



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 631-2020

PROVISION OF ADVANCED GIS AND MAPPING SOLUTION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF ADVANCED GIS AND MAPPING SOLUTION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 12, 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.
- 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;
 - (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; and
 - (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.
- 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).

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 advanced GIS and mapping software solutions, including associated design, configuration, programming, law enforcement and crime data analysis, professional services, management of the project and contract administration services on a minimum of three projects of similar complexity, scope and value with law enforcement agencies in Canada and the United States.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
 - (i) including how law enforcement and crime data analytics was applied to enhance capacity of the law enforcement agency
- (b) role of the contractor;
- (c) project's original contracted cost and final cost;
- (d) project owner;
- (e) reference information (one current name with telephone number 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 specifically 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 GIS/mapping, technical solution, and law enforcement analytics specialists. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in geospatial 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 working with law enforcement agencies. 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 (one 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 (including key GIS/mapping, technical solution, and law enforcement analytics specialists), 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 feature and support requirements:
- (a) **Spatial Analytics** – Describe the ability of the proposed solution to perform change detection, pattern detection, proximity and distribution characteristics, spatial autocorrelation calculations and multivariate regression analysis.
 - (b) **Transportation Analytics** – Describe the ability of the proposed solution to create and analyze road/transportation networks, ability to perform routing actions, and the ability to create and distribute multilevel geocoders.
 - (c) **Develop Custom Workflows** - Describe the ability of the proposed solution to create custom and automated workflows, specifying whether these scripted jobs and tasks can consume or be performed using Python.
 - (d) **Client Devices** – Describe the types of client devices (computers (PCs), laptops, tablets, and phones) that the proposed solution is compatible with, including any functional limitations or restrictions.
 - (e) **Built-in Notifications** – Describe all types of notifications available within the proposed solution, including at a minimum both manual and automated.
 - (f) **In-house Web and Mobile Applications Development and Publishing:** Describe the capability of the proposed solution in enabling power users to develop and publish web and mobile applications. Provide an overview of the development and publishing process.
 - (g) **ISO 19115 Compliancy** – Describe how the proposed solution is capable of generating metadata compliant with ISO 19115.

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

B15.2.1 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) **Business architecture:** Describe how your solution is designed to meet the specific business functions and processes envisioned for the Winnipeg Police Service.
- (b) **Data architecture:** Describe how information is organized, secured, and managed within your solution. Include a description of the key data entities relevant to the business scope of your solution and how these entities are managed over the long term of the solution.
- (c) **Application architecture:** Describe 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.
- (d) **Technical architecture:** Describe 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 network components (firewalls, zones, etc.) and/or enterprise systems (Directory Server, Mail Server, etc.) as applicable.

B15.3 System Management

B15.3.1 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:** The solution should provide the ability to define and control user access to functionality and data through combination of role-based and group-based authorization controls. Describe the features and capabilities used to control access (granted/denied) and user profile and session management. Include details of any Active Directory Integration capabilities.
- (b) **Backup and Recovery:** The solution should support a recommended backup and recovery approach and processes. Describe the required activities required to maintain backups 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:** Describe your upgrade process, typical frequency, and indicate the level of impact to systems operations.
- (d) **Data Archiving/Purging:** Provide a description of the following
 - (i) information archiving capabilities
 - (ii) information purging capabilities
 - (iii) default data retention period (minimum of five (5) years)
 - (iv) procedures detailing the data archiving and purging processes.
- (e) **High Availability**
 - (i) Describe how your product supports the high availability of GIS and mapping components.

B15.4 Performance

B15.4.1 Describe the expected capability and performance of your solution in processing and analyzing real-time data.

B15.5 Usability

B15.5.1 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:** The solution should demonstrate the following characteristics: Descriptions and demonstrations are available to solution users. Guides and context sensitive messages are displayed to solution users.
- (b) **Learnability:** The solution should demonstrate the following characteristics: Functions can be absorbed quickly. Functions and flows within the solution are intuitive and require actions that are discreetly defined and apparent.
- (c) **Operability:** The solution should demonstrate the following characteristics: There is consistency across functions and screens. Common data elements can be selected rather than entered. Colour coding and conditional formatting is used to indicate status/state of a system artifact or data element. Icons and images are used, where beneficial to the user experience. Data visualization techniques are applied, to facilitate understanding of presented data. Navigation through the solution functions is clear and can be effectively done without a mouse when applicable. Self explanatory messages that clearly indicate resolutions are present where appropriate. The ability to undo actions is provided where appropriate.
- (d) **Attractiveness:** The solution should demonstrate the following characteristics: Screen layouts are aesthetically pleasing. Styles, colors and fonts are used consistency throughout the application. The application has a modern look and feel when using solution functions.

B15.6 Scalability

B15.6.1 Describe the capability of your solution to scale to accommodate increased user demands, peak load times, and other high-volume usage scenarios. Describe the capability of your solution to scale to accommodate future enhancements. Proposals should include the following information on the scalability of the solution:

- (a) What is the maximum number of concurrent users supported in the proposed solution?
- (b) Required lead time to scale, as required, to meet expected performance increases.
- (c) Requirements for additional hardware and software, including but not limited to servers and operating systems.

B15.7 Security

B15.7.1 Describe how your solution meets the following security requirements:

- (a) Describe the authentication methods used to ensure there is no unauthorized access to the product.
- (b) Describe your approach to patch and vulnerability management.
- (c) Describe how customers are notified of any vulnerability in your product.
- (d) Describe how your product protects customer data such as authentication credentials.
- (e) Describe your security incident management process.

B16. TRAINING AND SUPPORT (SECTION I)

B16.1 The Proponent should describe in detail the following related to **Proponent-provided 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 **Proponent 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** – the availability to technical support, assistance, and troubleshooting resources online.
- (d) **Support and Response Time** - Describe the 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** – Describe the existing user community for reference and support, in particular any user community associated with law enforcement and public safety.
- (b) **Industry Acceptance** - Describe how the included processes and crime analytic capabilities, spatial data file types, outputs and terminology used by the proposed solution have demonstrated/obtained acceptance by Canadian Law Enforcement and Government agencies (i.e. file types produced are compatible without transformation to other users and software in the Law Enforcement and GIS industry).
- (c) **History of Use** - Demonstrated 5+ years as a GIS/Analysis solution in Canadian Law Enforcement Agencies. Demonstrated continual development of product to meet or exceed best practices in North American Law Enforcement GIS and Spatial Data analysis.
- (d) **Application Longevity** - List the components included in the bid and describe how the software/application(s) is utilized by other Canadian Law Enforcement agencies. All proposed features must be currently commercially available and Proponent-supported.

B17. VALUE-ADDED SERVICES (SECTION J)

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 GIS and mapping 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) ESRI Canada;

- (b) Intergraph Canada Ltd. dba Hexagon Safety & Infrastructure; and
- (c) Information Builders.

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.

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) | 20% |
| (d) | Experience of Proponent and Subcontractor; (Section C) | 5% |
| (e) | Experience of Key Personnel Assigned to the Project; (Section D) | 5% |
| (f) | Project Understanding and Methodology; (Section E) | 2% |
| (g) | Project Schedule; (Section F) | 3% |
| (h) | Business Requirements; (Section G) | 40% |
| (i) | Technical Requirements; (Section H) | 5% |
| (j) | Training and Support; (Section I) | 15% |
| (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
- 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 Winnipeg Police Service aims to deploy an Advanced Geographic Information System (GIS) and Mapping solution specifically designed for a law enforcement environment, capable of engaging in two-way and real-time communications and analyzing spatial and non-spatial information between Crime and Intelligence Analysts, Investigators, Command Centres, and Field units in a timely manner for public safety, crime suppression and officer safety. The system shall be an enterprise GIS solution with components specifically developed for a law enforcement environment, capable of integrating data sources to visualize, analyze, and share data with interactive maps in a real-time and secure manner.

D2.2 An on-premise Advanced GIS and Mapping 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 Advanced GIS and Mapping 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 in the cost for Item No. 7 on Form B: Prices) 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 Work under the contract to begin within 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 \$300,000.

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) **“Enterprise GIS and Mapping Solution”** means all software components, associated Contractor-provided proprietary hardware, and includes all and any third-party software and associated licenses/subscriptions.
- (b) **“Extensions”** means including but not limited to geospatial server, spatial analysis software extensions, crime analysis software extensions, web and mobile applications development and publishing software extensions, and data integration software extensions.
- (c) **“GIS”** means Geographic Information System.
- (d) **“Proponent”** means any Person or Persons submitting a Proposal for Goods and Services;
- (e) **“Usability”** means the capability of the software to be understood, learned, used, and be attractive to the user;
- (f) **“Solution”** means software licenses (including third party software), Contractor-provided hardware (if required), professional services, training, and maintenance and support; and
- (g) **“WPS”** means Winnipeg Police Service.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Darren Clouston
Manager, Police Information Systems
Telephone No. 204-986-4565
Email Address: dclouston@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) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) Professional Liability insurance in the amount of at least \$300,000 per claim and \$500,000 in the aggregate to remain in place at all times during the term of the agreement and any mutually agreed upon extensions.

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 to begin within 30 Calendar days of contract award.

D11. DELIVERY

D11.1 Goods shall be delivered 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

Send Invoice Inquiries to 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, progress 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.

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 Advanced GIS and Mapping Solution (Solution) as per the following specifications.

E3. SERVICES

- E3.1 The Contractor shall provide separate costs on Form B in accordance with the requirements hereinafter specified:
- E3.2 Item No. 1 – **Enterprise GIS and Mapping Server Software and associated Extensions (licensing up to 4 Server Cores)**: 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. 2 – **Desktop GIS and Mapping Software License (Single User)**: shall indicate the cost per desktop license 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.
- E3.4 Item No. 3 – **Enterprise GIS and Mapping Server Software and associated Extensions (licensing up to 4 Server Cores) - 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.
- E3.5 Item No. 4 – **Desktop GIS and Mapping Software License (Single User) - 5-year Maintenance and Support Agreement**: shall indicate the licensing/subscription/maintenance and support cost per desktop 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.
- E3.6 Item No. 5 – **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 (2 devices)

- (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. 6 – **Training**: shall indicate the total cost for providing all training required to become proficient users of the solution. This includes:

- (a) 5 subject matter experts / power users of Desktop and Server GIS and Mapping Software (including but not limited to workflows and analytic design);
- (b) Minimum of 2 Business Administrators for the proposed solution; and
- (c) Minimum of 2 IT Administrators for purpose of configuration and support of solution.

E3.8 Item No. 7 – **Hardware** - shall indicate the total cost of Contractor-provided proprietary hardware (if required) that are not listed as per D3.3.

E4. BUSINESS REQUIREMENTS

E4.1 The Contractor shall:

- (a) have experience providing advanced GIS and mapping software solutions, including associated design, configuration, programming, law enforcement and crime data analysis, professional services, management of the project and contract administration services on projects of similar complexity, scope and value with law enforcement agencies in Canada and the United States

E4.2 The Solution provided shall:

- (a) be useable in an interactive format on a variety of digital devices, including but not limited to personal computers, workstations, laptops, tablets, and smartphones;
- (b) allow the public to engage in data creation and submission via a public facing interface;
- (c) have both Administrator-only functions and User functions;
- (d) have a dashboard function available to both Administrators and Users with information applicable to their functionality within the system;
- (e) send members an alert notification with respect to geo-fencing and selected attribute information;
- (f) be capable of sending members upcoming assignments and associated information;
- (g) be capable of sending members email and SMS notifications;
- (h) allow members to update their profile regularly;
- (i) allow members to change passwords regularly;
- (j) allow members to upload of files and other operation data and information;
- (k) allow Administrators to manage all aspects of users and user data;
- (l) audit all administrative actions within the system;
- (m) allow Administrators to send notifications to users within the solution and via email or SMS texts;
- (n) allow Administrators to search the list of members based on individual factors and attributes

- (o) allow Administrators to establish and manage user account profiles and permissions;
- (p) alert Administrators to unusual activity including performance anomalies;
- (q) allow for tier-based access, including business and IT administration capabilities; and
- (r) be compliant with ISO 19115.

E4.3 The Solution provided shall perform:

- (a) **Analytics** – including the ability to perform calculations (spatial and linear regression analysis, Moran's I, spatial autocorrelation, calculations of nearness and cluster analysis), statistical analysis (mean, median, mode and percentile values) within mapping software, ability within the software to perform transformations/calculations using python within the software. Describe the workflows built into the solution to perform these tasks.
- (b) **Crime Analytics** – including the ability to efficiently and repeatably perform call data or transmission data analysis (provide examples of this function), the ability to analyze data in space and time, the ability to perform hotspot analysis and heatmap creation, and the ability to have integrated support with the IBM I2 product suite. Describe the workflows built into the solution to perform these tasks.
- (c) **GIS/Mapping Capability** – including the ability to perform 3D mapping, mapping of drone (surface model and imagery) data, select polygon or raster objects by location/attribute/expression, handle/convert multiple coordinate geometries, label properties of objects using expressions with VB Script and Python programming languages, have scale-linked and editable labels for objects, annotation data types, multiple label classes, multiple base layers, consume feature services locally and externally, export data to multiple spatial and tabular formats, perform mapping with multiple layout views from a single map source and export tools for maps and data to multiple formats including pdf, jpeg, web services, visibility to Microsoft Power BI and ability to publish features to Microsoft Power BI. Describe the workflows built into the solution to perform these tasks.
- (d) **Live Geofencing** – including the ability to receive streaming spatial data and non-spatial data (provide examples of this function) from outside sources, then process and redistribute the attribute-enhanced data based on user defined rules, generate alerts based on geofences, data exchange shall be near real-time (less than ~5 seconds) between source and viewer. Describe the workflows built into the solution to perform these tasks.
- (e) **Custom Mobile and Web Application Development and Publishing** – including the ability to allow for customer-built mobile and web applications and be provided with mobile and web application templates. These customer-built applications shall be useable at no extra fee under standard licensing agreements included within Contractor's submission. These customer-built applications shall include the ability to edit and analyze data, be able to engage in geofences, and be able to receive alerts from the system and other users. Describe the workflows built into the solution to perform these tasks.

E5. TECHNICAL REQUIREMENTS

E5.1 The Solution provided shall:

- (a) **Integrate all data sources** – including the ability to consume and connect data without transformations. Must provide connections to SQL databases including Microsoft SQL Server, Hexagon CAD, Niche RMS, IBM I2. Describe how future connections to additional databases can be established/accommodated. Describe the effort and degree of difficulty to configure these integrations.
- (b) **Secure Information Transfer** - including the ability to manage credentials and integrate with Active Directory. Describe the security features of the solution and its ability to securely transfer data, apps and non-static maps to both computing devices on internal networks and mobile devices.
- (c) **On-Premise Based** - other than external feature services, all data, processes, software, and products shall be hosted and capable of functioning on on-premise servers,

appliances, networks, and associated hardware only which shall be located at WPS facilities. No data shall leave the WPS network except when specifically transmitted to WPS mobile computing devices. The system shall have the ability to fully function – as outlined in Part E – Specifications - on an isolated network without requiring an internet connection, nor access to any cloud-based server, system, or service. Describe the technical architecture of the proposed solution including all data transmission processes.

- (d) **Technical Requirements and 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, and VMware. Furthermore, any vector-based imagery products of the solution shall be compatible with industry standard applications such as Adobe Acrobat and Adobe Illustrator, and data products shall be compatible with Microsoft Excel (provide examples of such compatibilities). Additionally, the solution shall maintain compatibility with future upgrades of these operating systems, databases, virtualization technologies, Adobe Acrobat, Adobe Illustrator, and Microsoft Excel throughout the life of the agreement. Specify the full list of system technical requirements required for the solution.

E6. PROFESSIONAL SERVICES

E6.1 The Contractor shall provide the following:

- (i) Requirements gathering, specifications definition, planning, design, and documentation
 - (ii) Determine and advise of specifications for server, network, and client-device infrastructure environment
 - (iii) Server configuration and optimization, specific to the enterprise software
 - (iv) Installation and configuration of enterprise software on servers
 - (v) Installation and configuration of databases and any third-party software
 - (vi) Installation and configuration of Contractor-provided hardware (if applicable)
 - (vii) Installation and configuration of desktop software (2 devices)
 - (viii) Develop and provide current documentation for installation and configuration of desktop software
 - (ix) Assist with installation and configuration of additional desktop software
 - (x) Assist with troubleshooting, testing, deployment/implementation, and go-live cutover support
 - (xi) Participate in project meetings
 - (xii) Prepare and distribute project updates, status reports and communications
 - (xiii) Project Management
 - (xiv) Travel costs and living expenses
- (b) Ongoing Contractor support and maintenance services for all software and hardware (if any) components

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 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) 5 subject matter experts / power users of Desktop and Server GIS and Mapping Software (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.