

THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 150-2017

REQUEST FOR PROPOSAL FOR IMPLEMENTATION OF CAD 9.4 UPGRADE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR IMPLEMENTATION OF CAD 9.4 UPGRADE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 25, 2017.
- 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. PROPONENTS' CONFERENCE

- B3.1 The Contract Administrator will hold a Proponents' conference at the bid opening room, Main Floor 185 King Street, at 0200 pm on April 12, 2017.
 - (a) Proponents unable to physically attend the conference location can contact the Contract Administrator for teleconference contact options.
- B3.2 The Proponent is advised that, at the Proponents' conference, the City will listen to any questions the proponents have and address each one.
- B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B4.2 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.
- B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 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 Proponents by issuing an addendum.
- B4.5 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 Proponent who made the enquiry.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 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:

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 - (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.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.2.1 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
- B6.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
 - (a) Form A: Proposal; and
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
 - (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
- 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, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) **unbound** 8.5" x 11" original (marked "original") including drawings and four (4) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

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- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:

The City of Winnipeg Corporate Finance Department Materials Management Division 185 King Street, Main Floor Winnipeg MB R3B 1J1

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

B8. PROPOSAL

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
 - (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
 - (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

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B9. PRICES

- B9.1 The Proponent shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B9.1.1 Notwithstanding C11.1.3, the price 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 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

- B10.1 Proposals should include:
 - (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management of the project and contract administration services on up to three projects of similar complexity, scope and value.
- B10.2 For each project listed in B10.1(a), the Proponent should submit:
 - (a) description of the project;
 - (b) role of the contractor;
 - (c) project's original contracted cost and final cost;
 - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B11.1 Describe your approach to overall team formation and coordination of team members.
- B11.1.1 Include an organizational chart for the Project.
- B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.
- B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:
 - (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers per project).

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B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D2. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.3 Proposals should address:
 - (a) the team's understanding of the broad functional and technical requirements;
 - (b) the proposed Project budget;
 - (c) the City's Project methodology with respect to the information provided within this RFP;and
 - (d) any other issue that conveys your team's understanding of the Project requirements.
- B12.4 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B13. DISCLOSURE

- B13.1 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.
- B13.2 The Persons are:
 - (a) N/A

B14. QUALIFICATION

- B14.1 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.
- B14.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/debar.stm
- B14.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

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- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba):
- (d) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART F -
- B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B14.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/
- B15.1 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.2 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work 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.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 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.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
 - (a) retain the Proposal until after the Submission Deadline has elapsed;

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- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

- B19.1 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.
- B19.2 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.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, 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.

B20. EVALUATION OF PROPOSALS

- B20.1 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 B14.3:

(pass/fail)
(c) Total Bid Price; (Section B) 40%

(c) Total Bid Price; (Section B) 40%
(d) Experience of Proponent and Subcontractor; (Section C) 20%
(e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
(f) Project Understanding and Methodology (Section E) 20%

- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(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 responsible and qualified.

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- B20.4 Further to B20.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested and submitted in accordance with B10.
- B20.5 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity requested and submitted in accordance with B11.
- B20.6 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization requested and submitted in accordance with B12.
- B20.7 Notwithstanding B20.1(d) to B20.1(f), where Proponents fail to provide a response to B7.2(a) to B7.2(c), the score of zero may be assigned to the incomplete part of the response.
- B20.8 Further to B20.1(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.
- B20.8.1 Further to B20.1(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.
- B20.9 This Contract will be awarded as a whole.
- B20.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 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 responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, 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.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B21.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

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B21.5 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

CO. 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
- 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*.

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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 SERVICES

- D2.1 The Work to be done under the Contract shall consist of Implementation of CAD 9.4.
- D2.2 The major components of the Work are as follows:
 - (a) Staging
 - (b) Data Conversion
 - (c) Map Data
 - (d) Configuration
 - (e) Upgrade Interfaces
 - (f) Reporting
 - (g) Training
 - (h) Other install tasks
 - (i) Testing Support
 - (j) Deployment of Configured s/w to Other Environments (After UAT)
 - (k) Cutover

D3. DEFINITIONS

- D3.1 When used in this Request for Proposal:
 - (a) "Proponent" means any Person or Persons submitting a Proposal for Services.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

David Ranger

Telephone No.: 204-986-6141

Email Address: dranger@winnipeg.ca

- 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.

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.

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- 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

D6.2 Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.

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.

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
 - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence:.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 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.
- D8.4 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.

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D8.5 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.

SCHEDULE OF WORK

D9. COMMENCEMENT

- D9.1 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.
- D9.2 The Contractor shall not commence any Work on the Site until:
 - (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D9.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

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

Corporate Finance - Accounts Payable

4th Floor, Administration Building, 510 Main Street

Winnipeg MB R3B 1B9

Facsimile No.: 204- 949-0864 Email: <u>CityWpgAP@winnipeg.ca</u>

- 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 Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.

D11. PAYMENT

D11.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D12.

PAYMENT SCHEDULE

D12.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice as per the following schedule:

| Payment Milestone | Payment Percentage |
|--|-----------------------|
| Milestone #1 Upon agreement signing | 10% |
| Milestone #2 – Upon delivery of initial converted data into the Customer staging environment | 20% |
| Milestone #3 – Upon completion of I/CAD configuration and delivery of upgraded I/CAD custom components | 25% |
| Milestone #4 – Upon day of I/CAD go-live | 35% |
| Milestone #5 – Upon day of MPS go-live in first car | 10% |

WARRANTY

D13. WARRANTY

D13.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

| | Project Task Name | Responsibility | |
|--------------------|--|----------------|------------|
| | | WPS | Contractor |
| | | X = Lead Task | |
| | | A = Assist | |
| Staging | | | |
| | Install/Setup database (DB) on new Production | А | Х |
| | Install/Setup archive DB | X | Α |
| | Ongoing Architectural / Networking Discussions | Х | А |
| | Install Core COTS I/CAD, MPS, BI s/w. on Production servers | A | X |
| | Install Core COTS I/CAD, MPS, BI s/w. on all other environment servers | x | A |
| | Install Core COTS I/CAD s/w on 3 w/s's | А | Х |
| | Install Core COTS I/CAD s/w on remaining w/s's | Х | A |
| | | | |
| Data Conversion | Convert I/CAD static data | | X |
| | I/CAD event data | | X |
| | I/CAD archive db data | Х | А |
| | I/CAD test/ train data | Х | А |
| Map Data | Rerun conversion week before cutover | A | Х |
| | Implement new map features | Х | Α |
| | Upgrade map database to 9.4 | Α | Х |
| | Modify site specific map scripts | Х | А |
| | Modify site specific map roll documentation | Х | А |
| | Test map roll procedures in 9.4 | Х | Α |
| | | | |

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| Configuration: | (do config, install, test) | | |
|-----------------------|--|---|---|
| | Consult with Customer on new features | Α | Х |
| | Dispatcher (& Calltaker) config tasks: | | |
| | Upgrade 9.2 to 9.4 | | X |
| | Minimal config changes, to meet minimal Customer requirements (Like for like where possible) | | X |
| | Editing and compiling of I/Calltaker, I/Dispatcher and MPS dlls | | Х |
| | Additional config changes after Customer tests minimal configuration(new) | | Х |
| | Document custom config changes | | X |
| | I/CAD minor version upgrade (i.e. Maintenance release) as part of project (9.4) if required | А | Х |
| | Configure Person Level Tracking for I/CAD | A | Х |
| | Configure I/CAD for SQL Server Always On | A | Х |
| | Mobile config tasks: | | |
| | Upgrade MPS like for like | А | X |
| | New configuration | A | X |
| | Configure MPS for person level tracking (PLT) | Α | X |
| | Build 2 MPS test workstations | A | X |
| | Apply agreed-upon MPS config after Delta/gaps workshop | | Х |
| | | | |
| Upgrade Interfaces | Write or update test plans | Х | А |
| | Ani/Ali | A | Х |
| | MDT – Mobile | Α | X |
| | I/Tracker for Person Level Tracking | Α | X |
| | I/Tracker for Mobile | A | X |
| | Banner | A | X |
| | I/Informer to CPIC | Α | X |
| | CPIC Gateway | Α | X |
| | I/Informer to NICHE RMS | A | Х |
| | I/Informer to ManDL | A | X |
| | I/Incident Analyst | A | X |
| | Audio Logger | A | X |
| | I/NetViewer | X | A |
| | InterCAD | X | A |
| | I/CAD Link | X | A |
| | I/Backup | X | А |
| Reporting: | | | |
| . toporting. | BI Direct Reports | A | X |
| | DIIOOt Nopolto | П | |

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| Training: | | | |
|--|---|---|---|
| | I/CAD Delta Training (Train the Trainer) | Α | X |
| | I/CAD Administrative Training | Α | X |
| | MPS User Training (Train the trainer) | Α | X |
| | MPS Configuration Workshop | Α | X |
| | Mapping Workshop | А | X |
| | | | |
| Other install tasks: | I/Map Editor | | X |
| Testing Support: | Draft/Update workflow scenario test plans | X | |
| | Resolve issues from UAT iteration 1 | Α | X |
| | Resolve issues from UAT iteration 2 | Α | X |
| | | | |
| | | | |
| Deployment of Configured s/w to Other Environments (After UAT) | Replicate to backup site | X | |
| | Replicate to test | X | Α |
| | Replicate to training | Х | Α |
| | Test all environments | Х | А |
| Cutover | Cutover planning time | X | A |
| | SW imaging and packaging | X | A |
| | Prep time onsite prior to cutover | x | Х |
| | Cutover: | | |
| | I/CAD 9.4 | X | А |
| | MPS 9.4 | X | А |
| | Post cutover support | | |
| | I/CAD | X | А |
| | MPS | Х | А |
| | | | |

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PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

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

John James SMITH Dob: 45 Aug 24 (father)

123 Anywhere Street 555-555-555

Winnipeg, Manitoba

(b) A list of names, dates of birth, addresses and telephone numbers and occupations of at least four (4) of your closest friends. This list should be typed in the following format:

John James SMITH Dob: 45 Aug 24 (father)

123 Anywhere Street 555-555-555

Winnipeg, Manitoba

- (c) The name of the immediate supervisor title or position within their organization, and telephone number, mailing address and email address.
- (d) A list of all past addresses.
- (e) Photocopies to two valid pieces of identification:
 - (i) valid photo driver's license,
 - (ii) valid passport or,
 - (iii) birth certificate.
- (f) A completed Form P-608: Security Clearance Check authorization form. Form P-608 must be signed and dated.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.

Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 245 Smith Street:

- (g) within five (5) Business Days of the Award of Contract; or
- (h) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.4 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- F1.5 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.

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- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.
- F1.7 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
 Winnipeg Police Service
 Division 30 Services
 Attn: Service Security Officer

Winnipeg, Manitoba R3C 0R6

245 Smith Street

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WINNIPEG POLICE SERVICE SECURITY CLEARANCE CHECK SERVICES – DIVISION 30

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| NAME, TELEPHONE NUMBER AND BUSINESS ADDRESS OF EMPLOYER: | | NAME & PHONE NUMBER OF CITY CONTACT PERSON IN CHARGE OF THE PROJECT REQUIRING THE SECURITY CLEARANCE CHECKS | |
|--|----------------------|---|---|
| | | | |
| NATURE & LOCATION OF WORK BEING DONE | FOR WINN | IPEG POLICE SE | ERVICE: |
| Contract Administrator: | | | |
| WARNING: ANY FALSE OR INCOMPLETE A | - | ON MAY RESULT IN S WILL NOT BE PR | |
| EMPLOYEE INFORMATION | | | |
| LAST NAME: | | GIVEN NAMES: | |
| BIRTH NAME OR OTHER NAME(S) USED: | | | |
| | (if diff | erent from above) | |
| ☐ MALE ☐ FEMALE DATE OF BIRTH: | Y | M D | BIRTH PLACE: |
| ADDRESS: | | CITY: | PROVINCE: |
| POSTAL CODE: | RESIDENT | IAL PHONE: | |
| AUTHORIZATION | | | |
| I, hereby consent to the Winnipeg Police Service collecting my personal information from any public body, person, employer, or government institution for the purpose of conducting a security check in connection with my contract or association with the Winnipeg Police Service. This authorization, including a copy or facsimile thereof, is my consent to any public body, person, employer or government institution to release true copies of any records containing my personal information to the Winnipeg Police Service. (Security clearance checks expire after a period of one year). | | | |
| Signature of Witness | | | Signature of Applicant |
| This personal information will be collected pursua C.C.S.M.cF175 questions about the collection of this information. | nt to <i>The Fre</i> | | tion and Protection of Privacy Act name, phone # of person who) can answer |
| | | | Date |
| WINNIPEG POL RESULT OF CHECK: | ICE SERVIC | E - FOR OFFICE | USE ONLY |
| | ONS WAS ASS | SOCIATED TO ANY SI | UBJECT WITH THE SAME NAME AND DATE OF |
| AN OUTSTANDING CRIMINAL CHARGE AWAIT AND DATE OF BIRTH. | ING COURT D | ISPOSITION WAS AS | SOCIATED TO A SUBJECT WITH THE SAME NAME |
| A POLICE RECORD OF CRIMINAL CONVICTIO | NS WAS ASSC | CIATED TO A SUBJE | CT WITH THE SAME NAME AND DATE OF BIRTH. |
| PROCESSED BY: | | | |
| Clerk WPS# | # | = | Date |