



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 513-2016**

**REQUEST FOR PROPOSAL FOR POINT TO POINT EPL SERVICE**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Proponents' Conference	1
B5. Enquiries	2
B6. Confidentiality	2
B7. Addenda	2
B8. Substitutes	3
B9. Proposal Submission	4
B10. Proposal	4
B11. Prices	5
B12. Company Profile and Experience	5
B13. Technical Specifications	6
B14. Service Levels	6
B15. Project Schedule	6
B16. Disclosure	7
B17. Qualification	7
B18. Opening of Proposals and Release of Information	8
B19. Irrevocable Offer	8
B20. Withdrawal of Offers	8
B21. Interviews	9
B22. Negotiations	9
B23. Evaluation of Proposals	9
B24. Award of Contract	10
B25. Termination Charges	11

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Services	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Ownership of Information, Confidentiality and Non Disclosure	2
D6. Notices	2

#### Submissions

D7. Authority to Carry on Business	2
D8. Safe Work Plan	2
D9. Insurance	3
D10. Subcontractor List	3

#### Control of Work

D11. Commencement	3
D12. Safety	3
D13. Orders	4
D14. Records	4
D15. The Workplace Safety and Health Act (Manitoba) – Qualifications	4

**Measurement and Payment**

D16. Invoices	4
D17. Payment	5
D18. Indemnity	5

**Warranty**

D19. Warranty	5
---------------	---

**PART E - SPECIFICATIONS**

**General**

E1. Applicable Specifications	1
E2. Services	1
E3. Service Levels	3

**PART F - SECURITY CLEARANCE**

F1. Security Clearance	1
------------------------	---

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR POINT TO POINT EPL SERVICE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 23, 2016.

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. SITE INVESTIGATION**

B3.1 Further to C3.1, the Proponent may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B3.3 The Proponent is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Proposal or the performance of the Work.

### **B4. PROPONENTS' CONFERENCE**

B4.1 The Contract Administrator will hold a Proponents' conference at Main Floor, 185 King St., Materials Management Bid Opening Room at 10 AM on June 8, 2016.

B4.2 The Proponent is advised that, at the Proponents' conference, clarification questions may be asked of the Contract Administrator. Questions will be discussed and answers will be formally provided as a written addendum pursuant to the conference.

B4.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4.4 Those wishing to participate via conference call should register for the Proponent's conference 24 hours or more in advance with the Contract Administrator and a telephone bridge number will be forwarded to them at that time.

## **B5. ENQUIRIES**

- B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B5.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B5.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B5.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B5.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B5.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B6. CONFIDENTIALITY**

- B6.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B6.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B7. ADDENDA**

- B7.1 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.
- B7.2 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.
- B7.2.1 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>
- B7.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B7.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B8. SUBSTITUTES**

B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B8.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B8.4 The Proponent shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B8.5 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.

B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

B8.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B8.7 If the Contract Administrator approves a substitute as an "approved equal", any Proponent may use the approved equal in place of the specified item.

B8.8 If the Contract Administrator approves a substitute as an "approved alternative", any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B23.

B8.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B9. PROPOSAL SUBMISSION**

- B9.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal; and
  - (b) Form B: Prices.
- B9.2 The Proposal should also consist of the following components:
- (a) Company Profile and Experience;
  - (b) Technical Specifications;
  - (c) Service Levels;
  - (d) Project Schedule.
- B9.3 Further to B9.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B9.4 Further to B9.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B9.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and five (5) copies (copies can be in any size format) for sections identified in B9.1 and B9.2.
- B9.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B9.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.
- B9.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B9.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.10 Proposals shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B9.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B10. PROPOSAL**

- B10.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;

- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.

B10.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B10.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

## **B11. PRICES**

B11.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B11.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B11.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B11.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B11.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B12. COMPANY PROFILE AND EXPERIENCE**

B12.1 Proponents should provide a profile of their company that describes the following:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing services on up to three projects of similar complexity, scope and value;
- (b) location of the office(s) and Network Operations Centre (NOC) that will be responsible for support to the City of Winnipeg;



(c) length of time in business serving Winnipeg.

B12.2 For each project listed in B12.1, the Proponent should submit:

- (a) description of the project;
- (b) role of the Proponent;
- (c) project's original cost and final cost or the variance between the two.
- (d) anticipated schedule and actual project delivery schedule or the variance between the two;
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B12.1 Proponents shall provide an overview and qualifications of the team that will be directly involved in support of the services specified in this Request for Proposal.

### **B13. TECHNICAL SPECIFICATIONS**

B13.1 Proponents shall provide an overview of their proposed solution which includes:

- (a) Overview of the Proponent's network infrastructure for the provision of the point-to-point EPL services and how the specifications specified in E1 and E2 will be met for:
  - (i) Availability, including details on redundancies and power protection
  - (ii) Network security to ensure complete privacy from all other networks, including the Proponent's
  - (iii) Suitability for handling realtime traffic (voice and video)

### **B14. SERVICE LEVELS**

B14.1 Proponent shall describe their NOC and the processes for the City to communicate with the NOC, including what the escalation procedures are if required.

B14.2 Proponents shall describe how incidents that are reported to the NOC are tracked and how and when status updates shall be provided to the City until they are resolved.

B14.3 Proponents shall describe how changes will be communicated to the City and what processes there shall be for resolving scheduling conflicts that may arise.

B14.4 Proponents shall describe how their infrastructure and process shall minimize any planned downtime of services as specified in Section E3.

B14.5 Proponents shall describe how their infrastructure and process shall minimize any unplanned downtime of services as specified in Section E3.

### **B15. PROJECT SCHEDULE**

B15.1 The Proponent shall provide information regarding lead time to implement including estimated and maximum duration in working days. Specify if any involvement from City of Winnipeg is required for implementation. Proponents are advised of an eight (8) calendar-week implementation target from date of award, against which the schedule shall be evaluated.

B15.2 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B15.3 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

## **B16. DISCLOSURE**

B16.1 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.

B16.2 The Persons are:

- (a) N/A

## **B17. QUALIFICATION**

B17.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B17.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B17.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) upon request of the Contract Administrator, obtain Security Clearances in accordance with PART F - .

B17.4 Further to B17.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

- B17.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B17.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

**B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B18.1 Proposals will not be opened publicly.
- B18.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B18.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal 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.
- B18.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

**B19. IRREVOCABLE OFFER**

- B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

**B20. WITHDRAWAL OF OFFERS**

- B20.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B20.1.1 Notwithstanding C22.5, 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.
- B20.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B20.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B20.1.3(b), declare the Proposal withdrawn.

**B20.2** A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B19.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B21. INTERVIEWS**

**B21.1** The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B22. NEGOTIATIONS**

**B22.1** The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

**B22.2** The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

**B22.3** If, in the course of negotiations pursuant to B22.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B23. EVALUATION OF PROPOSALS**

**B23.1** Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail);
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B16:(pass/fail);
- (c) Total Bid Price 40%;
- (d) Company Profile and Experience 5%;
- (e) Technical Specifications 20%;
- (f) Service Levels 20%;
- (g) Project Schedule 15%;
- (h) economic analysis of any approved alternative pursuant to B8;

**B23.2** Further to B23.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

**B23.3** Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.

**B23.4** Further to B23.1(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. For Item 4, for evaluation purposes only, the City will use a termination after 48 months.

- B23.5 Further to B23.1(d), Company Profile and Experience shall be evaluated considering the information submitted in response to B12.
- B23.6 Further to B23.1(e), Technical Specifications shall be evaluated considering the information submitted in response to B13.
- B23.7 Further to B23.1(f), Service Levels shall be evaluated considering the information submitted in response to B14.
- B23.8 Further to B23.1(g), Project Schedule shall be evaluated considering the information submitted in response to B15.
- B23.9 Notwithstanding B23.1(d) to B23.1(g), where Proponents fail to provide a response to B9.2(a) to B9.2(d) the score of zero may be assigned to the incomplete part of the response.
- B23.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B23.5.1 Notwithstanding B9.1, the Proponent may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B23.5.2 Notwithstanding B24.3, the City shall not be obligated to award any section to the responsible Proponent 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 Proponent 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.
- B23.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B23.7 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.

## **B24. AWARD OF CONTRACT**

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, 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.
- B24.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B24.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

**B24.4** 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.

**B25. TERMINATION CHARGES**

**B25.1** The Proponent should submit their Termination Charges, which should be consistent with the price submitted for Item 4, Item 8 and Item 12 on Form B: Prices, and shall not exceed a cost equivalent to 12 months of service.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

C0.2 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.

C0.2.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)

C0.2.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Supply of Services*

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF SERVICES

- D2.1 The Work to be done under the Contract shall consist Point-to-Point EPL Services for the period from award of Contract for five (5) years, with the option of two (2) mutually agreed upon five (5) year extensions.
- D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on the anniversary of the start date 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) Point-to-Point EPL Service between 185 King St. and 245 Smith St. (SECTION A)
  - (b) Point-to-Point EPL Service between One Lombard Place and 245 Smith St. (SECTION B)
  - (c) Point-to-Point EPL Service between 1539 Waverley St. and 245 Smith St. (SECTION C)
- D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2016.
- 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) **"CPE"** means Customer Premise Equipment.
  - (b) **"EPL"** means Ethernet Private Line
  - (c) **"Gbps"** means Gigabits per Second;
  - (d) **"NOC"** means Network Operations Centre;
  - (e) **"Proponent"** means any Person or Persons submitting a Proposal for Services;

#### D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Stanley Yuen  
Network Infrastructure & Services Coordinator  
Telephone No. (204) 986-6843;  
E-mail: [syuen@winnipeg.ca](mailto:syuen@winnipeg.ca)



D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 Proposal Submissions must be submitted to the address in **B9**.

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 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.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 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.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

#### **D6. NOTICES**

D6.1 Notwithstanding C22.3, 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

D6.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B9.**

### **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.

#### **D8. SAFE WORK PLAN**

D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

## **D9. INSURANCE**

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 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.
- D9.4 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.
- D9.5 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.

## **D10. SUBCONTRACTOR LIST**

- D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

## **CONTROL OF WORK**

### **D11. COMMENCEMENT**

- D11.1 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.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) the Safe Work Plan specified in D8;
    - (iv) evidence of the insurance specified in D9;
    - (v) the Subcontractor list specified in D10.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D11.3 The Contractor shall commence the Work on the Site within three (3) Working Days of receipt of the notice of award.

### **D12. SAFETY**

- D12.1 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D12.2 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;

### **D13. ORDERS**

D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **D14. RECORDS**

D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D14.3 The Contractor shall provide 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.

### **D15. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D15.1 Further to B17.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B17.4.

## **MEASUREMENT AND PAYMENT**

### **D16. INVOICES**

D16.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:

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

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 work performed;
- (e) the amount payable with GST and MRST 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 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B9.**

## **D17. PAYMENT**

D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **D18. INDEMNITY**

D18.1 Notwithstanding C16.1, the Contractor shall save harmless and indemnify the City in the amount of two million dollars (\$2,000,000), plus twice the Contract value against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
- (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
- (d) any claim for lien or trust claim served upon the City;
- (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

D18.2 Notwithstanding C16.2, the City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement, subject to the Contractor's consent, which shall not be unreasonably withheld.

## **WARRANTY**

### **D19. WARRANTY**

D19.1 Warranty is as stated in C12.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8.
- E1.3 The point-to-point connectivity:
- (a) shall be implemented, managed and maintained end-to-end by the Contractor as a dedicated Point-to-Point EPL connection between the demark rooms at these locations:
    - (i) 185 King St. and 245 Smith St. (SECTION A)
    - (ii) One Lombard Place and 245 Smith St. (SECTION B)
    - (iii) 1539 Waverley St. and 245 Smith St. (SECTION C)
  - (b) shall allow for scalability to higher speeds in the future as required;
  - (c) shall provide dedicated and unrestricted Bandwidth usage, and be suitable for realtime traffic without requiring Quality of Service queuing by the Contractor's network and shall accept and honour the City's Quality of Service tags transparently
  - (d) shall be implemented as a private network to the City with no physical switching/routing by the Contractor, and not be accessible by any other external networks, customers or the Contractor.
  - (e) shall terminate at each endpoint in a copper Ethernet port for 1 Gbps EPL services or a fiber optic Ethernet port for 10 Gbps EPL services for handoff to the City's networks
  - (f) shall have maximum average return-trip latency of less than 5 milliseconds as measured by a network ping test from one end of the connection to the other
  - (g) shall have an average of 0% packet loss as measured by a network ping test from one end of the connection to the other
- E1.4 245 Smith St. has two diverse building entrances; as such:
- (a) If a Proponent is awarded both Sections B and Section C, they shall deliver each through separate entrances and implement separate CPEs.
  - (b) If Sections B and C are awarded to unique Proponents, they shall negotiate the use of separate entrances to maintain diversity;
  - (c) Services provided within Section A may share an entrance with services within either Section B or C.
- E1.5 The City shall provide:
- (a) Per CPE, UPS power, 2 AC outlets and up to 8U of rackspace within each demark room
  - (b) locating and marking of all private underground structures along path of new underground placement not covered by utility companies.
  - (c) A point of contact for coordinating installation activities with the Contractor's Project Manager
- #### **E2. SERVICES**
- E2.1 The Contractor shall provide Point-to-Point EPL Service in accordance with the requirements hereinafter specified.

- E2.2 Item No. 1 - 1 Gbps full duplex Point-to-Point EPL between 185 King St and 245 Smith St. with the specifications as described in E1.3 for use by the City of Winnipeg . The following demark rooms apply:
- (a) 185 King St.: LAN Room 166
  - (b) 245 Smith St.: Room 5554, 5<sup>th</sup> floor ("Radio Core Room")
- E2.3 Item No. 2 - Future 10 Gbps full duplex Point-to-Point EPL between 185 King St and 245 Smith St. with the specifications as described in E1.3 for use by the City of Winnipeg .
- E2.4 Item No. 3 - End-to End Installation Charges shall be any and all one time costs to implement Item No. 1. Costs shall include but not be limited to:
- (a) All private property costs (e.g. trenching, landscaping, remediation)
  - (b) All in-building costs (e.g. asbestos abatement, cable runs and trays to specified demark rooms, building entrance and reinstatement costs)
- E2.5 Item No. 4 - Service Termination charges shall be costs to terminate a service prior to the end of the Contract term, and shall not exceed a cost equivalent to 12 months of service as described in E2.2.
- E2.6 Item No. 5 - 1 Gbps full duplex Point-to-Point EPL between One Lombard Place and 245 Smith St. with the specifications as described in E1.3 for use by the City of Winnipeg. The following demark rooms apply:
- (a) One Lombard Place: Room 3413
  - (b) 245 Smith St.: Room 5554, 5<sup>th</sup> floor ("Radio Core Room")
- E2.7 Item No. 6 - Future 10 Gbps full duplex Point-to-Point EPL between One Lombard Place and 245 Smith St. with the specifications as described in E1.3 for use by the City of Winnipeg.
- E2.8 Item No. 7- End-to End Installation Charges shall be any and all one time costs to implement Item No. 5. Costs shall include but not be limited to:
- (a) All private property costs (e.g. trenching, landscaping, remediation)
  - (b) All in-building costs (e.g. asbestos abatement, cable runs and trays to specified demark rooms, building entrance and reinstatement costs)
- E2.9 Item No. 8 - Service Termination charges shall be costs to terminate a service prior to the end of the Contract term, and shall not exceed a cost equivalent to 12 months of service as described in E2.6.
- E2.10 Item No. 9 - 1 Gbps full duplex Point-to-Point EPL between 1539 Waverley St. and 245 Smith St. with the specifications as described in E1.3 for use by the City of Winnipeg. The following demark rooms apply:
- (a) 1539 Waverley St.: Radio shelter located at the base of the tower
  - (b) 245 Smith St.: Room 5554, 5<sup>th</sup> floor ("Radio Core Room")
- E2.11 Item No. 10 - Future 10 Gbps full duplex Point-to-Point EPL between 1539 Waverley St and 245 Smith St. with the specifications as described in E1.3 for use by the City of Winnipeg.
- E2.12 Item No. 11 - End-to End Installation Charges shall be any and all one time costs to implement Item No. 9. Costs shall include but not be limited to:
- (a) All private property costs (e.g. trenching, landscaping, remediation)
  - (b) All in-building costs (e.g. asbestos abatement, cable runs and trays to specified demark rooms, building entrance and reinstatement costs)

- E2.13 Item No. 12 - Service Termination charges shall be costs to terminate a service prior to the end of the Contract term, and shall not exceed a cost equivalent to 12 months of service as described in E2.10.

### **E3. SERVICE LEVELS**

- E3.1 The Services shall be available 365 per year, 7 days per week and 24 hours per day. Normal service-impacting maintenance shall be scheduled with a minimum of two weeks advance notice to the Contract Administrator for approval
- E3.2 The Contractor shall provide a central Network Operations Centre (NOC) telephone number for the City's network support staff to report incidents of service outages or degradations on a 365 days per year, 7 days per week and 24 hours per day. 90% of calls to the NOC shall be answered within 5 minutes. The Contractor shall provide the Contract Administrator with escalation contacts for assistance with high priority service calls that exceed that service level.
- E3.3 All normal planned service-impacting maintenance shall be performed between the hours of 1 AM to 6 AM Central Time.
- E3.4 For each connection, there shall be no more than two (2) occurrences of planned service-impacting maintenance performed per month.
- E3.5 The Contractor shall avoid performing normal service-impacting maintenance on weekends and long weekends with public holidays as these services may be used for Winnipeg Fire Paramedic Services (WFPS) and Winnipeg Police Service (WPS) operations.
- E3.6 The Contractor shall contact the WFPS Communications Supervisor number prior to and after all planned and scheduled maintenance as the service may affect WFPS operations.
- E3.7 The Contractor shall contact the WPS Communications Supervisor number prior to and after all planned and scheduled maintenance as the service may affect WPS operations.
- E3.8 The total duration of unplanned downtime per connection over a 12-month period shall be less than 120 minutes as measured by the City's network monitoring.
- E3.9 The maximum occurrences of unplanned downtime per connection shall be no more than two (2) per twelve (12) month period.
- E3.10 Recorded deviations from the technical specifications as described in E1 and E2 will be treated exactly as an outage from the perspective of monitoring, alerting and resolution. Sustained deviations will be counted towards unplanned downtime count.
- E3.11 Acceptable downtime, not used in the above calculation, is defined as downtime as a result of scheduled preventative maintenance or scheduled upgrading with the following exceptions.
- (a) The length of a single change window of scheduled maintenance or scheduled upgrading will not exceed six (6) hours. Any such instance that exceeds this limit the excess downtime will be counted in the calculation of total annual downtime for the connection.
  - (b) Any instance of scheduled maintenance or scheduled upgrading that occurs without prior written approval from the City will be counted in the calculation of total annual downtime for the site.
  - (c) Any downtime that directly results from actions taken or not taken by the City will not be counted as downtime. The Contract Administrator will make the final decision on what downtime instances fall within this exception. Examples of such occurrences include: the City cuts a fiber cable by accident or the City does not respond to a request for access to a site to initiate service.
  - (d) The City will report connection downtime reported by its networking monitoring tools to the Contractor's Network Operation Centre within 30 minutes. If there is a delay in reporting the downtime, the time between 30 minutes and the time that the Contractor's Network

Operation Centre is contacted will not be counted in the calculation of total annual downtime.

- E3.12 The Contractor shall provide the City with a credit equal to ten percent (10%) of the total annual charges for each connection for every tenth of a percent (0.1%) of downtime that exceeds the agreed upon acceptable annual downtime for the connection. The annual downtime credit or refund for a connection cannot exceed 100% of the total annual charges for the connection.



## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract at 1539 Waverley Street, 185 King Street and One Lombard Place 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 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.
- F1.3 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.
- F1.4 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.
- F1.5 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.
- F1.6 The following is a link to information for obtaining the Criminal Record Search certificate from the City of Winnipeg Police Service. [http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm)
- F1.6.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below [http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm)
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.6.2 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.
- F1.7 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a 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 such Work.
- F1.8 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 specified in F1.1 .
- F1.9 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.

- F1.10 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated 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 specified in F1.1.
- F1.11 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 ( 245 Smith Street).
- F1.12 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.13 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:
- (a) A list of names (including maiden names), addresses, dates of birth, and telephone numbers and occupations of all immediate family members (including parents) and their spouses/common law. Include your spouse/common law boyfriends, girlfriends and their family members. This includes stepbrothers, stepsisters, half-brothers and half-sisters. This list should be typed in the following format:  

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
  - (b) A list of names, dates of birth, addresses and telephone numbers and occupations of at least four (4) of your closest friends. This list should be typed in the following format:  

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
  - (c) The name of the immediate supervisor title or position within their organization, and telephone number, mailing address and email address.
  - (d) A list of all past addresses.
  - (e) Photocopies to two valid pieces of identification:
    - (i) valid photo driver's license,
    - (ii) valid passport or,
    - (iii) birth certificate.
  - (f) A completed Form P-608: Security Clearance Check authorization form. Form P-608 must be signed and dated.
    - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.
- F1.14 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.
- F1.15 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.

- F1.16 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- F1.17 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.
- F1.18 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**

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

NATURE & LOCATION OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:	
Contract Administrator:	

**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 different from above)

☐ MALE   ☐ FEMALE   DATE OF BIRTH: \_\_\_\_\_   BIRTH PLACE: \_\_\_\_\_

Y   M   D

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ RESIDENTIAL PHONE: \_\_\_\_\_

## AUTHORIZATION

I, \_\_\_\_\_ hereby consent to the Winnipeg Police Service collecting my personal information from any public body, person, employer, or government institution for the 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).**

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Signature of Witness

Signature of Applicant

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

Date \_\_\_\_\_

**WINNIPEG POLICE SERVICE - FOR OFFICE USE ONLY****RESULT OF CHECK:**

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

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

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

PROCESSED BY:

Clerk

WPS#

Date \_\_\_\_\_