



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 416-2016**

**PESTICIDE APPLICATION MANAGEMENT SYSTEM**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Substitutes	2
B7. Proposal Submission	3
B8. Proposal (Section A)	4
B9. Prices	4
B10. Form N	5
B11. Experience of Proponent and Subcontractors (Section C)	5
B12. Experience of Key Personnel Assigned to the Project (Section D)	5
B13. Project Understanding and Methodology (Section E)	6
B14. Disclosure	6
B15. Qualification	6
B16. Opening of Proposals and Release of Information	7
B17. Irrevocable Offer	7
B18. Withdrawal of Offers	7
B19. Interviews	8
B20. Negotiations	8
B21. Evaluation of Proposals	8
B22. Award of Contract	9

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Background	1
D3. Scope of Work	1
D4. Desktop and Mobile PC Infrastructure	2
D5. Server Infrastructure	2
D6. GIS Infrastructure	2
D7. Definitions	3
D8. Contract Administrator	3
D9. Ownership of Information, Confidentiality and Non Disclosure	3
D10. Notices	4

#### Submissions

D11. Authority to Carry on Business	4
D12. Insurance	4

#### Schedule of Work

D13. Commencement	4
D14. Timeline	5
D15. Delivery	5
D16. Orders	5
D17. Records	5
D18. Liquidated Damages	6

**Measurement and Payment**

D19. Invoices	6
D20. Payment	6
D21. Payment Schedule	6

**Warranty**

D22. Warranty	7
---------------	---

**PART E - SPECIFICATIONS**

**General**

E1. Overview	1
E2. Existing Hardware	1
E3. Detailed Specifications	1
E4. Installation and Configuration	1
E5. Training and Documentation	1
E6. Support and Maintenance	1

**Form N: Requirements and Specifications**

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PESTICIDE APPLICATION MANAGEMENT SYSTEM

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, August 5, 2016.

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

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D8.1.

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 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

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.

### **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 Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. SUBSTITUTES**

B6.1 The Work is based on the materials, equipment, methods and products 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 seven (7) 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 material, equipment, method or product 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 B21.

B6.9 No later claim by the Contractor for an addition to the price(s) 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: Proposal;
- (b) Form B: Prices; and
- (c) Form N: Mandatory Requirements and Specifications.

B7.2 The Proposal should also consist of the following components:

- (a) Form N: Non-Mandatory Requirements and Specifications in accordance with B10;
- (b) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
- (c) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12; and
- (d) Project Understanding and Methodology (Section E) in accordance with B13.

B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and five (5) copies can be in any size format) for sections identified in B7.1 and B7.2.

B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1.

B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.10 Proposals shall be submitted to:

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

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

**B8. PROPOSAL (SECTION A)**

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

B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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

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

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

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

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

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

**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 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

- B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Where applicable to the Request for Proposal, payments for services to Non-Resident Proponents are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B10. FORM N**

- B10.1 Further to B7.1(c) and B7.2(a), the Proponent shall complete Form N: Requirements and Specifications, making all required entries, including:
- (a) Mandatory Requirements (Items: 1 to 16); and
  - (b) Non-Mandatory Requirements (Items: 17 to 19).

**B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management of the Project and contract administration services on up to three projects of similar complexity, scope and value.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) role of the Proponent;
  - (c) project's original contracted cost and final cost;
  - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design and separately);
  - (e) project owner;
  - (f) reference information (two current names with telephone numbers per project).
- B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.
- B11.4 The City may require Bidders to provide a demonstration and oral presentation of their solution based on functional and architectural requirements as set out in this RFP.

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

- B12.1 Describe your approach to overall team formation and coordination of team members.
- B12.1.1 Include an organizational chart for the Project.
- B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include



educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.

B12.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in 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).

### **B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B13.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D2.

B13.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B13.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the proposed Project budget;
- (d) the City's Project methodology with respect to the information provided within this RFP; and
- (e) any other issue that conveys your team's understanding of the Project requirements.

B13.5 For each person identified in B12.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

### **B14. DISCLOSURE**

B14.1 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.

B14.2 The Persons are:

- (a) Advanced GPS Systems
- (b) Clarke Mosquito Control

### **B15. QUALIFICATION**

B15.1 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.
- B15.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B15.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B15.4 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.
- B15.5 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.

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B17. IRREVOCABLE OFFER**

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 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 for the time period specified in Paragraph 10 of Form A: Proposal.

## **B18. WITHDRAWAL OF OFFERS**

- B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
  - B18.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B19. INTERVIEWS**

- B19.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B20. NEGOTIATIONS**

- B20.1 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.
- B20.2 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.
- B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

- B21.1 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 B15: (pass/fail)
  - (c) Total Bid Price; 40%
  - (d) Form N (Questionnaire)
    - (i) Mandatory Requirements (pass/fail)
    - (ii) Non-Mandatory Requirements 30%
  - (e) Experience of Proponent and Subcontractors; (Section C) 10%
  - (f) Experience of Key Personnel Assigned to the Project (Section D) 10%
  - (g) Project Understanding and Methodology (Section E) 10%

- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B21.4 RFQ weighted at the value indicated in B21.1.
- B21.5 Further to B21.1(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.
- B21.5.1 Further to B21.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B21.6 Further to B21.1(d), Proponents response to Form N will be evaluated considering the degree to which the Proponent can satisfy the mandatory and non-mandatory requirements for the solution requested and submitted in response to B10.
- B21.7 Further to B21.1(e), 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 B11.
- B21.8 Further to B21.1(f), 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 as well as other information requested in B12.
- B21.9 Further to B21.1(g), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization requested in B13.
- B21.10 Notwithstanding B21.1(d)(ii) to B21.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.11 This Contract will be awarded as a whole.
- B21.12 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a), B21.1(b) and B21.1(d)(i) the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, 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.

- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer, in accordance with B21.
- B22.4 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.
- B22.5 The City may, at its discretion, award the Contract in phases.
- B22.6 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B22.7 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for the Supply of Goods* 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 proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. BACKGROUND

D2.1 The City of Winnipeg (CoW) is located in the province of Manitoba, which is located in south central Canada, just north of North Dakota, USA. It has a population of approximately 700,000 and has one of the most balanced, diverse and stable urban economies in Canada.

D2.2 Insect Control Branch (ICB) is a Branch of the City of Winnipeg's Public Works department responsible for providing insect control to City of Winnipeg departments. It utilises a fleet of vehicles and other equipment in execution of its duties.

D2.3 ICB wishes to install Pesticide Application Management System ("system") in its fleet of 31 pesticide application vehicles. The purpose of the system is to record the location of each vehicle at a user definable rate ranging from real time to once per day. The system must provide a visual indication of whether the vehicle is in an area where pesticide may be applied, in an area where pesticide must not be applied, or is within a user definable range of an area where pesticide must not be applied. The system must also be able to interface with vehicle mounted controllers to derive and record information such as the activity status of the pesticide applicator, etc.

The system shall include a backend database server, where the data from all 31 of field instances would be aggregated for reporting and analysis purposes.

#### D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of:

- (a) Supply, install and implement a system comprising of hardware and software components for tracking and logging the real time location, operation and management of Pesticide Applicators.
- (b) Training on use of the system for the City's IT Staff and end users.
- (c) Support and maintenance on the system hardware, and technical support for the period of the contract.

D3.2 The maintenance contract shall be from 2017-01-01 until 2019-12-31 with the option of two (2) mutually agreed upon one (1) year extensions.

D3.2.1 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.

D3.2.2 Changes resulting from such negotiations shall become effective on January 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.3 The Work shall be done on an "as required" basis during the term of the Contract.

D3.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D3.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3.4 Notwithstanding D3, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3.5 The system must be compatible with the Information Technology environment in the City of Winnipeg as detailed below and in accordance with all sub-sections of D4.1 through D6.2.

#### **D4. DESKTOP AND MOBILE PC INFRASTRUCTURE**

D4.1 Desktop Hardware/Operating System: The City uses HP/Intel Windows 7 desktop platforms

D4.2 Mobile Hardware/Operating System: The City uses Panasonic ToughBook/Intel Windows 7 mobile platforms. A dash mounted system (e.g., status lights) with and audible alerts are preferred for staff alerts, over requiring them to view a mobile PC's monitor.

#### **D5. SERVER INFRASTRUCTURE**

D5.1 Server Hardware/Operating System: The City uses HP/Intel Windows 2008 Server platforms, and employs Microsoft Systems Center Operations Manager to monitor and manage the server environment. The city prefers to supply its own server infrastructure, where possible.

D5.2 Storage: The City has a SAN environment consisting of HDS Storage Subsystems (NSC55, AMS1000) and Brocade switches to support data storage requirements for the production and development database tiers. IBM's TSM Backup/Archive and Microsoft DPM products are used for backup and recovery services.

D5.3 Database: The City uses Oracle 11g Standard Edition and Microsoft SQL Server 2012 Standard Edition. Oracle is the preferred platform. The City has implemented a functional database environment that fulfills all application system functional requirements, provides full online back-up, recovery and reorganization facilities including database transaction logging and up-to-the-minute forward recovery, plus timely automated reporting of actual or potential errors or problems. The City conducts database performance measurement and tuning as necessary.

D5.4 Wired Network: The City of Winnipeg Backbone Network Infrastructure allows TCP/IP data communications between all City departments. This allows about 5,000 devices connected through the Backbone Network to be able to communicate with each other, the Internet and with central servers at two corporate data centers. Over 150 remote sites are connected to the City's Backbone Network at speeds ranging from 100/1000BaseT fiber optic connectivity for large LANs, 10 Mbps for medium sized LANs and 2 Mbps connections for small LANs. Cisco routers and switches are used in the WAN and LAN as well as for VPN remote access. Checkpoint Nokia firewall products provide network security.

D5.5 Wireless Network: The City of Winnipeg also has limited availability of Wi-Fi access points at some city facilities and also makes use of VPNs through the cellular LTE network.

D5.6 Data Warehouse: The City utilizes Oracle's Enterprise Performance Management (Version 9.1) data warehouse and Cognos (Version 7.3 or higher) to provide in-depth analytical reporting. Extract, Transfer and Load (ETL) functionality is provided by Ascential (Version 7.5 or higher).

#### **D6. GIS INFRASTRUCTURE**

D6.1 The City uses GeoMedia Pro 2015 32bit for most of its GIS operations and it is the preferred platform.

D6.2 The system must be able to import/export Geospatial data from/to the City's GIS system which is based on Intergraph GeoMedia and Oracle Spatial. The Geospatial data exchange with Intergraph GeoMedia must not require any data conversion tools or services other than what's natively built in the Pesticide Applicator Management System and Intergraph GeoMedia.



## D7. DEFINITIONS

D7.1 When used in this Request for Proposal:

- (a) **“Applicator Activity”** means a geographic representation of where and when a Pesticide Applicator was and its Spray Status at that time;
- (b) **“Buffer Zone”** is a geographic region where pesticide is not normally applied;
- (c) **“Caution Zone”** means a geographic region surrounding a No-Spray Zone where Crews must be alert that they may enter a No-Spray Zone soon;
- (d) **“No-Spray Zone”** means a geographic region within an insect management area where pesticides must not be applied;
- (e) **“Normal Operational Area”** means the area with 40km of the center of the intersection of Portage Avenue and Main Street
- (f) **“Peak Activity Period”** means the annual time period from May 1 through September 30 inclusive
- (g) **“Pesticide Applicator”** means a device used to apply pesticide to a region;
- (h) **“Pesticide Application Management”** means to limit pesticide application only to designated areas;
- (i) **“Proponent”** means any Person or Persons submitting a Proposal for Goods;
- (j) **“Real Time”** means time period not to exceed 60 seconds;
- (k) **“Secured Transmission”** means that transmission of data will provide security against unauthorized access, eavesdropping, and other forms of attack. Security will be enforced at all points of entry to the system’s data, including the Software Services exposed, and the user interface provided. All inbound and outbound communications will be encrypted at industry standard levels;
- (l) **“Spray Status”** means an indication of whether a Pesticide Applicator is applying the pesticide or not (Spray On / Spray Off);
- (m) **“Spray Zone”** means a geographic region where pesticides are going to be applied;

## D8. CONTRACT ADMINISTRATOR

D8.1 The Contract Administrator is:

Sean Ennis  
Information Systems Specialist  
Telephone No.: 204 794-0095  
Email Address: sennis@winnipeg.ca

## D9. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D9.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D9.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D9.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D9.4 A Contractor who violates any provision of D9 may be determined to be in breach of Contract.

#### **D10. NOTICES**

D10.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204 949-1174

D10.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

#### **SUBMISSIONS**

##### **D11. AUTHORITY TO CARRY ON BUSINESS**

D11.1 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.

##### **D12. INSURANCE**

D12.1 The Contractor shall provide and maintain the following insurance coverage:

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

D12.2 Deductibles shall be borne by the Contractor.

D12.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.

D12.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D12.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

#### **SCHEDULE OF WORK**

##### **D13. COMMENCEMENT**

D13.1 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.

- D13.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D11;
    - (ii) evidence of the workers compensation coverage specified in C6.16;
    - (iii) evidence of the insurance specified in D12;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

#### **D14. TIMELINE**

- D14.1 System components will be delivered on the following schedule
- (a) System installation, configuration, and proponent testing complete for the backend database and three (3) of the vehicle based units; 2016-12-30
  - (b) System installation, configuration, and proponent testing complete for an additional nine (9) more vehicle based units; 2017-01-31
  - (c) System installation, configuration, and proponent testing complete for a second set of nine (9) more vehicle based units; 2017-02-28
  - (d) System installation, configuration, and proponent testing complete for the ten (10) remaining vehicle based units; 2017-03-31
  - (e) Completion of staff training; 2017-04-28

#### **D15. DELIVERY**

Goods shall be delivered no later than the dates specified in D14, f.o.b. destination, freight prepaid to:

770 Ross Ave.  
Winnipeg, MB. R3E 1C6  
Telephone No.: 204 794-0095  
Facsimile No.: 204 986-7358  
E-mail: sennis@winnipeg.ca

- D15.1 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least five (5) Business Days before delivery.

- D15.2 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

#### **D16. ORDERS**

- D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

#### **D17. RECORDS**

- D17.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

- D17.2 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.

D17.3 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.

#### **D18. LIQUIDATED DAMAGES**

D18.1 If the Contractor fails to achieve delivery of the goods within the time specified in D15 Delivery the Contractor shall pay the City one thousand dollars (\$1000) per Calendar Day for each and every Calendar Day until the goods have been delivered.

D18.2 The amount specified for liquidated damages in D18.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.

D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **MEASUREMENT AND PAYMENT**

##### **D19. INVOICES**

D19.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D19.2 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 goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D19.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

##### **D20. PAYMENT**

D20.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D20.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

##### **D21. PAYMENT SCHEDULE**

D21.1 Further to C10, payment shall be in accordance with the following payment schedule:

- |   |     |
|---|-----|
| (a) System installation, configuration, testing and user acceptance testing complete for the backend database and three (3) of the vehicle based units; | 15% |
| (b) System installation, configuration, testing and user acceptance testing complete for an additional nine (9) more of the vehicle based units;        | 15% |
| (c) System installation, configuration, testing and user acceptance testing complete for a second set of nine (9) the vehicle based units;              | 15% |
| (d) System installation, configuration, testing and user acceptance testing complete for the ten (10) remaining vehicle based units;                    | 20% |
| (e) Completion of staff training;   | 10% |
| (f) Complete system activation/Go Live date and user acceptance of the system as a whole.   | 25% |

## **WARRANTY**

### **D22. WARRANTY**

- D22.1 Notwithstanding C11, the warranty period shall begin on January 1, 2017 shall expire three (3) years thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. OVERVIEW**

#### **E2. EXISTING HARDWARE**

- E2.1 The City currently has a fleet of 31 Panasonic ToughPad tablets dedicated to this project. The tablets are FZ-G1 MK3 Tablets (Model #: FZG1J0011CM), each with a FZG1 MK2 GPS receiver module (Model #: FZWGPG121) installed in it.

#### **E3. DETAILED SPECIFICATIONS**

- E3.1 Pesticide Application Management System  
(a) Specified on Form N

#### **E4. INSTALLATION AND CONFIGURATION**

- E4.1 Installation and Configuration of the backend database and any necessary interfaces.  
E4.2 Installation and Configuration of vehicle related hardware and software, ready for installation in City vehicles.

#### **E5. TRAINING AND DOCUMENTATION**

- E5.1 Training  
(a) The City has 15 Crews, Supervisors, and IT Staff that must be trained on the use and day to day support and maintenance of the system.
- E5.2 The Contractor shall provide necessary training and reference material to City of Winnipeg's designated staff for each of the following categories:  
(a) install hardware and shall be at a City of Winnipeg location;  
(b) install, configure, and administer all software comprising the Pesticide Applicator Management System;  
(c) configure Pesticide Applicator Management System devices and perform other maintenance functions such as upgrading firmware  
(d) demonstrate the functionality and operability of the Pesticide Applicator Management System and backend database software;  
(e) training for the IT staff to demonstrate functionality of the system, implementation of the tracking server (if applicable; see B10.1), software interfaces and SDK's, data import/export mechanisms, report writing, and other such topics required to ensure City's self-sufficiency in administration of the system, managing configurations, and extending its functionality through software development;
- E5.3 The Contractor shall provide following documentation relating to the hardware components of the Pesticide Applicator Management System:  
(a) operating manuals;  
(b) interface drawings;  
(c) installation schematics.

#### **E6. SUPPORT AND MAINTENANCE**

- E6.1 Support and Maintenance

- (a) Must include year round next business day support
- (b) Must include Peak Activity Period support, including 24x7 support with a 2 hour call back, with activation at the City's discretion with a minimum of 24 hours of notice
- (c) Must continue for duration of Contract.

**FORM N: REQUIREMENTS AND SPECIFICATIONS**

<b>FORM N: Pesticide Application Management System Functional Requirements and Specifications</b>
SUPPLY AND INSTALLATION OF HARDWARE AND SOFTWARE TO ACT AS A PESTICIDE APPLICATION MANAGEMENT SYSTEM
<b>Instructions:</b> 1. PROPOSAL INSTRUCTIONS: For each mandatory requirement, provide a <b>Y</b> (Yes) or <b>N</b> (No), indicating whether your solution can meet the requirement. <b>Y</b> indicates that the solution you are proposing will meet the requirements listed in the requirement statement. <b>N</b> indicates that the solution you are proposing will not meet the requirements.

<b>A. Mandatory Requirements and Specifications</b>		
<b>Item</b>	<b>The Bidder shall supply a system in accordance with the requirements hereinafter specified.</b>	<b>Meets the requirement (Y / N)</b>
1	Must include a Vehicle mounted visual display showing a map of the spray zone and the location within the spray zone. Use of existing hardware as specified in E2 will be preferred	
2	Must be expandable to fifty (50) instances operating concurrently	
3	Must accept and display GIS Files with at least 32 Layers, including but not limited to: a) Spray Zones b) No-Spray Zones c) Caution Zones d) Streets e) Waterways	
4	Must include onboard recording and review of the Applicator Activity for the vehicle occupants and later review by authorized Persons	
5	Must not allow recorded Applicator Activity and other logs to be altered or deleted by unauthorized Persons	
6	Must include the following data when recording Applicator Activity: a) Crew name or ID b) Vehicle ID c) Activity (DeltaGard fogging, BTK application, etc.) d) Products Used (DeltaGard, BTK, etc.) e) Start Time f) End Time g) Route traveled including when and where along the route the products were applied. a. Time stamped at one second intervals b. Position Latitude and Longitude in decimal degrees with <10m accuracy c. Status of zone (Spray Zone, Caution Zone, or No-Spray Zone)	
7	Must include the following functionalities: a) Zoom in / out b) Specify a position view location and zoom level c) View the entire map d) Turn on and off (show and hide) individual map Layers	



<b>A. Mandatory Requirements and Specifications</b>		
<b>Item</b>	<b>The Bidder shall supply a system in accordance with the requirements hereinafter specified.</b>	<b>Meets the requirement (Y / N)</b>
8	Must include a warning system that is visual and audible (e.g., warning lights bar or on screen display) to alert staff that the Pesticide Applicator is in a: <ul style="list-style-type: none"> <li>a) No-Spray Zone:               <ul style="list-style-type: none"> <li>a. in a buffer zone</li> <li>b. outside the edge of their insect management area</li> <li>c. has lost location tracking</li> </ul> </li> <li>b) Caution Zone:               <ul style="list-style-type: none"> <li>a. approaching a No-Spray Zone</li> <li>b. approaching the edge of their insect management area</li> </ul> </li> </ul>	
9	The warning system must immediately distinguish Caution Zones and No-Spray Zones by colour, position on display, and audible alert sound.	
10	The warning system must use separate Layers in the GIS Files to define Caution Zones and No-Spray Zones	
11	Must provide an interface to receive the Spray Status for the following makes of pesticide fogging systems: <ul style="list-style-type: none"> <li>a) London Fogger Model: 18-20</li> <li>b) Clarke Engineering Model: Elf</li> <li>c) (Clarke) Curtis Dyna Fog Model: 145 Maxi-Pro ULV</li> <li>d) Clarke Model: Grizzly</li> <li>e) (Clarke) Beecomist Model: Pro-mist 25 HD</li> </ul>	
12	Must allow the City to define its own pesticide application routes and pesticide application rules	
13	Must have the ability to send data to the backend database server I real time.	
14	Must have the ability to operate in a disconnected from City network fashion, where the Applicator activity data is transferred to the backend server using manual means such as file copy and data loader.	
15	Must allow for an unencrypted export of all City of Winnipeg data from the backend database	
16	Must allow for data to be stored indefinitely	

<b>B. Non-Mandatory Requirements and Specifications</b>		
<b>Item</b>	<b>The Bidder should supply a system in accordance with the requirements hereinafter specified.</b>	<b>Meets the requirement (Y / N)</b>
17	Should provide an optional interface to control the Spray Status for following makes of pesticide fogging systems: <ul style="list-style-type: none"> <li>a) London Fogger Model: 18-20</li> <li>b) Clarke Engineering Model: Elf</li> <li>c) (Clarke) Curtis Dyna Fog Model: 145 Maxi-Pro ULV</li> <li>d) Clarke Model: Grizzly</li> <li>e) (Clarke) Beecomist Model: Pro-mist 25 HD</li> </ul>	
18	Should provide an optional interface to receive the Spray Status for other equipment, including larviciding systems and tree sprayers	
19	Should provide an optional interface to control the Spray Status for other equipment, including larviciding systems and tree sprayers	