



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 973-2012

PROVISION OF CHECK POINT HARDWARE, SOFTWARE AND MAINTENANCE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF CHECK POINT HARDWARE, SOFTWARE AND MAINTENANCE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 29, 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 Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

B3.3 If the 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.

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

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

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

B4. CONFIDENTIALITY

B4.1 Information provided to a 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 Contract Administrator.

B4.2 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 Contract Administrator.

B5. ADDENDA

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

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

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The 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.
- B6. SUBSTITUTES**
- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his 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 B19.

- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.7, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B19.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Company Profile and Experience.
 - (d) Pre-Sales Support, Ordering and Post-Sales Support
- B7.2 The Proposal may consist of the following component:
- (a) Value-Add.
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4.1 Bidders should submit one (1) unbound original (marked "original") and two (2) copies.
- B7.5 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.5.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B19.1(a).
- B7.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.9 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. PROPOSAL

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his 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 own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his 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 his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "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.
- B9. PRICES**
- B9.1 The Bidder shall state a fixed % discount off the standard Check Point Global Price List, that is current at time of order for, Items 1 & 2 of the Work identified on Form B: Prices.
- B9.2 The Bidder shall state a daily rate in Canadian funds for each of Items 3 to 5 of the Work identified on Form B: Prices.
- B9.2.1 Any additional costs must be clearly identified as extra costs or otherwise shall be deemed as included in the pricing provided.
- B9.2.2 Bidders need not have pricing for all product categories for items 2 to 5, only those that they are qualified to provide professional services for.
- B9.3 The discounts and daily rates specified shall be for the duration of the contract.
- B9.3.1 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.3.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

B9.4 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. QUALIFICATION

B10.1 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; 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.

B10.2 The Bidder 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>

B10.3 The Bidder 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) be accredited by Check Point as having Silver Level Partner status or higher; and
- (d) have certified Check Point Engineers (CCSEs) with demonstrated working knowledge of Check Point Secure Platform operating systems.

B10.4 The Bidder and/or any proposed Subcontractor shall have the following minimum qualifications and knowledge for provision of professional services:

- (a) Minimum of four years progressive work experience in network security information technology installation and support;
- (b) Thorough working knowledge of Check Point software, hardware, and techniques. Check Point certifications such as Check Point Engineers (CCSEs) is an asset;
- (c) Excellent working knowledge of Check Point Gaia, Check Point software release R75.40 or higher, Cluster XL and Check Point Management Station;
- (d) Strong networking background (TCP/IP, IP addressing, Network Address Translation);
- (e) Demonstrated ability to analyze system problems and to carry out corrective actions;
- (f) Knowledge of network security methods and procedures;
- (g) Physically able to lift computer equipment up to 10 - 20 kg;
- (h) Demonstrated ability to communicate effectively both orally and in writing;
- (i) May be required to sign a confidentiality agreement.

- B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator :
- (a) of the qualifications of the Bidder and of any proposed Subcontractor; and
 - (b) that they are capable and authorized to register any Check Point maintenance that is purchased for Check Point products on behalf of the City of Winnipeg.
- B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. COMPANY PROFILE AND EXPERIENCE

- B11.1 Bidder must provide a profile of their company that describes these following:
- (a) Experience in the provision of Check Point hardware, software, maintenance and services similar in scope as this Request for Proposal;
 - (b) Location of the office that will be responsible for support to the City of Winnipeg;
 - (c) Overview and qualifications of the team that will be directly involved in support of the services specified in this Request for Proposal;
 - (d) Length of time in business;
 - (e) Customer references.
- B11.2 Bidder shall describe what capability they have to provide customized Check Point training to the City's network support staff.

B12. PRE-SALES SUPPORT, ORDERING AND POST-SALES SUPPORT

PRE-SALES SUPPORT

- B12.1 Bidders shall describe what pre-sales technical resource support is available to assist with design and configuration of Check Point products for major projects.
- B12.2 Bidders shall describe their capacity and ability to provide demo Check Point products for evaluations including lead times and technical resources to assist.

ORDERING

- B12.3 Bidders shall describe what product configuration support is available and their ordering processes and options.
- B12.4 Bidders shall describe what options are available for urgent orders including timelines and what additional expenses applicable.
- B12.5 Bidders shall describe what order tracking is available to the City of Winnipeg.

POST SALES SUPPORT

- B12.6 Bidders shall describe what support they shall provide in terms of tracking and advising the City of Winnipeg on pro-active notification of End of Life, End of Support and end of Warranty on Check Point products.

B13. VALUE-ADDED SERVICES

- B13.1 The Bidder may optionally specify what value-added services or features are available with their Proposal beyond what has been specified in Part E. The Bidder may specify which section or sections are the value add services applicable to and if there are any limits or conditions for their availability.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B14.1 Proposals will not be opened publicly.
- B14.2 After award of Contract, the name(s) of the successful Bidder(s) 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>
- B14.3 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.

B15. IRREVOCABLE OFFER

- B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B15.2 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 Work for the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

- B16.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2 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.
- B16.1.3 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 B16.1.3(b), declare the Proposal withdrawn.
- B16.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B15.2 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.

B17. INTERVIEWS

- B17.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B18. NEGOTIATIONS

- B18.1 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.
- B18.2 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.
- B18.3 If, in the course of negotiations pursuant to B18.2 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.

B19. EVALUATION OF PROPOSALS

- B19.1 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:
 - (i) mandatory requirements (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10:
 - (i) mandatory qualifications (pass/fail);
 - (c) Evaluated Bid Price
 - (i) Check Point Hardware & Software pricing (Item 1 Form B: Prices) 40%;
 - (ii) Check Point-branded maintenance pricing (Item 2 Form B: Prices) 20%;
 - (iii) Professional services (Items 3 to 5 Form B: Prices) 10%;
 - (d) Company Profile and Experience (B11) 10%;
 - (e) Pre-Sales Support, Ordering and Post-Sales Services (B12) 15%;
 - (f) Value-add (B13) 5%;
 - (g) economic analysis of any approved alternative pursuant to B6;
- B19.2 Further to B19.1(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.
- B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he is responsible and qualified.
- B19.4 Further to B19.1(c)(i), the Check Point Hardware & Software pricing shall be evaluated considering the percentage discount indicated for Item 1 shown on Form B: Prices.
- B19.5 Further to B19.1(c)(ii), the Check Point-branded maintenance pricing shall be evaluated considering the percentage discount indicated for Item 2 shown on Form B: Prices.
- B19.6 Further to both, B19.1(c)(i) and B19.1(c)(ii), the purchase volumes indicated in E2.5 will be used for the purposes of evaluation.
- B19.7 Further to B19.1(c)(iii), Professional Services will be evaluated considering the estimated annual days and daily rates indicated for Items 3 to 5 shown on Form B: Prices.

- B19.8 Further to B19.1(d), Company Profile and Experience will be evaluated considering the responses provided to B11.
- B19.9 Further to B19.1(e), Pre-Sales Support, Ordering and Post-Sale Support will be evaluated considering the responses provided to B12.
- B19.10 Further to B19.1(f), Value add shall be evaluated considering the information submitted in response to B13.
- B19.5 This Contract will be awarded as a whole.
- B19.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(a) and B19.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B20.2 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.
- B20.2.1 Without limiting the generality of B20.2, 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.
- B20.3 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, in accordance with B19.
- B20.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of Check Point hardware, software and maintenance for the period from award of Contract until December 31, 2015.

D2.2 The major components of the Work are as follows:

- (a) Provision of Check Point hardware and software;
- (b) Provision of Check Point maintenance;
- (c) Provision of professional services.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 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.

D2.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3.3 Further to D2.2(c), Professional Services shall be considered optional in the event the City of Winnipeg requires them during the Contract term. The City of Winnipeg has no commitment to volume or dollar amount of these Services, nor does the Contractor have the exclusive right to provide these Services to the City.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Check Point**" means Check Point Software Technologies Ltd.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Stanley Yuen

Network Infrastructure & Services Coordinator

Telephone No.: (204) 986-6843

Facsimile No.: (204) 986-5966

D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D5.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

- D5.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D5.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D6. NOTICES

- D6.1 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 address or facsimile number:
- The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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.

SCHEDULE OF WORK

D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

- D9.1 Goods shall be delivered within twenty (20) Calendar Day(s) of the placing of an order, f.o.b. destination, freight prepaid to:
- The City of Winnipeg
Corporate Support Services Department
Network Infrastructure & Services
5th Floor – 510 Main St.
Winnipeg, Manitoba, Canada
R3B 1B9
- D9.2 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

D9.3 The City reserves the right to change delivery location, within the limits of the City of Winnipeg.

MEASUREMENT AND PAYMENT

D10. INVOICES

D10.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

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

Facsimile No.: (204) 949-0864

Email: CityWpgAP@winnipeg.ca

D10.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11. PAYMENT

D11.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D11.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D12. WARRANTY

D12.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 The City of Winnipeg's network uses Check Point products to provide network security for external network connectivity, centralized servers in two data centres as well as distributed systems in a network with over 6,000 nodes.

E1.2 These Specifications shall apply to the Work.

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. HARDWARE, SOFTWARE AND MAINTENANCE PRODUCTS

E2.1 The Contractor shall supply Check Point hardware, software, and maintenance in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 shall be fixed discount off the standard Check Point Global Price List (current at time of order) for supply and delivery of Check Point Hardware and Software products. This shall include Check Point Category I products (Software Solutions) and Category III products (Appliance and Accelerator Cards).

E2.3 Item No. 2 shall be fixed discount off the standard Check Point Global Price List (current at time of order) for supply and registration of one-year Check Point-branded Maintenance. Maintenance shall be Software Subscription and Premium level 7x24 telephone support.

E2.4 All goods supplied under this Contract shall be new and unused. The licenses for all Check Point products supplied shall be legal and registered to the City of Winnipeg. Refurbished products or product with a previous owner are not acceptable.

E2.5 Further to D2.2, the estimated annual value of Check Point hardware, software and maintenance products to be purchased is

- (a) \$200,000 in Year 1 of Contract (2013);
- (b) \$160,000 in Year 2 of Contract (2014);
- (c) \$280,000 in Year 3 of Contract (2015).

E2.6 Contractors shall register, to the City of Winnipeg's Check Point User Center, any Check Point maintenance that is purchased for Check Point products on behalf of the City of Winnipeg.

E3. PROFESSIONAL SERVICES

E3.1 Item No. 3 to 5 shall be professional services for implementation and configuration services of Check Point firewall software.

E3.2 Item No. 3 Check Point Migration Assistance shall be professional services to assist with migrating the configuration and rulebase for one Check Point firewall to a new Check Point firewall.

E3.3 Item No. 4 Check Point Implementation Assistance shall be professional services to implement a new Check Point hardware or software product. This may also include technical training and knowledge transfer to the City's network security support staff.

E3.4 Item No. 5 Check Point Health Check shall be professional services to perform a health check, rulebase and database optimization.

E4. PRE-SALES, ORDERING AND POST-SALES SUPPORT

- E4.1 The Contractor's pre-sales team must have demonstrated experience in working with enterprises with similar size network and scope as the City of Winnipeg's.
- E4.2 The Contractor's pre-sales team would ideally be primarily based locally in Winnipeg.
- E4.3 The Contractor's pre-sales system engineer resources must have extensive experience with and knowledge of enterprise network security designs.
- E4.4 The Contractor's pre-sales team must have excellent presentation, communication and customer interaction skills as they would be required to discuss requirements and solutions with technical network staff as well as business stakeholders.
- E4.5 The Contractor's pre-sales team must be able to develop enterprise solutions proposals to meet the City's requirements, present technical white board demonstrations, perform technical presentations, use configuration tools to provide detailed listings of products comprising the solution, and create design diagrams of solutions.
- E4.6 The Contractor must be able to provide demo Check Point products upon request that will be available to the City to test at no cost for at least a sixty (60) day period.
- E4.7 The Contractor must provide resources to assist with order configurations as required which can include support staff available by email and telephone and/or online product configuration tools.
- E4.8 The Contractor must have a defined process and costing model for escalating urgent orders that need to be delivered in less than one (1) business week.
- E4.9 The Contractor must have a process or tools to be able to allow the City of Winnipeg to get status updates on product delivery times on a given order.
- E4.10 The Contractor must be able to determine the Check Point end of life, end of support and end of warranty status of installed Check Point products at the City of Winnipeg if provided with an inventory of the products.