

THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 587-2015

SUPPLY AND DELIVERY OF COMPUTER HARDWARE AND ACCESSORIES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF COMPUTER HARDWARE AND ACCESSORIES

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, November 20, 2015.
- 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 D5.1.
- 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. 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.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/bidopp.asp
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The 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/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any 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/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 B22.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
 - (a) Form A: Proposal (Section A);
 - (b) Form B: Prices (Section B);
 - (c) Form C: Technical Specifications (Section C).
- B7.2 The Proposal should also consist of the following components:
 - (a) Technical and Support Services (Section D):
 - (b) Written Conformance (Section E):
 - (c) Value Added Services (Section F).
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Bidders should submit one (1) unbound 8.5" x 11" original (marked "original") and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should 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.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 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.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:

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

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

B8. PROPOSAL (SECTION A)

- 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/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.
- 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/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 his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "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 (SECTION B)

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices on Form B: Prices shall include:
 - (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

- B9.2 The Bidder shall provide SKU numbers for each item of the Work identified on Form B: Prices.
- B9.3 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.4 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.
- B9.5 Where applicable to the Request for Proposal, payments for services to Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.6 PRICE DETERMINATION MECHANISM AND BASE PRICES

- (a) Base prices shall be based on the price for a given product as of September 30, 2015.
- (b) The Bidder shall, on Form B: Prices provide base prices and a complete description of the mechanism(s) used to determine the prices.
 - (i) The price determination mechanism(s) on Form B: Prices shall be employed throughout the term of the Contract to determine the prices of goods and services.
- (c) Price determination mechanisms shall:
 - (i) Include an explicit and detailed definition of each index proposed to be used.
 - (ii) Provide a mechanism to determine the price at the time an order is placed; and
 - (iii) Be determinable, i.e., conditions such as "to be determined" or "to be negotiated" may be deemed unresponsive.
 - (iv) Price determination mechanisms shall be based on indices which can be verified through independent sources;
- (d) Price determinations may:
 - (i) Utilize different indices for different products:
 - (ii) Be based on other than Canadian indices if they include adjustment for changes in currency exchange rates;
 - (iii) Be based on published manufacturer's Government sector price list or an equivalent.
- (e) Prices on Form B: Prices shall be calculated in accordance with the Bidder's stipulated price determination mechanism.
- (f) Bidder shall specify in Form B, Section A, Item #12 the percentage to be used for Framework Pricing, if any, of all other equipment not otherwise specified in this Contract.

B10. TECHNICAL SPECIFICATIONS (SECTION C)

- B10.1 The Bidder shall complete Form C: Technical Specifications indicating their proposed solution meets or exceeds expectations, or provide an explanation where it does not.
- B10.2 To enable the City to determine which unit of equipment represents best value, Bidders should provide detailed specifications of the unit proposed and should describe based on its knowledge and experience with the respected manufacturer's specifications and commitments the features which distinguish each model from its competitors. Features the City considers significant contributors to the total cost of ownership include:
 - (a) Availability quality/reliability of the system and its components, warranty terms, local availability of parts and service.
 - (b) Support quality of technical support available through the manufacturer's website, directly through the manufacturer and through the Contractor. The City needs to be assured that any significant technical issue during the equipment life cycle will be resolved promptly.

- (c) Systems Management Features and Tools hardware features and software tools included at no charge that can facilitate asset configuration, security and other systems management tasks.
- (d) Non-Proprietary Construction the City expects that its technical staff will be able to add industry-standard boards, memory and other hardware without any special training or tools.
- (e) Operating System All desktops and laptops should come with a minimum of Windows 10 Professional installed and have Windows 7 Professional downgrade rights.

B11. TECHNICAL AND SUPPORT SERVICES (SECTION D)

- B11.1 The Bidder should identify the account manager and key personnel proposed including any subcontractors. The information provided should include names, responsibilities, relevant experience and certifications.
- B11.2 The Bidder should describe their sales department operation and provide your service support solution including the account manager's role, hours of business, level of familiarity with the products being proposed.
- B11.3 The Bidder should detail the technical qualifications of the staff associated with servicing this contract. They should contain resumes for key staff plus relevant information
- B11.4 The Bidder should describe:
 - (a) Logistics including outgoing deliveries and warehousing capability;
 - (b) How "just in time" shipments will be achieved as the City strives to reduce wait times for delivery;
 - (c) Online ordering and order status enquiry screens or reports that will allow the City to track progress of individual orders from order date to delivery.
 - (d) Whether there is ability to provide asset management reporting that can include the following:
 - (i) Computer equipment brand, model, hardware configuration and serial number.
 - (ii) Delivery location,
 - (iii) Software loaded on computer equipment,
 - (iv) Purchase order number and order date,
 - (v) Invoice number and invoice amount.

B12. WRITTEN CONFORMANCE (SECTION E)

- B12.1 The Bidder should provide written conformance to requirements detailed in the Supplemental Conditions D6 through D10, and D16 through D19.
- B12.2 If written conformance is not provided, it will be understood that the Bidder unconditionally conforms to all sections of the Supplemental Conditions.

B13. VALUE ADDED SERVICES (SECTION F)

- B13.1 The Bidder should provide a description for any Value Added Services.
- B13.2 All Value Added Services proposed, unless otherwise stated, will be understood to be offered at no extra costs.

B14. DISCLOSURE

B14.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

- (a) Hewlett-Packard (Canada);
- (b) Dell Canada;
- (c) LANDesk;
- (d) Powerland Computers;
- (e) Insight Canada.

B15. QUALIFICATION

B15.1 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.
- B15.2 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
- B15.3 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) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) be a manufacturer or an authorized manufacturer re-seller of each item of computer equipment indicated in the Proposal.
 - (e) provide proof satisfactory to the Contract Administrator the Security Clearances as identified in PART F Security Clearance for on-site warranty work only.
- B15.4 The Bidder 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 Bidder and of any proposed Subcontractor.
- B15.5 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.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

- B16.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/
- B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the 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. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive 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.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B18.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a 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 B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the 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.

B19. INTERVIEWS

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

B20. NEGOTIATIONS

- B20.1 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.
- B20.2 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.

B20.3 If, in the course of negotiations pursuant to B20.2 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.

B21. PRODUCT SAMPLES

- B21.1 The Bidder shall submit sample equipment, within three (3) Business Days of a request by the Contract Administrator.
- B21.1.1 The Bidder will be responsible for all shipping and receiving logistics as well as associated costs incurred to supply the City with sample equipment.
- B21.2 The City will be responsible for securing the Bidder's sample equipment while at City premises.
- B21.3 The City will return sample equipment to bidder, within ten (10) Business Days of the Award Of Contract.
- B21.3.1 The Bidder will be responsible for all shipping and receiving logistics as well as associated costs incurred to recover the sample equipment from the City.

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 Subcontractors, if any, pursuant to B15:

(pass/fail)

(c)	Total Bid Price (Section B)	50%
(d)	Technical Specifications (Section C)	25%
(e)	Technical and Support Services (Section D)	15%
(f)	Value Added Services (Section F)	10%

- (g) Economic analysis of any approved alternative pursuant to B6;
- (h) costs to the City of administering multiple contracts.
- 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), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B22.5 Further to B22.1(d), Technical Specifications will be evaluated considering the information submitted in response to B10.
- B22.6 Further to B22.1(e), Technical and Support Services will be evaluated considering the information provided in response to B11.

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- B22.7 Further to B22.1(f), Value Added Services will be evaluated considering the information provided in response to B13.
- B22.7.1 Prices, if provided, for Value Added Services will be added to the Total Bid Price
- B22.8 Further to B22.1(e) and B22.1(f), where Bidders fail to provide a response to B7.2(a) to B7.2(c), the score of zero may be assigned to the incomplete part of the response.
- B22.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B22.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B22.5.2 Notwithstanding B23.3, the City shall not be obligated to award any section to the responsible Bidder submitting the most advantageous offer for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, 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 or section upon which he/she has not bid.
- B22.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

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 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.
- 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, in accordance with B22.
- B23.4 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B23.1 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B23.2 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

CO. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply and delivery of Computer Hardware and Accessories for the period from January 1, 2016 until December 31, 2018, with the option of three (3) mutually agreed upon one (1) year extensions.
- D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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.
- D2.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D2.2 The major components of the Work are as follows:
 - (a) Section A (Common Office Equipment) shall be:
 - (i) Desktop;
 - (ii) Laptop / Notebook;
 - (iii) Windows Tablet;
 - (iv) Monitor;
 - (v) USB Drive;
 - (vi) Computer Accessories;
 - (b) Section B (Specialty Office Equipment) shall be:
 - (i) Thin Client;
 - (ii) Nano PC;
 - (c) Section C (Specialized Field Equipment) shall be:
 - (i) Ruggedized Tablet;
 - (ii) Ruggedized Laptop;
 - (iii) Ruggedized Printer;
 - (d) Section D (Infrastructure) shall be:
 - Uninterrupted Power Supply;
 - (e) Section E (Endpoint Management) shall be:
 - (i) Endpoint Management System;
 - (f) The provision of Technical and Support Services that should include:
 - (i) Extended warranty services; and
 - (ii) Technical support services; and
 - (iii) Configuration services:
 - (g) The provision of any Value Added 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.
- D2.4 Notwithstanding D2, 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. NEW AND OBSOLETE PRODUCTS

- D3.1 Further to C7 The City understands the proposed SKUs will become obsolete during the Contract period for reasons including but not limited to:
 - (a) Products line/model availability;
 - (b) Product standards required to meet requirements and recommendations of software suppliers.
- D3.2 Changes shall be addressed in accordance with C7 of the General Conditions.
- D3.3 The Contractor shall provide replacement SKUs during the term of the Contract for all expired SKUs within sixty (60) days of their expiration.
- D3.4 The replacement SKUs must maintain current technology trends and have a discount structure no less than what had been originally proposed in the Contractor's submission. Failure to adhere to this mandatory requirement will be considered an event of default in accordance with C16.
- D3.5 Where a product line is discontinued by the Manufacturer or otherwise becomes unavailable in the market, the Contractor shall provide detailed technical literature on the proposed replacement. The Contract Administrator will determine the acceptability of the proposed replacement product.
- D3.6 Where the Contractor is unable to provide a replacement product to meet changes in the City's requirements, the City shall have the right to remove the product from the Contract.
- D3.7 The City reserves the right to add items to the Contract under the same terms and conditions and by using the same price determination mechanism specified on Form B: Prices
- D3.8 The City may, should the requirement for a product no longer exist, remove products from the Contract.

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
 - (a) "Value Added Services" means any other services the Bidder may choose to provide that the City has not specifically requested.
 - (b) "Framework Pricing" means a consistent discount formula based pricing structure that can be applied to a range of products. Generally measured in percentages.
 - (c) "Accessories" means options or peripherals that relate to desktop computers or laptops. Examples of desktop accessories would be mice, keyboards, RAM and video cards. Examples of laptop accessories would be RAM, batteries, carrying cases and port replicators.
 - (d) "Hardware Consistency" means frequency of changes in the Hardware Abstraction Layer which will necessitate adding or updating drivers in the base image during deployment. The City expects a minimum model lifecycle of 6 months and expects at least forty five (45) days' notice of HAL changes.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Jean-Paul Robert
Desktop and Mobility Services Coordinator
Corporate Support Services
City of Winnipeg

Telephone No.: 204 986-2350
Facsimile No.: 204 986-6105
E-mail: jrobert@winnipeg.ca

D5.2 Bids Submissions must be submitted to the address in B7.

D6. PRODUCT ORDERING LOGISTICS

- D6.1 The Contractor shall provide:
 - (a) One (1) contact person and one (1) alternate/backup contact;
 - (b) An email address at which orders may be placed;
 - (c) A local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may also be placed;
 - (d) A local Winnipeg telephone number and facsimile number; or a toll-free telephone number and facsimile number for a contact person(s):
 - (e) An optional customer specific Internet webpage with online catalogue and ordering capability, or equivalent, where equivalency is in the sole opinion of the City:
 - The information quoted on the webpage shall include current City price and delivery times for the product.
- D6.2 Unless stipulated otherwise at the time of ordering, partial shipments will be allowed.
- D6.3 The City may, at no cost to the City, cancel an order which has not been shipped (physically left the Contractor's facility).

D7. ORDER TRACKING

- D7.1 The Contractor shall monitor the status of each order placed pursuant to the Contract.
- D7.2 Immediately upon detecting any imminent failure to deliver an order by the date agreed, pursuant to D6, the Contractor shall advise the User. The User may then:
 - (a) Authorize a revised delivery date;
 - (b) Authorize the Contractor to supply a permanent or temporary substitute; or
 - (c) Delete any or all of the order and obtain the item(s) from any alternate means.
- D7.3 The Contractor shall, upon request of the User, provide an accurate status report and estimated delivery date for an order.
- D7.4 Further to D6.1(e)(i), the website if provided shall provide accurate status reports and estimated delivery dates for an order.

D8. DELIVERY

- D8.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- D8.1.1 Goods shall be delivered within ten (10) Business Days of the placing of an order, except where otherwise agreed at the time of ordering.

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- D8.1.2 When a User places an order, the Contractor shall confirm the price and delivery date(s) within the next Business Day.
- D8.2 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D8.3 The Contractor shall provide work order location specific delivery. This means that product delivery will be to the City's final destination and not delivered just to the nearest loading dock.
- D8.4 The Contractor shall off-load goods as directed at the delivery location.
- D8.5 Packing slip shall be provided with the order and must at minimum provide:
 - (a) Itemized list of all items including:
 - (i) Quantity;
 - (ii) Serial number;
 - (iii) Model number;
 - (b) PO number;
 - (c) Itemized list of backordered items.
- D8.6 Further to C6.32, if an order cannot be delivered within ten (10) Business Days of placement of an order, the Contractor shall notify the User. The User may then:
 - (a) Authorize the proposed delivery date;
 - (b) Authorize the Contractor to supply a permanent or temporary substitute; or
 - (c) Delete any or all of the order and obtain the item(s) from any alternate means.

D9. RETURN OF GOODS

- D9.1 Further to C9.8 to C9.13, Goods incorrectly supplied as a result of the Contractors error shall be returned at no cost to the City.
- D9.2 Further to C9.8 to C9.13, Goods incorrectly supplied as a result of the City's error will be returned at the City's cost.
- D9.3 Further to C9.8 to C9.13, the Contractor will be responsible for costs and any associated computer equipment manufacturer correspondence for any and all equipment delivered in an unusable state.

D10. RECORDS

- D10.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D10.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
 - (a) user name(s) and addresses; and
 - (b) order date(s); and
 - (c) delivery date(s); and
 - (d) Purchase Order number; and
 - (e) quantity of goods supplied; and.
 - (f) Unit price billed; and
 - (g) the amount payable with GST, MRST and any applicable environmental handling charges/fees identified as separate amounts.
- D10.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D11. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D11.1 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.
- D11.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D11.3 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.
- D11.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D12. NOTICES

D12.1 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

D12.2 Bids Submissions must be submitted to the address in B7.

SUBMISSIONS

D13. AUTHORITY TO CARRY ON BUSINESS

D13.1 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.

D14. INSURANCE

- D14.1 The Contractor shall provide and maintain the following insurance coverage:
 - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D14.2 Deductibles shall be borne by the Contractor.

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- D14.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.
- D14.4 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.
- D14.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D15. COMMENCEMENT

- D15.1 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.
- D15.2 The Contractor shall not commence any Work until:
 - (a) the Contract Administrator has confirmed receipt and approval of:
 - evidence of authority to carry on business specified in D13;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D14
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

MEASUREMENT AND PAYMENT

D16. INVOICES

D16.1 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: <u>CityWpgAP@winnipeg.ca</u>

- D16.2 Invoices must clearly indicate, as a minimum:
 - (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D16.4 Bids Submissions must be submitted to the address in B7.

D17. PAYMENT

- D17.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D17.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D18. PURCHASING CARD

- D18.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.
- D18.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification,

 (https://www.pcisecuritystandards.org/index.shtml). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

WARRANTY

D19. WARRANTY

- D19.1 Notwithstanding C11, for desktops and laptop/notebooks, the City requires a 3-year onsite warranty. For these items, the City expects the warranty to provide for an 8 hour response and next business day resolution 95% of the time.
- D19.2 Notwithstanding C11, for ruggedized laptops and ruggedized tablets, the City requires a 3-year warranty. For these items, the City expects the warranty to provide 48 hour or 2 Business Days or better turnaround on parts (plus shipping). Parts must be available for up to 5 years from time of sale. Warranty will allow for City of Winnipeg technicians to be certified for in-house repair work.
- D19.3 Parts, Service, and Warranty Depot for all items to be located in Canada.
- D19.4 Notwithstanding D19.1 and D19.2, the City will accept the standard manufacturer warranty for the other devices listed in Form C: Technical Specifications.

D19.5 For all warranties:

- (a) Warranty will not be affected by the City's need to move equipment, perform hardware upgrades (including adding industry standard boards for specialized peripheral devices) and perform software upgrades on units.
- (b) The start date for warranty should not commence prior to receipt of goods by the City.
- (c) The Contractor must notify the equipment manufacturer in a timely manner (no greater than two weeks from the invoice date) when equipment is purchased. They must record the purchase with the manufacturer so that the manufacturer will recognize the start of the warranty period
- D19.6 Further to C11, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.
- E1.3 All equipment must be new and cannot contain any remanufactured parts. Reconditioned, refurbished or remanufactured equipment will not be accepted.
- E1.4 The Contractor must supply computers, displays, and imaging equipment with the following sustainable attributes:
 - (a) At least EPEAT Silver level certification.

E1.5 Desktop

- (a) The City will only consider HP, Lenovo and Dell brand of desktop hardware or approved substitute in accordance with B6.
- (b) The desktop model proposed must be one that is targeted at large scale business deployment.
- (c) In an effort to reduce the total cost of ownership of computer equipment, the City aims to maintain a standard desktop. This enables the rationalization of internal support costs by reducing the number of computer models it retains in inventory. It also allows the City to standardize computer operating system and software images for faster deployment of new equipment and faster replacement of aging equipment, in addition to rendering savings on its ongoing computer maintenance costs.
- (d) The current City desktop standard is equipment manufactured by HP and is open to review/change. The City will select a single brand for all desktop categories and initial models/SKUs that represent the best value. This brand will become the City standard for at least the next 3 years, although the SKUs will change.
- (e) Enterprise Desktop computer categories will include the following:
 - (i) Basic: A basic system for dedicated or simple tasks. Minimal multitasking is expected. Applications may include Office productivity software, email, web browsing, and status / monitoring software.
 - (ii) Standard: Enterprise standard system as used by the majority of staff in which several applications will be accessed / open at one time including Office productivity software, email, web browsing, customized business applications, multimedia viewing, web conference participation.
 - (iii) Advanced: For the power user utilizing applications requiring intensive computational power including AutoCAD, multimedia authoring, or other GIS applications.

E1.6 Laptop/Notebook

- (a) The City will only consider HP, Dell, Lenovo, Toshiba, Fujitsu and Microsoft brand of Laptop/Notebook hardware or approved substitute in accordance with B6.
- (b) The laptop model proposed must be one that is targeted at large scale business deployment.
- (c) In an effort to reduce the total cost of ownership of computer equipment, the City aims to maintain a standard laptop. This enables the rationalization of internal support costs by reducing the number of computer models it retains in inventory. It also allows the City to standardize computer operating system and software images for faster deployment of new

- equipment and faster replacement of aging equipment, in addition to rendering savings on its ongoing computer maintenance costs.
- (d) The current City laptop standard is equipment manufactured by HP and is open to review/change. The City will select a single brand for all laptop categories and initial models/SKUs that represent the best value. This brand will become the City standard for at least the next 3 years, although the SKUs will change.
- (e) Laptop computer categories will include the following:
 - (i) Standard: used by staff in which several applications will be accessed / open at one time including Office productivity software, email, web browsing, customized business applications, multimedia viewing, web conference participation.
 - (ii) Advanced: For the power user utilizing applications requiring intensive computational power that may include AutoCAD, multimedia authoring, or other GIS applications.

E1.7 Windows Tablet

- (a) The tablet model proposed must be one that is targeted at large scale business deployment.
- (b) In an effort to reduce the total cost of ownership of computer equipment, the City aims to maintain a standard tablet. This enables the rationalization of internal support costs by reducing the number of computer models it retains in inventory. It also allows the City to standardize computer operating system and software images for faster deployment of new equipment and faster replacement of aging equipment, in addition to rendering savings on its ongoing computer maintenance costs.
- (c) The City will select a brand and an initial model/SKU that represents the best value. This brand will become the City standard for at least the next 3 years, although the SKUs will change.
- (d) Windows Tablet categories will include the following:
 - (i) Standard: used by staff in which several applications will be accessed / open at one time including Office productivity software, email, web browsing, customized business applications, multimedia viewing, web conference participation;
 - (ii) Advanced: For the power user utilizing applications requiring more intensive computational power that may include AutoCAD, multimedia authoring, or other GIS applications.

E1.8 PC Monitor

- (a) The Monitor model proposed must be one that is targeted at large scale business deployment.
- (b) In an effort to reduce the total cost of ownership of computer equipment, the City aims to maintain a standard monitor. This enables the rationalization of internal support costs by reducing the number of monitors it retains in inventory.
- (c) The current City monitor standard of HP is open to review/change. The City will select a single brand for all Monitor categories and initial models/SKUs that represent the best value. This brand will become the City standard for at least the next 3 years, although the SKUs will change.
- (d) PC Monitor categories will include the following:
 - (i) Basic: Used for specific business applications that require this specific size and resolution. Also provided for staff or applications that only require simple displays.
 - (ii) Standard: used by staff in which several applications will be accessed / open at one time including Office productivity software, email, web browsing, customized business applications, multimedia viewing, web conference participation.
 - (iii) Advanced: For the power user utilizing applications requiring more screen space and resolutions that may include financial spreadsheets, AutoCAD, multimedia authoring, or other GIS applications.

E1.9 Desktop / Laptop Accessories and Other Equipment

- (a) Framework pricing will be used for all purchases of desktop/laptop accessories and any other equipment not specified in the price list.
- (b) USB drives provided should be Kingston brand and encrypted or approved substitute in accordance with B6.

E1.10 Thin Client Device

- (a) The thin client model proposed must be one that is targeted at large scale business deployment.
- (b) The current City thin client standard is equipment manufactured by HP, model t520, basic or t620, advanced and is open for review/change. The City will select a single brand for all thin client categories and initial models/SKUs that represent the best value. This model/SKU will become the City standard for at least the next 3 years, although the SKUs will change.
- (c) Thin Client categories will include the following:
 - (i) Standard;
 - (ii) Advanced.

E1.11 Nano PC

- (a) The Nano model proposed must be one that is targeted at large scale business deployment.
- (b) In an effort to reduce the total cost of ownership of computer equipment, the City aims to maintain a standard Nano platform. This enables the rationalization of internal support costs by reducing the number of computer models it retains in inventory. It also allows the City to standardize computer operating system and software images for faster deployment of new equipment and faster replacement of aging equipment, in addition to rendering savings on its ongoing computer maintenance costs.
- (c) The current City Nano standard is equipment manufactured by Intel and is open to review/change. The City will select a single brand for all Nano PC categories and initial models/SKUs that represent the best value. This brand will become the City standard for at least the next 3 years, although the SKUs will change.
- (d) Nano PC categories will include the following:
 - (i) Fanless;
 - (ii) Advanced.

E1.12 Ruggedized Laptop

- (a) The laptop model proposed must be one that is IP65 and MIL-STD-810G certified.
- (b) In an effort to reduce the total cost of ownership of computer equipment, the City aims to maintain a standard ruggedized laptop. This enables the rationalization of internal support costs by reducing the number of computer models it retains in inventory. It also allows the City to standardize computer operating system and software images for faster deployment of new equipment and faster replacement of aging equipment, in addition to rendering savings on its ongoing computer maintenance costs.
- (c) The current City standard is equipment manufactured by Panasonic and is open to review/change. The City will select a single brand for all ruggedized laptop categories and initial models/SKUs that represent the best value. This brand will become the City standard for at least the next 3 years, although the SKUs will change.
- (d) In an effort to reduce total cost of ownership, for specified models the City will only consider hardware which is compatible with its predominant existing vehicle docks and mounts.
- (e) Ruggedized Laptop categories will include the following:
 - (i) Semi-Ruggedized;

- (ii) Standard Ruggedized;
- (iii) Advanced Ruggedized.

E1.13 Ruggedized Tablet

- (a) The tablet model proposed must be one that is IP65 and MIL-STD-810G certified.
- (b) In an effort to reduce the total cost of ownership of computer equipment, the City aims to maintain a standard ruggedized tablet. This enables the rationalization of internal support costs by reducing the number of computer models it retains in inventory. It also allows the City to standardize computer operating system and software images for faster deployment of new equipment and faster replacement of aging equipment, in addition to rendering savings on its ongoing computer maintenance costs.
- (c) The current City standard is equipment manufactured by Panasonic and is open to review/change. The City will select a single brand for all ruggedized tablet categories and initial models/SKUs that represent the best value. This brand will become the City standard for at least the next 3 years, although the SKUs will change.
- (d) Ruggedized Tablet categories will include the following:
 - (i) Standard;
 - (ii) Advanced.

E1.14 Ruggedized Printer

(a) The City will only consider the Datamax-Oneil or approved substitute in accordance with B6. The OC3 printer, required for compatibility with WPA's T2 Flex system. The Apex 3 printer will be required should WPA transition to using the T2 Flex app on iOS or Android devices

E1.15 Uninterrupted Power Supply

- (a) In an effort to reduce the total cost of ownership of computer equipment, the City aims to maintain a standard UPS. This enables the rationalization of internal support costs by reducing the number of monitors it retains in inventory.
- (b) UPS categories will include the following:
 - (i) Basic: Less expensive UPS used by departments to protect less sensitive equipment such as office workstations.
 - (ii) Standard: Used by Business Technology Services Network Support to protect sensitive and critical equipment such as switches and servers.

E1.16 Endpoint Management

- (a) The Bidder should supply an enterprise-level endpoint management system that can be used by any or all City departments at their discretion to manage devices purchased through this contract, as well as devices currently existing in the City of Winnipeg.
- (b) Initially 1,200 endpoints will be managed with this system.
- (c) The number of devices managed with this system may increase incrementally from 1,200 to approximately 8,000 endpoints over 5 years.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE FOR WARRANTY WORK OTHER THAN POLICE LOCATIONS

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate 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 Criminal Record Search Certificate (Form P–253) 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 Criminal Record Search Certificate (Form P–253) 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 Criminal Record Search Certificate 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 Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate 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 Criminal Record Search Certificate 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 criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

F2. POLICE SECURITY CLEARANCE FOR WARRANTY WORK

- F2.1 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.
- F2.2 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.
- F2.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:
 - (a) A list of names (including maiden names), addresses, dates of birth, and telephone numbers and occupations of all immediate family members (including parents) and their spouses/common law. Include your spouse/common law boyfriends, girlfriends and their family members. This includes stepbrothers, stepsisters, half-brothers and halfsisters. This list should be typed in the following format:

John James SMITH

Dob: 45 Aug 24 (father)

123 Anywhere Street Winnipeg, Manitoba

555-555-5555

(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.
 - Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.
- F2.4 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.
- F2.5 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.
- F2.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
 - (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- F2.7 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.
- F2.8 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 151 Princess Street Winnipeg, Manitoba R3B 1L1

WINNIPEG POLICE SERVICE SECURITY CLEARANCE CHECK SERVICES – DIVISION 30

Security Clearance Page 3 of 3

NAME, TELEPHONE NUMBER AND BUSINESS ADDRESS OF EMPLOYER:	NAME & PHONE NUMBER OF CITY CONTACT PERSON IN CHARGE OF THE PROJECT REQUIRING THE SECURITY CLEARANCE CHECKS					
	Jean-Paul Robert Telephone No.: 204 986-2350 E-mail: jrobert@winnipeg.ca					
NATURE & LOCATION OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:						
Contract Administrator: Jean-Paul Robert						
WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED						
EMPLOYEE INFORMATION						
LAST NAME:	GIVEN NAMES:					
BIRTH NAME OR OTHER NAME(S) USED:						
(if dif	ferent from above)					
☐ MALE ☐ FEMALE DATE OF BIRTH:	BIRTH PLACE:					
ADDRESS:	CITY: PROVINCE:					
POSTAL CODE: RESIDENT	TAL 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 purpose of conducting a security check in connection with my contract or association with the Winnipeg Police Service. This authorization, including a copy or 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 <i>The Freedom of Information and Protection of Privacy Act</i> C.C.S.M.cF175 (title, name, phone # of person who) can answer questions about the collection of this information.						
	Date					
	CE - 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 E 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 ASSO	OCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.					
PROCESSED BY: Clerk WPS#	Doto					
Clerk WPS#	Date					