



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 252-2017

**SUPPLY, INSTALLATION AND MAINTENANCE OF ENTERPRISE MOBILITY
MANAGEMENT SOLUTION**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.2 Supply, Installation and Maintenance of Enterprise Mobility Management solution

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 22, 2017.

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

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

B3. PROPONENTS' CONFERENCE

B3.1 The Contract Administrator will hold a Proponents' conference at 10:00am on July 21, 2017 at:
Materials Management Office
Bid Opening Room
Main Floor
185 King St.
Winnipeg, Manitoba R3B 1J1

B3.2 The Proponent is advised that, at the Proponents' conference, any elements of the RFP requiring clarification will be addressed.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B3.4 The Proponents willing to participate via conference call should register for the Proponent's conference 24 hours or more in advance with the Contract Administrator and a telephone bridge number will be forwarded to them at that time.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.6 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.

B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

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

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 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.

B7.4 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.

B7.5 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.

B7.6 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.

B7.6.1 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.

B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

B7.8 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 B25.

B7.9 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.

B8. PROPOSAL SUBMISSION

B8.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal;
- (b) Form B: Prices; and
- (c) Form N: Mandatory Requirements in accordance with B11 (Section C)

B8.2 The Proposal should also consist of the following components:

- (a) Form N: Non-Mandatory Requirements in accordance with B12 (Section D);
- (b) Experience of Proponent and Subcontractors (Section E) in accordance with B13;
- (c) Experience of Key Personnel Assigned to the Project (Section F) in accordance with B14;
- (d) Project Understanding and Methodology (Section G) in accordance with B15;
- (e) Project Schedule (Section H) in accordance with B16; and
- (f) Value-Added Services (Section I) in accordance with B17.

- B8.3 Further to B8.1 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.
- B8.4 Further to B8.2, 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.
- B8.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and four (4) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.
- B8.6 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.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B25.1(a).
- B8.8 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.
- B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B9.2 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.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.
- B9.4 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 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.

B10. PRICES

B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C10.1.3, 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.

B10.2 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.

B10.3 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.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. FORM N: MANDATORY REQUIREMENTS (SECTION C)

B11.1 Proponent shall complete Form N: Mandatory Requirements, making all required entries.

B12. FORM N: NON MANDATORY REQUIREMENTS (SECTION D)

B12.1 Proponent should complete Form N: Non-Mandatory Requirements, making all required entries.

B13. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION E)

B13.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management of construction and contract administration services on up to three projects of similar complexity, scope and value.

B13.2 For each project listed in B13.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) project owner;
- (d) reference information (two current names with telephone numbers per project).

B13.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B13.3 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.

B14. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION F)

B14.1 Describe your approach to overall team formation and coordination of team members.

B14.1.1 Include an organizational chart for the Project.

B14.2 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 construction, 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 B14.1.1.

B14.3 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 B11, 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).

B15. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION G)

B15.1 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.

B15.2 Methodology should be presented in accordance with the Scope of Services identified in D3. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B15.3 Proposals should address:

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

B15.4 For each person identified in B14.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

B15.5 Proposal should provide the following information regarding the proposed EMM System:

- (a) General Solution Requirements
 - (i) Describe the application whitelisting and/or blacklisting capabilities.
 - (ii) Describe web-browsing controls local to each device.
 - (iii) Describe the capabilities of the system to be centrally managed.
 - (iv) Describe the certificate-management capabilities.

- (v) Describe where the datacentres are located, and how data is backed up between datacentres.
- (vi) Describe the solution's ability to provide High Availability service, such as redundant design.
- (vii) Describe data encryption capabilities and additional security layers for sensitive corporate data.
- (viii) Describe asset and inventory management features.
- (b) Management Console – Console User Management
 - (i) Describe the capabilities to support multi-tenancy for governance/data/administrative isolation.
 - (ii) Describe roaming and geofencing alert/action capabilities.
- (c) General Endpoint Solution Requirement
 - (i) Describe capabilities for anti-virus, malware and anti-phishing, including supported/unsupported device types.
- (d) General End-User Experience Requirement
 - (i) Describe capabilities for secure remote access to corporate data.
- (e) Vendor Support
 - (i) Describe the methods for placing and tracking support tickets and requests.
 - (ii) Describe the escalation procedure for Low/Medium/High/Critical tickets.
 - (iii) Describe how premium support will be provided.

B16. PROJECT SCHEDULE (SECTION H)

- B16.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B16.2 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.

B17. VALUE-ADDED SERVICES (SECTION I)

- B17.1 The Proponent should specify what value-added services or features are available with their bid beyond what has been specified in PART E - . The Proponent shall specify which section or sections that the value-add services are applicable to, and if there are any limits or conditions for their availability.

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) N/A

B19. QUALIFICATION

- B19.1 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.

B19.2 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>

B19.3 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);
- (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .

B19.4 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.

B19.5 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.

B20. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B20.1 Proposals will not be opened publicly.

B20.2 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/>

B20.3 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 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).

B20.4 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.

B21. IRREVOCABLE OFFER

B21.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B21.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until

a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B22. WITHDRAWAL OF OFFERS

- B22.1 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.
- B22.1.1 Notwithstanding C21.6, 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.
- B22.1.2 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.
- B22.1.3 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 B22.1.3(b), declare the Proposal withdrawn.
- B22.2 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 B21.2 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.

B23. INTERVIEWS

- B23.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B23.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios.

B24. NEGOTIATIONS

- B24.1 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.
- B24.2 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.
- B24.3 If, in the course of negotiations pursuant to B24.2 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.

B25. EVALUATION OF PROPOSALS

- B25.1 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 B19: | (pass/fail) |
| (c) | Form N: Mandatory Requirements (Section C) | (pass/fail) |
| (d) | Total Bid Price; | 40% |
| (e) | Form N: Non-mandatory Requirements (Section D) | 15% |
| (f) | Experience of Proponent and Subcontractor; (Section E) | 5% |
| (g) | Experience of Key Personnel Assigned to the Project; (Section F) | 5% |
| (h) | Project Understanding and Methodology (Section G) | 25% |
| (i) | Project Schedule. (Section H) | 5% |
| (j) | Value-Added Services (Section I) | 5% |
- B25.2 Further to B25.1(a) and B25.1(c), 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.
- B25.3 Further to B25.1(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 responsible and qualified.
- B25.4 Further to B25.1(c), Form N: Mandatory Requirements will be evaluated considering the information requested and submitted in accordance with B11
- B25.5 Further to B25.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B25.5.1 Optional Unit Prices are for information purposes only and will not be evaluated.
- B25.6 Further to B24.1(e), Form N: Non Mandatory Requirements will be evaluated considering the information requested and submitted in accordance with B12
- B25.7 Further to B25.1(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 accordance with B13.
- B25.8 Further to B25.1(g), 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 B14.
- B25.9 Further to B25.1(h), 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 B15.
- B25.10 Further to B25.1(i), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project in accordance with B16.
- B25.11 Further to B25.1(j), Value-Added Services will be evaluated considering the information requested and submitted in accordance with B17
- B25.12 Notwithstanding B25.1(e) to B25.1(j), where Proponents fail to provide a response to B8.2(a) to B8.2(f), the score of zero may be assigned to the incomplete part of the response.
- B25.5 This Contract may be awarded on the basis of:
- (a) Alternative 1 – On-Premise License-Based Solution; or

(b) Alternative 2 – Cloud-Based Subscription Service.

as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.

B25.5.1 Notwithstanding B8.1, the Proponent may, but is not required to, bid on all alternatives.

B25.5.2 Notwithstanding B26.3, the City shall have the right to choose the alternative that is in its best interests. If the Proponent has not bid on all alternatives, he/she shall have no claim against the City if his/her partial offer is rejected in favour of an award of the Contract on the basis of an alternative upon which he/she has not bid.

B25.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B25.1(a) and B25.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B25.7 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B23.

B26. AWARD OF CONTRACT

B26.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B26.2 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.

B26.2.1 Without limiting the generality of B26.2, 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.

B26.3 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.

B26.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B26.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

B26.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Combined Provision of Goods and Services (2017-02-17)* 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 Bid Opportunity 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 City of Winnipeg uses approximately 1,800 smartphones and tablets. Since 2012 devices have been standardized on Apple iOS, with minor exception being Public Safety departments where a small number of Blackberry 10 devices are deployed.

Additionally, the City utilizes the following technologies:

- Microsoft Exchange 2010 (currently migrating to 2016)
- Microsoft Windows Server 2008 / 2012
- 80% (approx. 4,000) desktops and 20% (approx. 1000) laptops, all domain-joined
- Mix of Microsoft Windows 7 and 10 (predominantly 7 but migrating to 10 as PCs are upgraded)
- Office 2010 (purchased licences) with no Software Assurance
- Microsoft Sharepoint Foundation 2010
- Cisco AnyConnect combined with a Microsoft Certificate Authority server, providing VPN access to Apple iPhones and iPads (with future plans to migrate remote access to the City's f5 BIG-IP Application Delivery Controller)

D2.2 The City does not have an Enterprise Agreement for desktop licences, nor are we an Office 365 subscriber. However the City is mandated to ensure both on-premise licenced and cloud-hosted subscription options are considered when sourcing new technologies.

D2.3 The City's organizational structure is as follows:

- 14 separate departments, with most having their own IT budgets, as well as Desktop Support groups that perform end-user support on computers, smartphones and tablets in addition to department-specific line-of-business applications
- A Corporate Support Services department that governs these relevant services for all departments:
 - o Communications Systems Branch, specializing in telecommunications including mobility governance, telecom expenses, and contract administration
 - o Network Infrastructure and Information Security branches, specializing in the administration of municipal networks, Wi-Fi, and security compliance
 - o Datacentre Systems, Operations/Service Desk and Middleware branches, specializing in the hosting and administration of server infrastructure including Active Directory, Exchange, and Sharepoint.

D2.4 Prior to 2012, Blackberry Enterprise Server (BES) 5 was the predominant tool for managing the approximately 700 devices in use, which has since grown to over 1,800. Since 2012, the City

has been primarily leveraging the capabilities of Exchange ActiveSync to manage key mobile security settings and deliver email, calendaring, and contact synchronization. BES 10 is currently used in limited degree to manage any remaining Blackberry devices used by Public Safety departments, though these are steadily being phased out.

Certain City departments make heavy use of seasonally-activated phones. These devices number in the hundreds, and may be regular cell phones, or smartphones with or without data plans (i.e. voice-only). These phones are expected to cost little to nothing for departments while in a deactivated state.

- D2.5 The City does not endorse a BYOD policy for smartphones, but under specific conditions will accommodate a personal iPhone (e.g. must allow corporate ActiveSync policies including remote wipe).

As well, City departments are increasingly interested in leveraging mobile technologies for industrial Machine-to-Machine or "IoT" usage, including modems from manufacturers such as Sierra.

- D2.6 In light of increasing device quantities, more robust financial and security requirements, and potential support and productivity improvements, the City plans to implement an Enterprise Mobility Management (EMM) system to manage its fleet of smartphones. The City anticipates that an EMM platform administered by the Communications Systems Branch will allow efficient centralized administration of the fleet, facilitating a greater degree of accountability, reliability, and security. The City also anticipates greater flexibility in device selection, important in addressing future IoT and speciality electronics needs.

- D2.7 To this end, the City has secured funding to licence approximately 250 devices in the first twelve months of EMM adoption, with the intent to expand usage in subsequent years to include the entire 1,800 smartphone fleet as benefits are realized and departmental funding may be secured.

- D2.8 Additionally, Windows 10 and EMM-capable non-smartphone devices (e.g. modems, Android-based data terminals, hardened tablets, kiosks) may be included in scope as departments are able to secure funds.

D3. SCOPE OF WORK

- D3.1 The Work to be done under the Contract shall consist of the supply, installation and maintenance of an Enterprise Mobility Management (EMM) system for the initial period of one (1) year from date of award, with the option of four (4) mutually agreed upon one (1) 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 anniversary of start date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

- (a) All necessary licences, either On-premise licensed (Alternative 1) or cloud-based subscription (Alternative 2)
- (b) Ongoing System Maintenance/Support for the duration of the Contract
- (c) Professional services for:
 - (i) Installation and Setup
 - (ii) Administrator Training / Orientation / Documentation
 - (iii) End-User Training / Orientation / Documentation

(d) Premium Support

- 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 C7.2, 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 D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2017.
- D3.5 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.

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, may 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) **"Proponent"** means any Person or Persons submitting a Proposal for Goods and Services;
- (b) **"EMM"** means Enterprise Mobility Management System
- (c) **"MDM"** means Mobile Device Management System;

D6. CONTRACT ADMINISTRATOR

D6.1 Bids Submissions must be submitted to the address in B8.

D6.1 The Contract Administrator is:

David Parks

Voice Communications Analyst

Telephone No. 204 986-6040

Email Address: dparks@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.

D6.3 Bids Submissions must be submitted to the address in B8.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 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.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 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.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. NOTICES

D8.1 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

D8.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

D10. SAFE WORK PLAN

D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) 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.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D11. INSURANCE

D11.1 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.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 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.

D11.4 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.

D11.5 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.

D12. SUBCONTRACTOR LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

CONTROL 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 on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;

- (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11; and
 - (v) the Subcontractor list 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.

D13.3 The Contractor shall commence the Work on the Site within fifteen (15) Working Days of receipt of the notice of award.

D14. RECORDS

D14.1 The Contractor shall keep detailed records of the services 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) service date(s); and
- (d) description and quantity of services provided.

D14.3 The Contractor shall provide operational metrics including but not limited to planned/unplanned outages, incident record details, and product warranty details.

D14.4 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 C10, the Contractor shall submit an invoice for each portion of Work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204 949-0864
Email: CityWpgAP@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.

D15.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D16. PAYMENT

D16.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D17. WARRANTY

D17.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 The Specifications listed in Form N: Questionnaire 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 B7.

E2. GOODS AND SERVICES

- E2.1 The Contractor shall supply an Enterprise Mobility (EMM) System in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 - Server – initial server-side shall be provided for backoffice infrastructure installation at City of Winnipeg facilities.
- E2.3 Item No. 2 – License – one-time per device shall be provided for up to 250 devices. The license shall be transferable between devices.
- E2.4 Item No. 3 - Maintenance/Support – annual per device shall be provided for each licensed device, up to 250 devices. The Proponent will provide support in accordance with specifications.
- E2.5 Item No. 4 – Professional Services – Installation and Setup – Installation, configuration, and testing of the solution will be completed by the Contractor.
- E2.6 Item No. 5 – Professional Services – Administrator Training – Training for City of Winnipeg administrative resources shall be provided by the Contractor.
- E2.7 Item No. 6 - Professional Services – End-User Training / Orientation / Documentation – training for internal users, IT technical documentation, and all training documentation shall be provided to the City of Winnipeg by the Contractor.
- E2.8 Item No. 7 – Premium Support (per use) – Escalated expert support for administrators on incidents on a 7x24 basis; may be in-person, on-phone and/or online.
- E2.9 Item No. 8 – License – one-time per device shall be provided for up to 250 devices. The license shall be transferable between devices.
- E2.10 Item No. 9 - Maintenance/Support – annual per device shall be provided for each licensed device, up to 250 devices. The Proponent will provide support in accordance with specifications.
- E2.11 Item No. 10– Professional Services – Installation and Setup – Installation, configuration, and testing of the solution will be completed by the Contractor.
- E2.12 Item No. 11 – Professional Services – Administrator Training – Training for City of Winnipeg administrative resources shall be provided by the Contractor.
- E2.13 Item No. 12 - Professional Services – End-User Training / Orientation / Documentation – training for internal users, IT technical documentation, and all training documentation shall be provided to the City of Winnipeg by the Contractor.
- E2.14 Item No. 13 – Premium Support (per use) – Escalated expert support for administrators on incidents on a 7x24 basis; may be in-person, on-phone and/or online.

E3. OPTIONAL UNIT PRICES

- E3.1 Optional Unit Prices - On-premise licence-based solution – The Contractor should provide Licence – one-time per user (for users with multiple applicable devices) and Maintenance/Support – annual per user (for users with multiple applicable devices).
- E3.1.1 Licence – one-time per user (for users with multiple applicable devices). The license shall be transferable between device users.
- E3.1.2 Maintenance/Support – annual per user (for users with multiple applicable devices) shall be provided for each licensed user. The Proponent will provide support in accordance with specifications.
- E3.2 Optional Unit Prices - Cloud licence-based solution - The Contractor should provide Licence – one-time per user (for users with multiple applicable devices) and Maintenance/Support – annual per user (for users with multiple applicable devices).
- E3.2.1 Licence – one-time per user (for users with multiple applicable devices). The license shall be transferable between device users.
- E3.2.2 Maintenance/Support – annual per user (for users with multiple applicable devices) shall be provided for each licensed user. The Proponent will provide support in accordance with specifications.
- E3.3 **Optional Unit Prices are for information purposes only and will not be evaluated.**

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) Police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- F1.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.
- F1.6.1 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.7 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.8 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.9 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.10 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any

individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in F1.1.

- F1.11 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.12 A Sterling Talent Solutions account must be setup prior to requesting individual background checks for any individual. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link.
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> . The Police Information Check must be received by the City directly through Sterling Talent Solutions;
- (a) Proponents shall set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share Police Information Check with the City of Winnipeg;
- (i) Proponents will then be contacted by Sterling Talent Solutions with instructions on how to complete the Police Information Check; and
- (ii) if additional assistance is required to obtain the Police Information Check, the Proponent may contact the following Sterling Talent Solutions representative:
Linda Ferens;
email: linda.ferens@sterlingts.com
phone: (204) 999-0912; or
- (b) Public Safety Verification Checks can be obtained from Sterling Talent Solutions,
- (i) Proponents will need to setup an account with Sterling Talent Solutions prior to requesting individual background checks.
- (i) This process should be done 72hrs prior to requesting the first check. Accounts can be setup using the following link.
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>.
- (ii) Results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions.
- (iii) Proponents shall set up an account with Sterling Talent Solutions using their company name and grant Sterling Talent Solutions permission to share the Public Safety Verification Check with the City of Winnipeg;
- (ii) Proponents will then be contacted by Sterling Talent Solutions with instructions on how to complete the Public Safety Verification Check; and
- (iii) if additional assistance is required to obtain the Public Safety Verification Check, the Proponent may contact the following Sterling Talent Solutions Representative:
Linda Ferens;
email: linda.ferens@sterlingts.com;
phone: (204) 999-0912.
- F1.13 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check and a Public Safety Verification Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.14 Any individual for whom a Police Information Check and/or a Public Safety Verification Check is not provided, or for whom a Police Information Check indicates any convictions or pending

charges related to property offences or crimes against another person will not be permitted to perform any Work.

- F1.15 Any Police Information Check and a Public Safety Verification Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.16 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search and/or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Police Information Check and/or Public Safety Verification Check as a result of a repeated criminal records search will not be permitted to continue to perform any Work as specified in F1.1.
- F1.17 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F1.18 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
 - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.19 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.
 - (e) Photocopies to two valid pieces of identification:
 - (i) valid photo driver's license,
 - (ii) valid passport or,
 - (iii) birth certificate.
 - (f) A completed Form P-608: Security Clearance Check authorization form. Form P-608 must be signed and dated.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.
- Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 245 Smith Street:
- (g) within five (5) Business Days of the Award of Contract; or

- (h) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.20 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.
- F1.21 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.
- F1.22 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.
- F1.23 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
Winnipeg Police Service
Division 30 Services
Attn: Service Security Officer
245 Smith Street
Winnipeg, Manitoba
R3C 0R6

