



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 628-2020**

**PROVISION OF DATA INTEGRATION AUTOMATION TOOLS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF DATA INTEGRATION AUTOMATION TOOLS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 27, 2021.

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 D6.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

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

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

### **B4. CONFIDENTIALITY**

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

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

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

## **B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

## **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 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, to the Proponent who requested approval of the substitute.

- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B26.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and
  - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
  - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
  - (d) Project Schedule (Section F) in accordance with B13.
  - (e) Business Requirements (Section G) in accordance with B14.
  - (f) Technical Requirements (Section H) in accordance with B15.
  - (g) Training and Support (Section I) in accordance with B16.
  - (h) Value-Added Services (Section J) in accordance with B17.
- 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 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B26.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL**

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.2 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).

- B9.1 The Proponent shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B9.1.1 Notwithstanding C12.2.3, 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 data integration automation solutions, including associated design, configuration, programming, involvement with public safety and public service organizations, professional services, management of the project and contract administration services on a minimum of 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;
    - (i) including benefits realized from a public safety or public service perspective, if applicable role of the contractor
  - (b) project's original contracted cost and final cost;
  - (c) project owner;
  - (d) 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 focusing on Key Personnel assigned to 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 Data Integration roles, technical solution overview and if applicable, public safety analytics specialists. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in data integration technology 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).



## **B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D3.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the City's Project methodology with respect to the information provided within this RFP; and
  - (c) any other issue that conveys your team's understanding of the Project requirements.
- B12.5 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

## **B13. PROJECT SCHEDULE (SECTION F)**

- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

## **B14. BUSINESS REQUIREMENTS (SECTION G)**

- B14.1 The Proponents should describe how the proposed solution addresses the following software features and support requirements:
- (a) **Visible and Executable Code** – Describe the ability of the proposed solution to create, store, make editable and display the code automatically provided (DDL, DML, MDX, SQL, etc.) Code should be non-exclusive to the proposed solution or family of products provided by the Proponent.
  - (b) **Real-time Data Extraction** – Describe the ability of the proposed solution to include changes at the data sources in real or near-real time. The change data capture as it occurs should be incorporated into the ETL process and be guaranteed to occur once and once only.
  - (c) **Rapid Data Warehouse Development** - Describe the ability of the proposed solution to automatically create data warehouse schemas where the creation is based on the ETL processes from various data sources.
  - (d) **Metadata Documentation** – Including the mandatory features in E4.2(d), describe the information captured documenting the schema and properties of the source and transformed data and describe how this information is made available. Include where possible lineage, transformation details, data type conversions, related business process information and any other pertinent data.
  - (e) **User-friendly Documentation** – Describe the capability of the proposed solution in automatically generating user-friendly documentation. The information should include ETL processes, source data properties, data warehouse design, metrics where available and performance measurements.

- (f) **Scheduling** – Describe how the proposed solution will provide scheduling for data integration processes beyond date, time and interval properties.
- (g) **Data Quality Measurement** – Describe how the proposed solution is capable of providing data quality measurements beyond cardinality, nullability and range of values.

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

### **B15.1 Installation of Proposed Solution**

- (a) **Installation** – Describe installation and configuration options, specifying both customer's and Proponent's installation responsibilities.

### **B15.2 Technical Architecture** – Describe the overall architecture of your proposed solution. Include any relevant models / diagrams and descriptions necessary to convey the following architectural perspectives of your solution (business, application, information and technology).

- (a) **Robust Remedial Processes** – Describe how the solution can recover from unavailable sources or operate successfully when some resources are off-line. Describe where remediation is automatic.
- (b) **Data Sources Available** – Describe how the proposed solution is able to gather property and metadata information from multiple sources beyond those specified as mandatory. (Mandatory include SQL Server, Oracle, Microsoft Access DB, Microsoft Excel, CSV, JSON, SOAP, XML, and REST web services).
- (c) **Source Data Exploration** – Describe how exploration of schemas within the various data sources is accomplished including any additional features within.
- (d) **Minimal Impact on Source Systems** – Describe how the application architecture and technical architecture contribute to ensuring there is little or no impact to the data source systems used in the data integration automation solution.
- (e) **Promotion from Test to Production** – Describe the ease of moving solutions from test (using test data sources and test data destinations) to production environments.
- (f) **Performance** – Describe the expected capability and performance of your solution in processing and analyzing real-time data.

### **B15.3 System Management** – Describe the system management activities and processes required to operate and maintain the vitality of your proposed solution over time.

- (a) **User Account Administration and Access Control** – Describe how the solution provides the ability to define and control user access to functionality and data through combination of role-based and group-based authorization controls. Describe how the features and capabilities of the solution are used to control access (granted/denied), user profiles and session management. Include details of any Active Directory Integration capabilities.
- (b) **Backup and Recovery** – Describe how the solution supports an industry standard backup and recovery approach and processes. Describe the required activities to maintain backups and enable recovery of both operational / business data and system configuration to ensure recovery of data in the event of a destructive system failure (affecting the data).
- (c) **Upgrades and Security** – Describe your upgrade and security patching approach and process, authentication credential storage, authentication methods available, vulnerability notification for customers, typical frequency, and indicate the level of impact to systems operations.
- (d) **High Availability** – Describe how your product supports the high availability of destination data stores and automated solutions.

### **B15.4 Usability** – Describe how your solution is designed to be user-friendly and intuitive. Include a robust description of the global design features within the solution that assist and guide the user through an aesthetically appealing experience when performing routine tasks. The Proponent should address the following:

- (a) **Understandability** – Describe how the solution demonstrates the following characteristics:

- (i) Descriptions and demonstrations are available to solution users.
- (ii) Guides and context sensitive messages are displayed to solution users.
- (b) **Learnability** – Describe how the solution demonstrates the following characteristics:
  - (i) Functions can be absorbed quickly.
  - (ii) Functions and flows within the solution are intuitive and require actions that are discreetly defined and apparent.
- (c) **Operability** – Describe how the solution demonstrates the following characteristics:
  - (i) Consistency across functions and screens.
  - (ii) Common elements can be selected rather than entered.
  - (iii) Colour coding and conditional formatting is used to indicate status/state of a system artifact or data element.
  - (iv) Icons and images are used, where beneficial to the user experience.
  - (v) Informative techniques are applied to facilitate understanding of presented information.
  - (vi) Navigation through the solution functions is clear.
  - (vii) Self explanatory messages that clearly indicate resolutions are present where appropriate.
  - (viii) The ability to undo actions is provided where appropriate.
- (d) **Attractiveness** – Describe how the solution demonstrates the following characteristics:
  - (i) Screen layouts are aesthetically pleasing.
  - (ii) Styles, colors and fonts are used consistency throughout the application.
  - (iii) The application has a modern look and feel when using solution functions.

## **B16. TRAINING AND SUPPORT (SECTION I)**

- B16.1 The Proponent should describe in detail the following related to training:
- (a) The Proponent's ability to provide in-person, virtual instructor-led, and/or self guided training.
  - (b) The availability of web-based instructional training that allows novice users to build skills for using the proposed solution.
  - (c) 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.
- B16.2 The Proponent should describe in detail the following related to support services:
- (a) **Vendor Support** - the ability of the Proponent to provide in-person support, provide on-demand support via phone, web, or email. Include delineation between tasks for which the Winnipeg Police Service will be responsible vs. those that your warranty services will provide. Provide any associated Service Level Agreements (SLAs).
  - (b) **Toll-free Telephone Number** – the availability of business and technical support to the City via a local Winnipeg telephone number or a toll-free telephone number at which service and support requests may be placed from Monday-Friday, 0800 hrs - 1700 hrs Central Standard Time excluding statutory holidays.
  - (c) **Online Support Resources** – availability to provide technical support, assistance, and troubleshooting resources online.
  - (d) **Support and Response Time** – mode of support and response time to user inquiries/concerns and support for critical issues related to application performance;
- B16.3 The Proponent should describe in detail the following related to **Professional and Peer Support**:

- (a) **User Community** – the existing user community for reference and support, in particular any user community associated with public safety or public service of comparable size (between 1,000 and 5,000 employees). Capability and proclivity of sharing of solutions should be provided.
- (b) **Industry Acceptance** – how the included processes, outputs and terminology used by the proposed solution have demonstrated/obtained acceptance by public safety and public service agencies (i.e. file types produced are compatible without transformation to other users and software in the public safety and public service industry).
- (c) **History of Use** - demonstrated 5+ years as a Data Integration Automation solution. Demonstrated continual development of product to meet or exceed best practices.
- (d) **Application Longevity** - list the components included in the bid and describe how the software/application(s) is utilized by other public safety or public service industry. All proposed features must be currently commercially available and Proponent-supported.

B16.4 Within the User Community and/or the Learning / Training, describe the capability and proclivity of sharing of solutions among industry peers.

## **B17. VALUE-ADDED SERVICES (SECTION J)**

B17.1 The Proponent should specify what value-added services or features are available with their proposal above and beyond what has been specified in PART E - . The Proponent should specify if there are any costs, limits or conditions for their availability. Include additional features and modules that integrate with your proposed solution.

## **B18. DISCLOSURE**

B18.1 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.

B18.2 The Persons are:

- (a) WhereScape
- (b) HVR
- (c) Qlik

## **B19. CONFLICT OF INTEREST AND GOOD FAITH**

B19.1 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.

B19.2 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.

B19.3 In connection with its Proposal, each entity identified in B19.2 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.

B19.4 Without limiting B19.3, 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.

B19.5 Without limiting B19.3, 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 B19.4 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.

B19.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B20. QUALIFICATION**

B20.1 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.

- B20.2 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>
- B20.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .
- B20.4 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.
- B20.5 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.

## **B21. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B21.1 Proposals will not be opened publicly.
- B21.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B21.3 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).
- B21.3.1 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.
- B21.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## **B22. IRREVOCABLE OFFER**

- B22.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid/Proposal.
- B22.2 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 formed and the contract security have been 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: Bid/Proposal.

## **B23. WITHDRAWAL OF OFFERS**

- B23.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

## **B24. INTERVIEWS**

- B24.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B24.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios. The City expects that the Proponent would be demonstrating a functional version of their proposed system.
- B24.3 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

## **B25. NEGOTIATIONS**

- B25.1 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.
- B25.2 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.
- B25.3 If, in the course of negotiations pursuant to B25.2, 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.

## **B26. EVALUATION OF PROPOSALS**

- B26.1 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 B20:                                 | (pass/fail) |
| (c) Total Bid Price; (Section B)   | 15%         |
| (d) Experience of Proponent and Subcontractor; (Section C)   | 2%          |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)   | 1%          |
| (f) Project Understanding and Methodology (Section E)  | 1%          |
| (g) Project Schedule. (Section F)  | 1%          |
| (h) Business Requirements; (Section G)   | 32%         |
| (i) Technical Requirements; (Section H)  | 32%         |
| (j) Training and Support; (Section I)  | 11%         |
| (k) Value-Added Services; (Section J)  | 5%          |
- B26.2 Further to B26.1(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.
- B26.3 Further to B26.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is qualified.

- B26.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B26.1(a) and B26.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B26.5 Further to B26.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.7.
- B26.6 Further to B26.1(c) where the Total Bid Price exceeds the estimate stated in D3.7 the City may determine that no award will be made in accordance with B27.2.1(a).
- B26.7 Further to B26.1(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.
- B26.7.1 Further to B26.1(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.
- B26.8 Further to B26.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B26.9 Further to B26.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B11.
- B26.10 Further to B26.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B26.11 Further to B26.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13
- B26.12 Further to B26.1(h), Business Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B26.13 Further to B26.1(i), Technical Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.
- B26.14 Further to B26.1(j), Training and Support will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B16.
- B26.15 Further to B26.1(k), Value-Added Services will be evaluated considering the information requested and submitted, in accordance with B17.
- B26.16 Notwithstanding B26.1(d) to B26.1(k), 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.
- B26.17 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B24.
- B26.18 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.
- B26.19 This Contract will be awarded as a whole.

## **B27. AWARD OF CONTRACT**

- B27.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.



- B27.2 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.
- B27.2.1 Without limiting the generality of B27.2, 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.
- B27.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B27.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B27.4.1 The Contract documents as defined in C1.1(o)(ii) 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.
- B27.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B27.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. BACKGROUND

D2.1 The WPS aims to deploy an Automated Data Integration solution capable of providing timely data formatted for analysis in support of public safety, crime suppression and officer safety.

D2.2 An **on-premise** Automated Data Integration solution **without any dependencies on internet, cloud-hosted components**, or third-party remote access.

D2.3 Remote access to the Winnipeg Police Service network by a third party(s) is not permitted.

#### D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of provision and support of Automated Data Integration solution (Solution) for a five (5) year term from the date of award, with the option of three (3) mutually agreed upon two (2) year extensions.

D3.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

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

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

- (a) Onboarding activities;
- (b) Supply, install, configure and optimize software licensing/subscriptions (including any required third-party software licenses);
- (c) The Contractor shall supply, install, configure and optimize proprietary hardware (if required, to be included) and provide comprehensive maintenance and support for contracted term including any required licensing at no additional cost;
- (d) Professional services;
- (e) Ongoing Contractor support and maintenance services for all software and hardware (if any) components for the contracted term; and
- (f) Training.

D3.3 The City will provide the following:

- (a) Host servers
- (b) Virtual servers
- (c) VMware licenses
- (d) Operating System licences
- (e) MS SQL Server Enterprise licenses

(f) MS Windows client workstations/desktops/and laptop computers

D3.4 The Work under the contract to begin within thirty (30) Calendar days of contract award.

D3.5 All maintenance and support agreements are to begin upon Contract Administrator acceptance of completion of go-live cutover.

D3.6 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.

D3.7 The funds available for this Contract are \$350,000.00.

#### **D4. COOPERATIVE PURCHASE**

D4.1 The Contractor is advised that this is a cooperative purchase.

D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations, and estimated quantities.

D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.

D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

#### **D5. DEFINITIONS**

D5.1 When used in this Request for Proposal:

- (a) **“Appliances”** means hardware specifically provided by the Proponent that is required as part of the proposed .
- (b) **“Change Data Capture or CDC”** means the ability to detect and record the altered data within the data source.

- (c) **“CSV”** means comma separated value and refers to the structure of a delimited text file containing data. Other special characters may also be used to delimit values such as tab, semi-colon and carriage return.
- (d) **“DDL”** means Data Definition Language and represents the subset of SQL code that is used to define objects and constructs within a relational database.
- (e) **“DML”** means Data Manipulation Language and represents the subset of SQL code that is used to alter data within a relational database.
- (f) **“ETL”** means the process of retrieving, altering, checking, integrating and storing in the altered form, the data from its source to the destination. The order of operations is not mandatory but should be logical to achieve the end result in an efficient manner. It is often referred as Extract, Transform and Load. It may also describe the process of loading the data and then transforming it as the analysis allows. This has been referred to as ELT in some contexts.
- (g) **“Near Real Time”** means providing updated information to the destination or staging area based on the source data changes that are detectable within the source’s framework, as close as possible to the time of change. Within relational database systems it would be expected to be within 15 minutes approximately. Other sources could be constrained by the source’s framework but change data capture should still be possible and have comparable performance metrics.
- (h) **“Proponent”** means any Person or Persons submitting a Proposal for Goods and Services;
- (i) **“Real Time”** means providing updated information to the destination or staging area within approximately 5 minutes. It is acknowledged that not all data source frameworks lend themselves to this type of change data capture. It is expected that relational databases would lend themselves to this type of change data capture.
- (j) **“Solution”** means software licenses (including third party software), Contractor-provided hardware (if required), professional services, training, and maintenance and support.
- (k) **“Usability”** means the capability of the software to be understood, learned, used, and be attractive to the user.
- (l) **“WPS”** means Winnipeg Police Service.

## **D6. CONTRACT ADMINISTRATOR**

D6.1 The Contract Administrator is:

Howard Epp

Project Leader, Operations – Winnipeg Police Service

Telephone No. 204-782-6835

Email Address: hepp@winnipeg.ca

D6.2 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.

## **D7. NOTICES**

D7.1 Notwithstanding C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D6.

- D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

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

## **SUBMISSIONS**

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

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

### **D9. INSURANCE**

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) Professional Liability insurance in the amount of at least \$500,000 per claim and \$1,000,000 in the aggregate to remain in place at all times during the term of the agreement and any mutually agreed upon extensions.
    - (i) Professional Liability insurance to remain in force for the duration of the agreement and for twelve (12) months after all services are completed.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.
- D9.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D9.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **CONTROL OF WORK**

### **D10. COMMENCEMENT**

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the insurance specified in D9;

- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10.3 The Contractor shall commence the Work on the Site within thirty (30) Calendar Days of contract award.

#### **D11. DELIVERY**

D11.1 Goods shall be delivered by within thirty (30) Calendar days, f.o.b. destination, freight prepaid to:  
Winnipeg Police Service Headquarters  
245 Smith Street  
Winnipeg, MB  
R3C 1K1

D11.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

D11.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

D11.4 The Contractor shall off-load goods as directed at the delivery location.

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

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

D12.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D12.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D12.5 The Work schedule, including the durations identified in D11 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D12.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

#### **D13. ORDERS**

D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

#### **D14. RECORDS**

D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

- D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) delivery date(s); and
  - (d) description and quantity of goods supplied.
- D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## MEASUREMENT AND PAYMENT

### D15. INVOICES

- D15.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9
- Facsimile No.: 204 949-0864  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)
- D15.2 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.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D16. PAYMENT

- 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.
- D16.2 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### D17. PAYMENT SCHEDULE

- D17.1 Further to C12, payment shall be in accordance with the following payment schedule:
- (a) The Proponent shall 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 that milestone have been produced to the satisfaction of the City, prior to issuing payments.
- D17.2 Holdback
- (a) The City of Winnipeg will hold back 15 percent (15%) of the final progress payment payable 60 calendar days after project completion. Project shall be considered complete



when all contracted work as specified in the Contract has been completed and all deliverables have been approved by the Contract Administrator.

## WARRANTY

### D18. WARRANTY

D18.1 Notwithstanding C13, Warranty will be applicable for the initial term (5 years) of the Contract.

## 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.

D19.1 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.

D19.2 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.

D19.3 Modified Insurance Requirements

D19.3.1 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.

D19.3.2 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.

D19.3.3 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.

D19.3.4 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.

D19.3.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D19.4 Indemnification By Contractor

- D19.4.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for the Combined Provision of Goods and 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 Records Retention and Audits
- D19.5.1 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.
- D19.5.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for the Combined Provision of Goods and 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 D19.5.1 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.
- D19.6 Other Obligations
- D19.6.1 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.
- D19.6.2 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.
- D19.6.3 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.
- D19.6.4 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.
- D19.6.5 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.

D19.6.6 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. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### E2. SPECIFICATIONS

- E2.1 The Contractor shall provide a Data Integration Automation Solution (Solution) as per the following specifications.

#### E3. GOODS AND SERVICES

- E3.1 Item No. 1. – The Contractor shall provide separate costs on Form B in accordance with the requirements hereinafter specified that satisfies the maximum anticipated configuration described in (a) below, with support included over the next 5 years for each of the items listed in sections E3.2 to E3.8 as they apply to the Proponent's licensing model. Further, specify whether the concurrent or named-user licensing is available and how licenses are structured (subscription, perpetual, etc.), where applicable:

- (a) **Maximum Anticipated Usage Configuration:** The following configuration represents the maximum anticipated usage configuration for WPS when employing the Proponent's Solution:

- (i) **Desktop / Client Data Integration Automation Software:** shall indicate the cost per desktop / user license for the proposed Solution. Cost should also include delineation of any client licensing required for various states of interaction with the software including but not limited to read-only, power user, administrator where differentiation is apparent. Cost also to include all licensing for any required third-party software licenses that are not listed as per D3.3.
- (ii) Multiple data sources:
- |                                     |    |
|-------------------------------------|----|
| MS SQL Server (4 cores)             | 5  |
| MS SQL Server Instances             | 8  |
| MS SQL Server databases             | 15 |
| XML Data File (Batch / Transaction) | 5  |
| CSV File (Batch)                    | 5  |
| REST Web Service                    | 5  |
| MS Access Database                  | 10 |
| Social Media Feed                   | 5  |
- (iii) 4 Data Sources Requiring CDC (MS SQL Server – 4 cores)
- (iv) 2 Data Destinations (data warehouses with 2 cores each)
- (v) 1,000 Viewers (Read Only) of the resulting data
- (vi) 30 Viewers (Read Only) of the Solution including metadata
- (vii) Test System for testing of tool capabilities
- (viii) Development System for testing of Solution capabilities

- E3.2 Item No. 2 – **Data Integration Automation Server Software and associated Extensions:** shall indicate the cost per server license (covering a server with up to 4 cores) for the proposed Solution. Cost also to include all licensing for any required third-party software licenses that are not listed as per D3.3.

- E3.3 **Item No. 3 – Data Integration Automation Server Software and associated Extensions - 5-year Maintenance and Support Agreement:** shall indicate the licensing / subscription / maintenance and support costs per server license (covering a server with up to 4 cores) for the proposed Solution for a 5-year term. Cost also to include all associated licensing / subscription / maintenance and support costs for any required third-party software licenses for a 5-year term that are not listed as per D3.3.
- E3.4 **Item No. 4 – Desktop / Client Data Integration Automation Software and other Maximum Anticipated Usage Configuration Items - 5-year Maintenance and Support Agreement:** shall indicate the licensing / subscription / maintenance and support cost per desktop / user license for the proposed Solution for a 5-year term. Cost also to include all associated licensing / subscription / maintenance and support costs for any required third-party software licenses for a 5-year term that are not listed as per D3.3. This item shall also include 5-year maintenance and support agreement on all items listed in E3.1(a) above.
- E3.5 **Item No. 5 – Appliances:** shall indicate, if applicable, the cost of appliances for the proposed Solution. Cost should include any third-party software, shipping and installation of appliances for the proposed Solution. Costs should also include all associated licensing / subscription / maintenance and support costs for a 5-year term.
- E3.6 **Item No. 6 – Professional Services:** shall indicate the total cost for providing professional services to fully implement the proposed Solution, including but not limited to:
- (a) Requirements gathering, specifications definition, planning, design, and documentation
  - (b) Determine and advise of specifications for server, network, and client-device infrastructure environment
  - (c) Server configuration and optimization, specific to the enterprise software
  - (d) Installation and configuration of enterprise software on servers
  - (e) Installation and configuration of databases and any third-party software
  - (f) Installation and configuration of Contractor-provided hardware (if applicable)
  - (g) Installation and configuration of desktop software
  - (h) Develop and provide current documentation for installation and configuration of desktop software
  - (i) Assist with installation and configuration of additional desktop software
  - (j) Assist with troubleshooting, testing, deployment/implementation, and go-live cutover support
  - (k) Participate in project meetings
  - (l) Prepare and distribute project updates, status reports and communications
  - (m) Project Management
  - (n) Travel costs and living expenses
- E3.7 **Item No. 7 – Training:** shall indicate the total cost for providing all training required to become proficient users of the Solution. This includes:
- (a) Two (2) subject matter expert / power users of Desktop and Server Data Integration Automation Software (including but not limited to workflows and analytic design);
  - (b) Minimum of two (2) Business Administrators for the proposed Solution; and
  - (c) Minimum of two (2) IT Administrators for purpose of configuration and support of Solution.
- E3.8 **Item No. 8 – Hardware -** shall indicate the total cost of Contractor-provided proprietary hardware (if required) beyond Item no. 5 (Appliances) that are not listed as per D3.3 including all associated licensing / subscription / maintenance and support costs for a 5-year term.

#### E4. BUSINESS REQUIREMENTS

##### E4.1 The Contractor shall:

- (a) have experience providing data integration automation software Solutions, including associated design, configuration, programming, professional services, management of the project and contract administration services on projects of similar complexity, scope and value with public safety and public service organizations in Canada and/or the United States
- (b) Provide details on the discrete modules and components of your Solution, and how they relate to the required functions of the Solution. Include a description of the underlying technology platform (e.g. .Net, Java, etc.) and industry standards on which your Solution is based. Within your description, include any and all third-party applications / components delivered within your core Solution and/or extended components on which your Solution is dependent and will be included as part of the proposed Solution for the term of the agreement. Indicate all your supported browsers and/or platforms.
- (c) Provide details on the “typical” deployment configuration(s) and network topology used to host your Solution, and your recommendation for the Winnipeg Police Service in this proposal. Include all deployment nodes (application servers, database servers, end-user workstations, mobile devices, etc.) and the corresponding deployment unit(s) (applications, modules, components) installed on each. Include any relevant enterprise systems (Directory Server, Mail Server, etc.)

##### E4.2 The Solution provided shall perform:

- (a) **Data Integration** – Using the Solution provided by the proponent, data from disparate sources will be combined to create a unified view of the information. Functionally the Solution shall be able to design, model, transform and move data while creating the necessary data warehouse infrastructure such as fact and dimension tables or hub and spoke objects (Kimball or Inmon methodology) for the destination. The Solution shall perform data discovery to determine schema and data field properties as applicable. Data sources can be of various types and shall include the mandatory data source types listed in D5.1(c). Data Integration destinations shall conform to industry standard types, shall not be proprietary to the Proponent Solution and shall include:
  - (i) Microsoft SQL Server
  - (ii) Microsoft Analysis Services
- (b) **Data Change Capture in Real Time** – This refers to the ability to extract changes as they occur in the source and participate in an ETL process. As data at the source is altered the changes shall be captured in real time and processed to the data destination for analysis or visualization. This Solution shall capture changes in the relational database data sources in near real time, where other mandatory data source types are involved (see E5.1(c)), this Solution shall provide a method of near real time capture of data changes in an acceptable form where data consistency can be assured.
- (c) **Scheduled and Coordinated ETL Processes** – The Solution shall be able to set processes to run at specific times / days and intervals. Scheduling of established Extract, Transform and Load (ETL) processes according to date / time / intervals captured by the Solution including process steps from within the current process is required. Coordination of scheduling should provide error notification and logging within the tool(s) in addition to notification via email of error conditions that exceed a threshold.
- (d) **Metadata Documentation** - Retrieve metadata information from data sources and data destinations including data types and schema for all mandatory data sources and in the case of relational databases be able to determine cardinality, nullability, and range of values for all mandatory data sources as applicable for relational databases including but not limited to Microsoft SQL Server databases.
- (e) **Code Generation** - Expose relevant SQL (DML, DDL) and MDX code as applicable generated by the Solution.

- (f) **Automated Documentation** – Automatically generate user-friendly documentation by providing the details of the Solution, source data schema, the steps involved, the data lineage, the ETL processes, data warehouse design or the resulting data format and schema, if applicable, and any other pertinent information such as metrics regarding the Solution's environment and end product offering.
- (g) **Data Transformation** – The Solution shall be able to convert data from one (source) format into another (destination). The formats for the source data need to be compliant with formats available in the mandatory data sources listed in E5.1(c) below and the destinations listed in (a) above. Transformation should include the ability to make automated (repeatable and settable) complex changes with the Solution including logical branching, compatibility matching, cleansing, standardization, deduplication, and verification with the application of business rules using graphical user interface.

## E5. TECHNICAL REQUIREMENTS

E5.1 The Solution provided shall:

- (a) **Impact Analysis of Design Changes** – Be able to share components / processes / data destinations or sources where changes that are made to the design shall provide impact analysis of other processes affected by the change within the tool(s).
- (b) **Continue Basic Functionality After Support Expiration** – Continue to function on the latest configuration including scheduling, data sources and destinations in the event support for licenses is not renewed.
- (c) **Connect to Industry Standard Data Sources and Destinations** – Be able to connect and operate with (extract data, derive metadata) these mandatory data sources:
  - (i) Microsoft SQL Server,
  - (ii) Oracle Database,
  - (iii) Microsoft Access,
  - (iv) Microsoft Excel,
  - (v) Comma Separated Value file including text files,
  - (vi) JSON,
  - (vii) SOAP,
  - (viii) XML,
  - (ix) REST web services.
- (d) **Support for Current and Future Version Data Sources and Destinations** – For all mandatory data sources ((c) above) and destinations listed in E4.2(a), all vendor supported versions and editions including future versions and editions within the term of this contract shall be accessible and operate with the same or better functionality.
- (e) **Supported Server Operating System** – Where server-based software Solution is installed, vendor-supported Windows Server platforms are used or an alternative approved by the contract administrator for all mandatory components.
- (f) **Resilient when Encountering Unavailable Resources** – Continue to function in the event a data source is not available and seamlessly reconnect to the data source once it becomes available again and identify or recover the data that is missing.
- (g) **Secure Information Transfer** – Provide security features of the Solution and the ability to securely transfer data to computing devices on internal networks including the ability to manage credentials and integrate with Active Directory.
- (h) **On-Premise Based** – The entire Solution shall be installed and maintained within the WPS-controlled systems. This requirement does not include security patching and upgrades that may start off the network.
- (i) **Compatibility** – The Contractor shall provide a Solution whereby the proposed Solution including all Contractor-provided hardware (if any), software, and firmware fully integrate with current Winnipeg Police Service technical infrastructure including Windows operating

systems, Microsoft SQL Server, Microsoft Analysis Services and VMware. Furthermore, the Solution shall maintain compatibility with future upgrades of these operating systems, databases, and virtualization technologies, throughout the life of the agreement. Proponent shall specify the full list of system technical requirements required for the Solution.

## **E6. PROFESSIONAL SERVICES**

E6.1 The Contractor shall provide the following:

- a) Requirements gathering, specifications definition, planning, design, and documentation
- b) Determine and advise of specifications for server, network, and client-device infrastructure environment
- c) Server configuration and optimization, specific to the enterprise software
- d) Installation and configuration of enterprise software on servers
- e) Installation and configuration of databases and any third-party software
- f) Installation and configuration of Contractor-provided hardware (if applicable)
- g) Installation and configuration of desktop software
- h) Develop and provide current documentation for installation and configuration of desktop software
- i) Assist with installation and configuration of additional desktop software
- j) Assist with troubleshooting, testing, deployment/implementation, and go-live cutover support
- k) Participate in project meetings
- l) Prepare and distribute project updates, status reports and communications
- m) Project Management
- n) Travel costs and living expenses

## **E7. TRAINING AND SUPPORT**

E7.1 The Contractor shall:

- (a) Prior to the onset of production use of the Solution, the Contractor shall provide an onboarding session to introduce the platform, subscription details, communication structure between the City and Contractor, and provide a demonstration of how to fully utilize the proposed Solution.
  - (i) The onboarding can happen either online or in-person, but shall allow for two-way communication between the Contractor and the City.
- (b) Provide ongoing Contractor support and maintenance services for all vendor provided software and hardware (if any) components
- (c) Be available for technical support and assistance to the City via a local Winnipeg telephone number or a toll-free telephone number at which service and support requests may be placed from Monday-Friday, 0800 hrs - 1700 hrs Central Standard Time excluding statutory holidays.
- (d) Provide Solution troubleshooting resources online also.
- (e) Provide ongoing advice and guidance to Business and IT Administrators on the adoption of upgrades and changes to the platform when/where available.
- (f) Conduct appropriate and in-depth training for Administrators such that they become proficient users of the software; training courses and content shall be provided to:
  - (i) 2 subject matter experts / power users of Desktop and Server (including but not limited to workflows and analytic design);
  - (ii) Minimum of 2 Business Administrators for the proposed Solution;
  - (iii) Minimum of 2 Information Technology Administrators for purpose of configuration and support of Solution.



## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 The City will conduct a Level Two Security Clearance Check, of any individual, owner(s), members of the Board of Directors and persons with controlling interest in the company 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, owner(s), members of the Board of Directors and persons with controlling interest in the company 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	555-555-5555
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	555-555-5555
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 and dates when resided.
  - (e) Identification - photocopies of two valid pieces of identification with at least one piece of photo identification:
    - (a) Photo Identification must be one of the following:
      - (i) Driver's License,
      - (ii) Passport,
      - (iii) Permanent Resident Card,
      - (iv) Aboriginal Status Card,
      - (v) Manitoba Public Insurance Identification Card.
    - (b) Second identification must be one of the following:
      - (i) Birth Certificate,
      - (ii) Social Insurance Card – (SIN confirmation letters effective April 2014),
      - (iii) Provincial Health Card,
      - (iv) Citizenship Card,
      - (v) Firearms License,
      - (vi) Immigration Papers,
      - (vii) National Defense Card,
      - (viii) Nexus Card,

- (ix) FAST CARD from Canada Border Services Agency.
  - (f) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck>. 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/Proposal.
- F1.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) 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.
- F1.5 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.
- F1.6 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.
- (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.
- F1.7 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.
- F2. POLICE RECORD CHECKS**
- F2.1 Each individual and the owner(s), members of the Board of Directors and persons with controlling interest in the company proposed to perform Work under the Contract at Winnipeg Police Service facilities shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at their place of residence. This can be obtained from one of the following:
- (a) police service having jurisdiction at his/her 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>
- F2.2 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.
- F2.3 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals and the owner(s), members of the Board of Directors and persons with controlling interest in the company 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 Work.

- F2.4 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.
- F2.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated record search as hereinafter specified.
- F2.6 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 criminal records search. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated criminal records search will not be permitted to continue to perform any Work.