17.1(a).

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Technical Plan in accordance with B10.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.3.1 Bidders should submit one(1) unbound original (marked "original") and four (4) copies.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B7.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.6.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B8. PROPOSAL**

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;

- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

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

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. TECHNICAL PLAN**

B10.1 The Bidder shall create a document specifically for this Request for Proposal that addresses each specification in E2 and E3. The document shall include details describing how the Bidder meets each specification.

## **B11. QUALIFICATION**

B11.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder 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.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B11.4 The Bidder 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 Bidder and of any proposed Subcontractor.

B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B12.1 Proposals will not be opened publicly.

B12.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B12.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## **B13. IRREVOCABLE OFFER**

B13.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B13.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein

provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

#### **B14. WITHDRAWAL OF OFFERS**

B14.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Proposal withdrawn.

B14.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B15. INTERVIEWS**

B15.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

#### **B16. NEGOTIATIONS**

B16.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B16.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B16.3 If, in the course of negotiations pursuant to B16.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

#### **B17. EVALUATION OF PROPOSALS**

B17.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
  - (i) mandatory requirements (pass/fail);

- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10:
    - (i) mandatory qualifications (pass/fail);
  - (c) Total Bid Price (40%);
  - (d) Technical Plan
    - (i) Data Management, pursuant to E3.1 (pass/fail);
    - (ii) Access and Training, pursuant to E3.2 (4%);
    - (iii) Data Display, Editing and Analysis, pursuant to E3.3 (44%);
    - (iv) Alarms, pursuant to E3.4 (12%); and
  - (e) Economic analysis of any approved alternative pursuant to B6.
- B17.2 Further to B17.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B17.4 Further to B17.1(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.
- B17.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B17.4.2 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.5 Further to 17.1(d), the Technical Plan shall be evaluated based on the information submitted in response to the requirements in E2 and E3.
- B17.6 This Contract will be awarded as a whole.
- B17.7 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.1(a), B17.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B18. AWARD OF CONTRACT**
- B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B18.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of providing and maintaining a secure web-based data management platform for the purpose of storing, analyzing and publishing the City of Winnipeg's rainfall data from 32 rainfall stations for the period from May 30, 2012 until May 30, 2013, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on May 30 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 Notwithstanding D2.1, 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. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**IDF**" stands for intensity, duration, frequency;
- (b) "**Rainfall Monitoring Network**" means all rain gauge and data logger equipment as well as any equipment needed to relay data to a web based interface;
- (c) "**Rainfall Station**" means the individual monitoring equipment such as rain gauges and data loggers that are to be placed at various locations throughout the City;
- (d) "**Service**" means the fully functional web based data management and analysis platform that the Contractor provides;
- (e) "**Web Based Interface**" means a programming connection to the world wide web.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Sam Brask

Telephone No. 204 986-7647

Facsimile No. 204 224-0032

D4.2 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.

D4.3 Bids Submissions must be submitted to the address in B7.8.

## **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

## **D6. NOTICES**

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204 949-1174

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 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.

## **CONTROL OF WORK**

### **D8. COMMENCEMENT**

- D8.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 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 D7;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D8.3 The Contractor shall commence the Work within seven (7) Working Days of receipt of the notice of award.

## **D9. LIQUIDATED DAMAGES**

- D9.1 If the Contractor fails to achieve the entire set up and development of the web based data management platform within three weeks of receipt of award, in accordance with D2, the Contractor shall pay the City two hundred dollars (\$200) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.
- D9.2 The amount specified for liquidated damages in D9.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.
- D9.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **MEASUREMENT AND PAYMENT**

### **D10. INVOICES**

- D10.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:

The City of Winnipeg  
Water and Waste Department – Accounts Payable  
112-1199 Pacific Avenue  
Winnipeg MB R3E 3S8  
Facsimile No.: (204) 986-3745

- D10.2 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.
- D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D10.4 Bids Submissions must be submitted to the address in B7.8.

### **D11. PAYMENT**

- D11.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D11.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.
- D11.3 Further to C11, payment for items 1 and 2 on Form B: Prices shall be made after the City of Winnipeg is satisfied with the successful implementation of the web based data management and analysis platform (including any necessary development).
- D11.4 Further to C11, payment for item 3 on Form B: Prices shall be invoiced and paid monthly.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Any specified requirements that state "shall" will be evaluated on a pass/fail basis. All other requirements will be evaluated considering the points allocated in B17.1.

#### **E2. SET UP, ANNUAL SERVICE AND DEVELOPMENT**

- E2.1 Set up of Secure Web Based Management Platform
- (a) The Contractor shall currently have a fully operational secure web based data management and analysis platform;
  - (b) The Service shall be able to ingest data from a network of 32 rainfall stations upon receipt of award; and
  - (c) The Contractor shall provide the City of Winnipeg with the cost of set up for each rainfall station.
- E2.2 Monthly Services
- (a) The Contractor shall provide the City of Winnipeg with monthly service fees.
- E2.3 Development
- (a) The City of Winnipeg realizes that some items listed in E3 may not be fully functional at the time of award. The City of Winnipeg requires all software and programming development to be completed three weeks after receipt of award.

#### **E3. SERVICES**

- E3.1 Data Management
- (a) The Contractor shall provide secure web-based applications for speed of access, without the need to install software on the computer outside of the web browser;
  - (b) The Service shall be able to ingest rainfall data every hour directly from Weatherbug or other network as specified by the City of Winnipeg;
  - (c) The Contractor shall be expected to store the data. The Service will have the ability to perform a regular automated backup. The Service will provide City of Winnipeg staff with the ability to backup all data to the City's own data network on a regular basis;
  - (d) The Service shall be capable of storing critical metadata for each station, for example site reports, and photo files etc; and
  - (e) The Contractor shall provide a plan that outlines the Contractor's procedure for dealing with website/server failure. This should include how the Contractor plans to fix the problem, the timeframe for fixing the problem and how the Contractor will provide data in the interim. The Contractor shall guarantee an expected uptime of 95%.
- E3.2 Access and Training
- (a) The Service shall be accessible via password to a minimum of 50 Users to include City of Winnipeg staff, consultants, and collaborators (10 simultaneous Users);
  - (b) The Contractor should provide training and support services to the City of Winnipeg for use of the system at no additional charge; and
  - (c) The Contractor should provide web based training tools to Users.

### E3.3 Data Display, Editing and Analysis

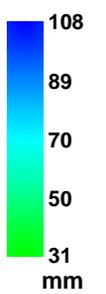
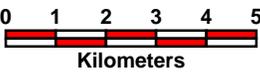
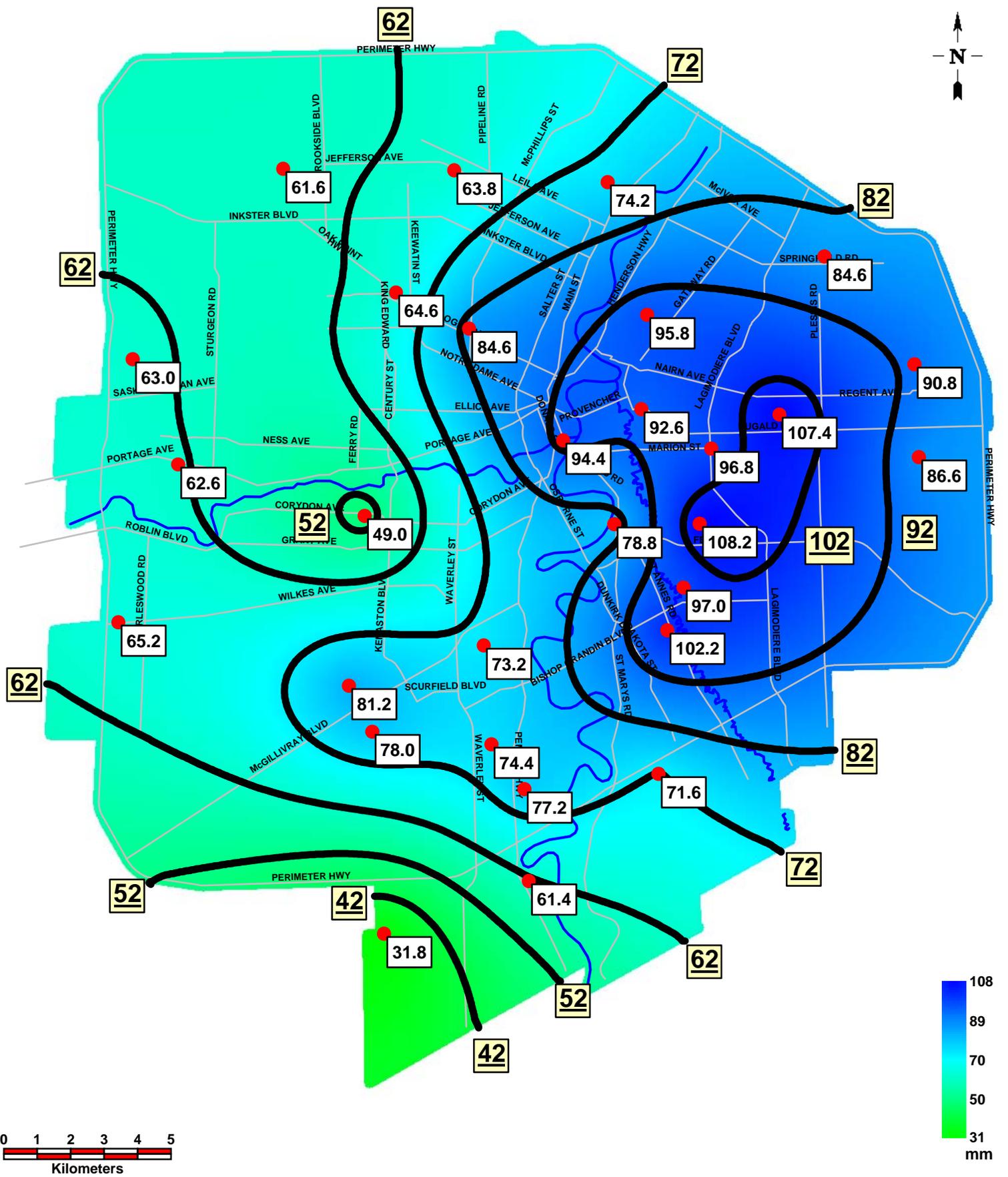
- (a) The Contractor should have or be able to develop the following within three weeks of receipt of award. For each item, state whether the item is already developed or needs to be developed:
- (i) The Service should display rainfall information on a map based User interface. It should also display station information, such as current status, today's rainfall or the latest rainfall event and display general site information;
  - (ii) The Service should provide a display map of the City of Winnipeg that auto-generates rainfall isohyetal (accumulation) maps (see example in Appendix A) and intensity (including return periods) maps (see example in Appendix B);
  - (iii) The Service should include built-in features to allow graphs, maps and data for specified time periods to be downloaded directly into MS Excel spreadsheets, and/or comma separated value files on demand. Also include built-in features to print graphs and maps directly from website;
  - (iv) The Service should have the ability to create a rainfall static display from a map graphic supplied by the City of Winnipeg. This map will allow the User to select specific dates to generate a static rainfall accumulation map. This map will be available to the City of Winnipeg staff and to the public. The Contractor shall not place any advertisements on the map or site other than approved City of Winnipeg branding;
  - (v) The Service should provide an IDF analysis tool that can define rainfall events against City of Winnipeg defined IDF curves (see example in Appendix C) for periods from 15 minutes to 12 hours and provide a feature to produce IDF reports. This tool should identify the station with the maximum intensity, and maximum accumulation and be able to define the intensity for all stations for a given time period;
  - (vi) The Service should produce on demand rainfall data organized into daily, weekly, monthly and annual tabular data summary reports;
  - (vii) The Service should provide graphical data editing capabilities including the ability to select data directly on graphs or in tables, and edit the data including making changes to individual data points. This feature should have metadata associated with all changes;
  - (viii) The Service should have the ability to display raw and final rainfall data, hydrograph format and hyetograph format for any specified time period;
  - (ix) The Service should allow multiple parameters from different sites to be displayed on the same graph or as a set of individual graphs by site with the same parameters selected; and
  - (x) The Service should provide an analysis tool that can validate rainfall from historical and current events by allowing the User to plot the cumulative rainfall total from one station against another for a given time period.

### E3.4 Alarms

- (a) The Contractor should have or be able to develop the following within three weeks of receipt of award. For each item, state whether the item is already developed or needs to be developed:
- (i) The Service should deliver text-based alarms to specified individuals via email, text message, and in reports from the web and the ability to indicate alarm location and status through the map-based User interface;
  - (ii) The Service should allow different City of Winnipeg User groups to setup and customize individual alarm levels online for any field measured and include the ability to combine values from multiple sites into one alarm rule; and
  - (iii) Alarm location and status should be indicated through the map-based User interface.

# **APPENDIX A**

## **EXAMPLE OF CITY OF WINNIPEG'S ACCUMULATION MAP**



- Rainfall Gauge Station Location
- 4 Isohyetal Line (mm)
- 4.2 Accumulation (mm)

**ALL MEASUREMENTS ARE METRIC**

MESSAGE:

This information has been gathered and compiled by the City of Winnipeg for its own use. Although it is the best information available to the City at this time, the City assumes no responsibility for its accuracy and will not accept liability for any use made of it or actions taken in reliance on it.



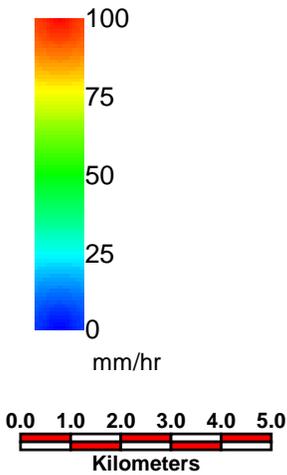
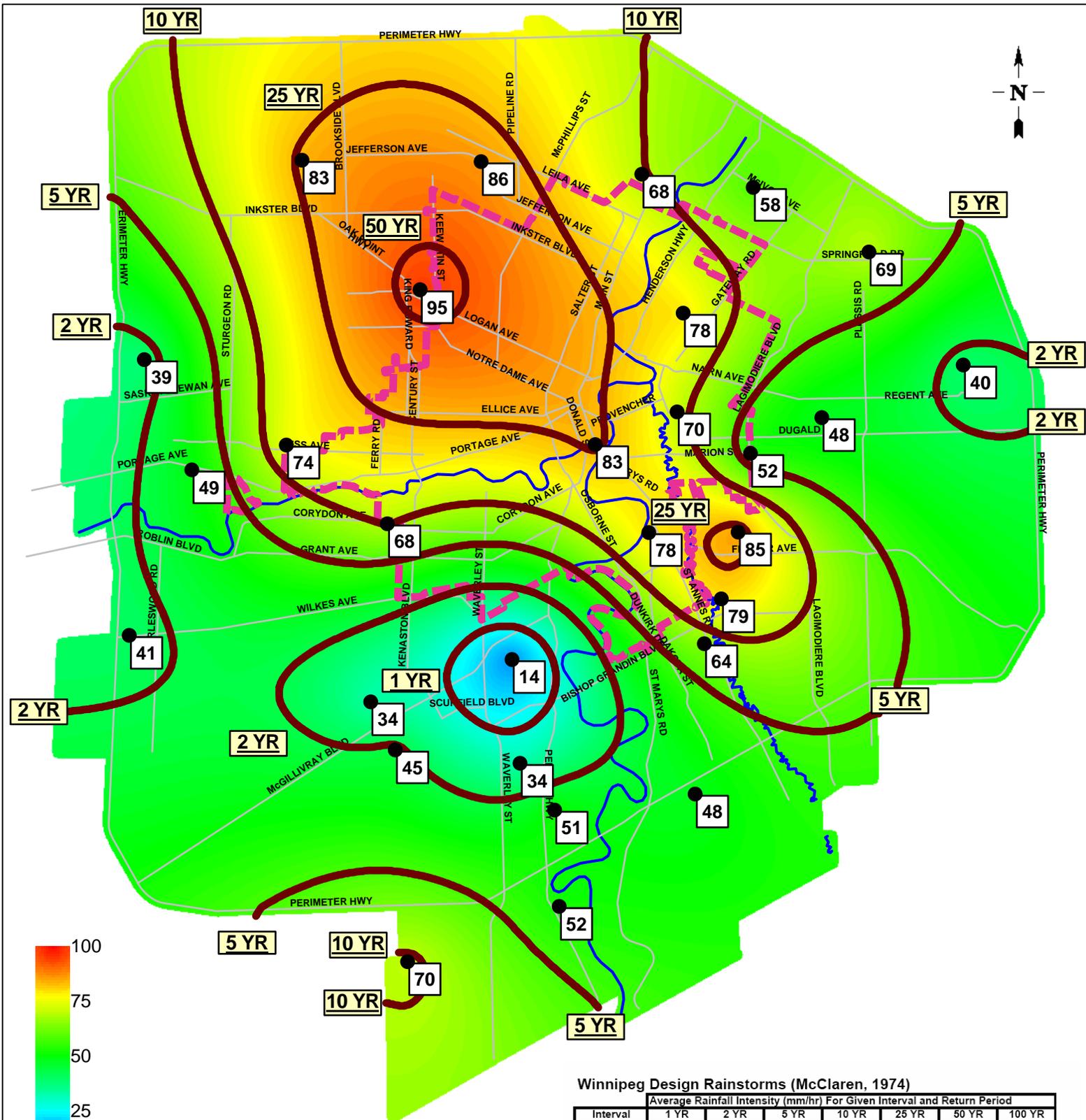
**WATER AND WASTE DEPARTMENT**

PRINTED: May 31, 2010    SCALE: 1:150,000

***Rainfall Distribution for  
May 29, 2010 (7:30am) to  
May 30, 2010 (12:00pm)***

# **APPENDIX B**

**EXAMPLE OF CITY OF WINNIPEG'S INTENSITY MAP**



**Winnipeg Design Rainstorms (McClaren, 1974)**

Interval	Average Rainfall Intensity (mm/hr) For Given Interval and Return Period						
	1 YR	2 YR	5 YR	10 YR	25 YR	50 YR	100 YR
5 minutes	82	109	146	169	204	231	258
10 minutes	64	82	110	128	155	175	196
15 minutes	50	66	88	104	125	142	159
30 minutes	28	43	57	68	82	92	103
1 hour	20	26	35	41	50	56	63
2 hours	11	15	20	24	29	33	37
6 hours	6	6	8	10	12	13	15
12 hours	4	4	5	5	7	7	8

source: 2 to 25 year return period from James F. McClaren (1974), 50 and 100 yr from Acres (1978)  
 notes: design storms for summer period (June, July and August)

- Rainfall Gauge Station Location
- 4 30 Min Intensity (mm/hr)
- 2 YR Return Period Isoline
- Combined Sewer Boundary

**ALL MEASUREMENTS ARE METRIC**

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**Water and Waste Department**

PRINTED: August 13, 2010      SCALE: 1:150,000

*Rainfall intensity over a 30 min duration for the morning of August 13, 2010*

# **APPENDIX C**

## **EXAMPLE OF CITY OF WINNIPEG'S IDF CURVE**

City of Winnipeg Water and Waste Department  
WINDSOR PARK GENERATOR IDF CURVE  
May 29 AM, 2010 RAINSTORM

