



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 817-2012

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
WINNIPEG NG911**

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
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PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Intent	1
B5. Background / Overview	1
B6. Enquiries	2
B7. Confidentiality	3
B8. Addenda	3
B9. Proposal Submission	3
B10. Proposal (Section A)	4
B11. Fees (Section B)	5
B12. Experience of Bidder and Subconsultants (Section C)	5
B13. Experience of Key Personnel Assigned to the Project (Section D)	6
B14. Project Understanding and Methodology (Section E)	6
B15. Project Schedule (Section F)	6
B16. Qualification	7
B17. Opening of Proposals and Release of Information	7
B18. Irrevocable Offer	8
B19. Withdrawal of Offers	8
B20. Interviews	8
B21. Negotiations	9
B22. Evaluation of Proposals	9
B23. Award of Contract	10

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Objective	1
D3. Project Manager	1
D4. Scope of Services	1
D5. Definitions	3
D6. Ownership of Information, Confidentiality and Non Disclosure	3

Submissions Prior to Start of Services

D7. Authority to Carry on Business	3
D8. Insurance	4

Schedule of Services

D9. Commencement	5
D10. Total Performance	5
D11. Payment Schedule	5

Appendix A – Security Clearance

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR WINNIPEG NG911

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 18, 2013.

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 Project Manager 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. SITE INVESTIGATION

B3.1 The Bidder may make an appointment to view the Site by contacting the Project Manager identified in D3.1.

B3.1 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Project Manager in writing.

B4. INTENT

B4.1 The Winnipeg Police Service (WPS) is seeking proposals for a Consultant to provide professional services for development of a roadmap with options that outlines the different paths for WPS Public Safety Answering Point (PSAP) migration plan to NG911. At this stage the objective is a roadmap and should be considered as a planning document. At a minimum this would include:

- (a) options for Premise based solution with recommendations;
- (b) options for hosted solutions with recommendations;
- (c) NG911 IP solution requirements;
- (d) budgetary pricing;
- (e) implementation timelines;
- (f) RFP development for procurement.

B5. BACKGROUND / OVERVIEW

B5.1 The following background information is not meant to be an all-inclusive description of the City of Winnipeg's' PSAP, but rather a general and high level description of current systems proposed future direction.

B5.2 The Winnipeg Police Service Communication Center serves the City of Winnipeg as both the 911 Public Safety Answering Point (PSAP) and Police Communication Center where emergency and non-emergency Police calls for service are entered and dispatched.

B5.3 Governance for the PSAP is Provincial Legislation, The Emergency 911 Public Safety Answering Point Act and Emergency 911 Public Safety Answering Point Regulation.

B5.4 The PSAP and Communication Center is funded through the WPS budget via City of Winnipeg tax role.

- B5.5 Winnipeg Police Service is seeking outside support in the development of the planning document/roadmap, with potential options for delivery NG911 via a premise based or hosted solution and for the eventual procurement and installment of Next Gen 911 network and telephony.
- B5.6 The Winnipeg Police Service Communication Center is the Public Safety Answering Point (PSAP) for the City of Winnipeg. The existing telephony in the PSAP, Sentinal, was purchased in 1996 in conjunction with the ILEC, Manitoba Telephone System, (MTS) purchase of the ECS1000 (Switch). MTS acted as vendor and provided maintenance with fee.
- B5.7 The Sentinal product is no longer supported by Cassidian and is currently in Z release with no means to upgrade the product or the operating platform of Windows XP where Sentinal software currently resides. Sentinal has limited features, functions and supports available.
- B5.8 Servicing a population of 780,000, the current call volume for Winnipeg PS AP in 2011 is:

911 Calls	259,689
Other Calls	275,256

- B5.9 Winnipeg Police Service is scheduled to move to a new building, Headquarters, in 1st quarter 2014 which has created a natural timeline for the determination of needed upgrade/replacement of 911 network and software telephony, Centrex services and desk phones for the Communications Center.
- B5.10 The Winnipeg PSAP is currently operating from 700 Assiniboine Park Drive which will become the backup location for the new PSAP. It is anticipated that any solution will be implemented and fully functional at the back up location prior to moving to the new primary location, Headquarters.
- B5.11 The ILEC, MTS, has recently tendered an RFP requesting vendor solutions to expand their network in order to facilitate:
- (a) The growing requirement of E911 positions province wide; and
 - (b) Providing an updated 911 software solution to Provincial PSAP's and secondary PSAP's as required.
- B5.12 The Consultant will provide recommendations and options that meet our current 9-1-1 needs, act as a backbone for future Next Generation 9-1-1 capability within Winnipeg, and ensure our network reliability.
- B5.13 Phase 3 -RFP Development may be contingent upon the details and timeline of the NG911 solution for Manitoba as presented by MTS. At this time MTS has not provided a definitive timeline for their NG911 network solution. MTS is aware of the need to provide the City of Winnipeg with updates on their NG911 progress and have committed to regular meetings as a means to communicate their plan.

B6. ENQUIRIES

- B6.1 All enquiries shall be directed to the Project Manager identified in D2.
- B6.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B6.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

- B6.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Bidders by issuing an addendum.
- B6.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Bidder who made the enquiry.
- B6.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B7. CONFIDENTIALITY

- B7.1 Information provided to a Bidder by the City or acquired by a Bidder 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 Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B7.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B8. ADDENDA

- B8.1 The Project Manager 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.
- B8.2 The Project Manager 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.
- B8.2.1 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>
- B8.2.2 The Bidder is responsible for ensuring that it 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.
- B8.3 The Bidder 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.

B9. PROPOSAL SUBMISSION

- B9.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B10;
 - (b) Fees (Section B) in accordance with B11;
- B9.2 The Proposal should also consist of the following components:
- (a) Experience of Bidder and Subconsultants (Section C) in accordance with B12;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B13;
 - (c) Project Understanding and Methodology (Section E) in accordance with B14; and
 - (d) Project Schedule (Section F) in accordance with B15.

- B9.3 Further to B9.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B9.4 Further to B9.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B9.5 Bidders should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B9.1 and B9.2.
- B9.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Bidders 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.
- B9.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B9.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Bidder's name and address.
- B9.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B9.11 Any cost or expense incurred by the Bidder that is associated with the preparation of the Proposal shall be borne solely by the Bidder.

B10. PROPOSAL (SECTION A)

- B10.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder 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.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B10.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder 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 Bidder is carrying on business under a name other than its 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.

B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B10.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B11. FEES (SECTION B)

B11.1 The Proposal shall include a Fixed Fee for all phases identified in D4 Scope of Services.

B11.1.1 A breakdown of Fees per Phase, as identified in D4, is required. Appendix B-Detailed_Prices.xlsx spreadsheet has been provided for this requirement and may be utilized to assist in providing the information requested.

B11.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B11.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B11.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B11.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b).

B11.5 Notwithstanding C10.1, Fees submitted 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.

B11.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B12. EXPERIENCE OF BIDDER AND SUBCONSULTANTS (SECTION C)

B12.1 Proposals should include:

- (a) details demonstrating the history and experience of the Bidder and Subconsultants in providing programming; design and administration services on up to three projects of similar size and complexity.

B12.2 For each project listed in B12.1(a), the Bidder should submit:

- (a) brief description of the project;
- (b) role of the consultant;
- (c) demonstrated knowledge of NENA defined NG9-1-1;
- (d) demonstration of CRTC Regulatory experience;
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B12.2.1 Where applicable, information should be separated into Bidder and Subconsultant project listings.

B12.3 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 Bidder and all Subconsultants.

B13. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B13.1 Bidders shall have Project Management experience and/or PMP designation as well as IP Telephony experience. Information must be provided to indicate experience in these areas.

B13.2 Describe your approach to overall team formation and coordination of team members.

B13.2.1 Include an organizational chart for the Project.

B13.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, including the principals-in-charge, the Consultants 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 B13.2.1.

B13.4 Bidder shall supply Curriculum Vitae for each key member of project team Proposal.

B13.5 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 B12, 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).

B14. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B14.1 Describe your firm's project management approach and team organization during the performance of similar Services, so that the evaluation committee has a clear understanding of the methods the Bidder will use in the delivery of this Project.

B14.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B14.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B14.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the proposed Project budget;
- (c) any other information that conveys your team's understanding of the Project requirements.

B14.5 For each person identified in B13.3, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B15. PROJECT SCHEDULE (SECTION F)

B15.1 Bidders 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.

B15.2 The Bidder shall provide scheduled updates at agreed upon milestones.

B15.3 The Bidder should provide information regarding their ability to meet all requirements.

B16. QUALIFICATION

B16.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract.

B16.2 The Bidder and any proposed Subconsultant (for the portion of the Services 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>

B16.3 The Bidder and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) provide proof satisfactory to the Project Manager the Security Clearances as identified in Appendix A;
- (e) assign a PMP to project and be responsible for this project through its completion,
- (f) be familiar with Canadian Public Safety Communications operations, CRTC Regulations and systems methodologies,
- (g) have Project Management experience with technical knowledge of VOIP technologies.
- (h) have practical experience for 9-1-1 IP network planning and implementation,
- (i) Work collaboratively with the Winnipeg Police Service Project Manager and Winnipeg Police Service NG911 project team; and
- (j) be professional independent telecommunications consulting firms. Independent is defined as having no vendor ties and receiving income only from client fees. Any subsidiaries of vendor companies, local exchange carrier companies and product providers are excluded from responding to this RFP.

B16.4 The Bidder shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Bidder and of any proposed Subconsultant.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

- B17.2 After award of Contract, the name(s) of the successful Bidder and the Contract amount(s) 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/>
- B17.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B17.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Services until a Contract for the Services has been duly executed 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.

B19. WITHDRAWAL OF OFFERS

- B19.1 A Bidder may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B19.1.1 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.
- B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B19.1.3 If a Bidder 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 Bidder'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 B19.1.3(b), declare the Proposal withdrawn.
- B19.2 A Bidder who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B18.2 shall be liable for such damages as are imposed upon the Bidder 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.

B20. INTERVIEWS

- B20.1 The Project Manager may, in his/her sole discretion, interview Bidders during the evaluation process.

B21. NEGOTIATIONS

- B21.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B21.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B21.3 If, in the course of negotiations pursuant to B21.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

- B22.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|---|-------------|
| (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Bidder and the Subconsultants, if any, pursuant to B16: | (pass/fail) |
| (c) Fees; (Section B) | 40% |
| (d) Experience of Bidder and Subconsultants; (Section C) | 15% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 25% |
| (f) Project Understanding and Methodology (Section E) | 15% |
| (g) Project Schedule. (Section F) | 5% |
- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B22.4 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B11.
- B22.5 Further to B22.1(d), Experience of Bidder and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B22.6 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B22.7 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's project management approach and team organization.
- B22.8 Further to B22.1(g), Project Schedule will be evaluated considering the Bidder's ability to comply with the requirements of the Project.
- B22.9 Notwithstanding B22.1(d) to B22.1(g), where Bidders fail to provide complete responses to B9.2(a) to B9.2(d), the score of zero will be assigned to the incomplete part of the response.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, 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.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B23.4 The City may, at its discretion, award the Contract in phases.
- B23.5 Further to Paragraph 6 of Form A: Proposal and C4, the successful Bidder will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B23.6 Following the award of Contract, a Bidder will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B23.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.
- B23.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant 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 Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

D2. OBJECTIVE

D2.1 Winnipeg PSAP is in the process of determining needed upgrades and changes to its current 9-1-1 systems and services. Winnipeg with the assistance of the selected firm intends to evaluate potential options for the future migration to the features and functionalities of a Next Generation 911 System in alignment with NENA Next Generation Standards and objectives.

D2.2 Possible opportunities for exploration would include:

- (a) WPS premise based NG911 network solution and the various possible options for operating and maintaining;
- (b) Hosted Solution provided by the ILEC with various possible options for demark and purchase of CPE.

D2.3 The Consultant will provide recommendations and options that meet our current 9-1-1 needs, act as a backbone for future Next Generation 9-1-1 capability within Winnipeg, and ensure our network reliability.

D2.4 The Consultant will be required to have practical experience for 9-1-1 IP network planning and implementation. The Consultant will also be required to assist WPS to identify requirements for migration from the current environment to a next generation IP platform, and integrate those requirements into the PSAP design plan and overall program management.

D3. PROJECT MANAGER

D3.1 The Project Manager is:

Cindy Kirby
Email: ckirby@winnipeg.ca
Telephone No. 204 226-2075
Facsimile No. 204 986-7090

D3.2 All correspondence or contact by Bidders with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Bidders Proposal Submission.

D3.3 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D3.4 Proposal Submissions must be submitted to the address in B9.10

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Professional Consulting Services for Winnipeg NG911 in accordance with the following:

- (a) The Consultant will be required to assist WPS to identify requirements for migration from the current environment to a next generation IP platform, and integrate those requirements into the PSAP design plan and overall program management.

- (b) Baseline report providing a detailed report which includes a detailed analysis of the current status of the Winnipeg's E911 system;
- (c) Detailed report on the migration plan to a NG911 network for Winnipeg's 911 network including switch solutions, alternatives and detailed risk analysis for the recommended and alternative solutions;
- (d) RFP preparation for procurement of NG911 solution;
- (e) The consultant will be required to attend face to face meetings with Winnipeg Project Team at a minimum of three intervals throughout the duration of this Contract as follows:
 - (i) At the commencement of the Contract;
 - (ii) At completion of Phase 1 – Baseline Report prior to commencement of Phase 2;
 - (iii) At completion of Phase 2 – Migration Report prior to commencement of Phase 3.

D4.2 The major components of the Work are as follows:

Pre-Phase 1 – Commencement Meeting:

Phase 1 - Baseline Report:

- (a) Conduct research based on our existing E911 facilities, end user equipment, networking equipment and switches, redundant equipment, UPS and Generator equipment.
 - (i) The review should identify end of life for the components
 - (ii) Equipment that can be integrated into an NG911 system and
 - (iii) Identify risks and limitations with the current system with recommendations to mitigate these risks.
 - (iv) The Consultant shall provide all findings in a comprehensive report and presented at a face to face meeting with the NG911 planning committee.

Phase 2 – Migration Report:

- (b) Provide options and recommendations in the development of a technology roadmap to NG911 using the natural timeline of the anticipated move to new location in 2014. The proposed options to explore should include:
 - (i) Options to integration a hybrid solution which bridges conventional 911 with NG911;
 - (ii) Implementing a completely diverse Premise based IP911 solution including all business and technical features
 - (iii) Solutions utilizing ILEC's proposed Network solution as starting points.
- (c) Each option to include the following (for both premise based and hosted alternatives):
 - (i) Cost analysis – detailed cost analysis which covers the purchase of the solution as well as the life cycle costs. Costs shall also include options for the monitoring, maintenance and support costs (including necessary technical support and staffing) anticipated over the life of the NG911 system.
 - (ii) Detailed Requirements (Technical and Operational) of the proposed alternative
 - (iii) Timeline for each solution – An implementation plan and schedule for the recommended solution. The plan shall identify the recommended implementation phases and associated timelines with these phases
 - (iv) Risk Analysis – Identify the risks of each alternative and provide solutions to mitigate the identified risks.
 - (v) All proposed solutions shall meet the requirements of CRTC 911 regulations for E911, Wireless and NG911 as well as Manitoba PSAP regulations – regulations 60/2005 and NENA NG911 i3 standards.
 - (vi) Business model – Provide a recommended business model for each alternative. The business model shall include necessary staffing, policy and procedure process changes required and any operational requirements.

- (vii) System Capacity – Identify each alternatives system capacity and identify the limitations of each proposed alternative. What are future growth opportunities with each option?
 - (viii) Identify transitioning steps from an MSAG (Master Street Address Guide) address locator to a Geographical Location Database and Mapping Technology locator. Identify the recommended steps for the transition and a n anticipated timeline for this process. MSAG transitioning costs are to be included in the detailed cost analysis including associated staffing costs and requirements.
- (d) The Consultant shall provide all findings in a comprehensive report and presented at a face to face meeting with the NG911 planning committee.

Phase 3 – RFP Development:

- (e) Work with WPS to develop RFP for selected option and evaluate responses as directed by WPS. Chosen consultant will assist in writing and negotiating a master contract with proposed providers and evaluate contract language to optimize the terms of the contractual relationship with the network vendor.
- (f) The Consultant shall not commence work on Phase 3, RFP Development before completion of Phase 2 Migration Report.
- (g) Commencement of Phase 3 – RFP Development may be contingent on information received from the ILEC (MTS) on the Manitoba NG911 network solution.

D4.3 Project Manager reserves the right to amend details of Scope as updated standards and technological requirements become known.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) “CPE” means Customer Premise Equipment;
- (b) “ILEC” means Incumbent Local Exchange Carrier.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.

D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D6.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;

- (a) information provided to the Consultant by the City or acquired by the Consultant 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.

D6.4 A Consultant who violates any provision of D6 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Consultant 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 Consultant

does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D8. INSURANCE

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (v) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Services. 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.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant 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 Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.
- D8.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D8.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a).
- D8.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D8.10.

- D8.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D8.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D8.8.
- D8.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D9. COMMENCEMENT

- D9.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D9.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D10. TOTAL PERFORMANCE

- D10.1 The Consultant shall achieve Total Performance by December 31, 2013.
- D10.2 When the Consultant or the Project Manager considers the Work to be totally performed, the Consultant shall arrange, attend and assist in the inspection of the Work with the Project Manager for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Consultant at the earliest possible instance and the Project Manager notified so that the Work can be reinspected.
- D10.3 The date on which the Work has been certified by the Project Manager as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D11. PAYMENT SCHEDULE

- D11.1 Further to C11, payment shall be in accordance with the following payment schedule:
- (a) Phase 1- Baseline Report 20%;
 - (b) Phase 2 – Migration Report 40%;
 - (c) Phase 3 – RFP Development 25%;
 - (d) Total Performance 15%.

APPENDIX A – SECURITY CLEARANCE

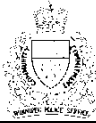
1. SECURITY CLEARANCE

- 1.1 The City will conduct a Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- 1.2 The Consultant shall provide the Project Manager 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.
- 1.3 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 of all immediate family members including stepbrothers, stepsisters, half-brothers and half-sisters, and their spouses, common-law spouses, boyfriends, girlfriends and their family members. The list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-5555
Winnipeg, Manitoba	
 - (b) A list of names, addresses, dates of birth, and telephone numbers of four closest friends. Include information indicating when, where and how they met. The list should be typed in the following format:

Joseph James SMITH	Dob: 46 Aug 4 (best friend)
789 Anywhere Street	555-5555
Winnipeg, Manitoba	
When they met:	
Where they met:	
How they met:	
 - (c) The name, title or position, and telephone number of the immediate supervisor.
 - (d) A list of every past address, including the dates of residence, the names of any persons with whom the residence was shared and the reason for moving.
 - (e) Identification - driver's license (with photo), birth certificate or social insurance number (SIN).
 - (i) Photocopies of the identification must be legible, signed as true copies and witnessed by the contact person stated on Paragraph 3 of Form A: Bid.
 - (f) A completed Form P-608: Security Clearance Check authorization form.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.
- 1.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess 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.
- 1.5 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.

- 1.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for two (2) years 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.
- 1.7 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.
- 1.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
Winnipeg Police Service
Division 30
Service Security
Attn: Service Security Officer
151 Princess Street
Winnipeg, Manitoba
R3B 1L1



WINNIPEG POLICE SERVICE SECURITY CLEARANCE CHECK SERVICES – DIVISION 30

NAME, TELEPHONE NUMBER AND BUSINESS ADDRESS OF EMPLOYER

NAME, TELEPHONE NUMBER OF CITY CONTACT PERSON IN CHARGE OF THE PROJECT REQUIRING THE SECURITY CLEARANCE CHECKS.

NATURE & LOCATION OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:
REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR WINNIPEG NG911
PROJECT MANAGER: ^

WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION

EMPLOYEE INFORMATION

LAST NAME: _____ GIVEN NAMES: _____

BIRTH NAME OR OTHER NAME(S) USED: _____
(if different from above)

MALE FEMALE DATE OF BIRTH: _____ BIRTH PLACE: _____
Y M D

ADDRESS: _____ CITY: _____ PROVINCE: _____

POSTAL CODE: _____ RESIDENTIAL PHONE: _____

AUTHORIZATION

I, _____ hereby consent to the Winnipeg Police Service collecting my personal Information from any public body, person, employer, or government institution for the purposes of conducting a security check in connection with my contract or association with the Winnipeg Police Service. This authorization, including a copy of facsimile thereof, is my consent to any public body, person, employer or government institution to release true copies of any records containing my personal information to the Winnipeg Police Service. (Security clearance checks expire after a period of one year).

Signature of Witness

Signature of Applicant

This personal information will be collected pursuant to *The Freedom of Information and Protection of Privacy Act* C.C.S. M.cF175 _____ (title, name, phone number of person who) can answer questions about the collection of this information.

Date

WINNIPEG POLICE SERVICE - FOR OFFICE USE ONLY

RESULT OF CHECK:

NO POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO ANY SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

AN OUTSTANDING CRIMINAL CHARGE AWAITING COURT DISPOSITION WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

A POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

PROCESSED BY: _____
Clerk WPS#

Date