



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 137-2014

**SUPPLY, INSTALLATION AND COMMISSIONING OF AN INTERNET PROTOCOL
BASED VIDEO SURVEILLANCE SYSTEM**

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **"Bid Opportunity"** means the Bid Submission, the Bidding Procedures, the General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all Addenda;
- (b) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) **"Calendar Day"** means the period from one midnight to the following midnight;
- (d) **"City"** means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (e) **"City Council"** means the Council of the City of Winnipeg;
- (f) **"Contract"** means the combined documents consisting of the Request for Qualification package, Bid Opportunity package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (g) **"Contract Administrator"** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (h) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract;
- (i) **"may"** indicates an allowable action or feature which will not be evaluated;
- (j) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (k) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (l) **"Proponent"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (m) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (n) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (o) **"Submission or Qualification Submission"** means that portion of the Request for Qualifications which must be completed or provided and submitted by the Submission Deadline;
- (p) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (q) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto; and
- (r) **"Work"** or **"Works"** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

B2. BACKGROUND

- B2.1 The Water and Waste Department has received City of Winnipeg Council approval to proceed with procurement of construction services to increase security measures to better protect the Department's critical infrastructure.
- B2.2 The water and wastewater systems are made up of complex and costly infrastructure. The water system delivers water from Shoal Lake to Winnipeg for treatment and ultimate delivery to Winnipeg homes and businesses. The wastewater system, collects wastewater from these homes and businesses for treatment prior to discharge to the Red and Assiniboine Rivers.

B3. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B3.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents with the appropriate experience and expertise in internet protocol based video surveillance system installations to successfully execute the Work.
- B3.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B3.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and pre-qualified the most qualified Proponents. Only those Proponents on the pre-qualified list will be invited to further submit a Bid Submission.
- B3.4 The City intends to invite the Pre-qualified Proponents of this Request for Qualifications for future projects of a similar nature within the next 24 months.

B4. SCOPE OF WORK

- B4.1 The Work to be done under the proposed contract shall consist of the supply, installation and commissioning of an internet protocol based video surveillance system at a City facility. The video surveillance system will consist of the following components:

- Servers;
- Workstations;
- Networking equipment;
- Power over ethernet switches;
- Uninterruptible power supplies;
- Video surveillance software;
- High definition internet protocol based video surveillance cameras;
- Thermal internet protocol based cameras;
- Conduit installation;
- Electrical connections; and
- Network cabling.

The video surveillance system will be Genetec Security Version 5.2 platform to ensure compatibility with existing investment in technology by the City. There are existing analog cameras that will be connected to the system via new video encoders, additional new high definition and thermal internet protocol based cameras will be installed in multiple buildings. An internet network will be required using existing fibre optic and copper cables and new

underground fibre optic cables between buildings within existing conduits. There will be four monitoring stations consisting of workstations, monitors and pan/tilt/zoom camera controllers.

The video surveillance system will consist of approximately forty (40) cameras including the existing ones. All cameras will be set to record at a rate of fifteen (15) frames per second for a period of sixty (60) days. Thermal cameras will detect the perimeter threats and relay this information to the video surveillance system. The existing digital security controls intrusion alarm system will be integrated into the video surveillance system. Remote access will be achieved through an existing internet protocol gateway and point-to-point wireless ethernet transceivers to be supplied and installed by the Contractor. All cameras will be provided with an uninterruptible power supply connected to an existing generator.

B4.2 The City reserves the right to invite the Pre-qualified Proponents of this Request for Qualifications for future projects of a similar nature within the next 24 months.

B5. GENERAL CONDITIONS

B5.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable, without exception, to the Work of the Contract.

B5.1.1 The *General Conditions for Construction* 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

B6. PROJECT SCHEDULE

B6.1 The City intends to complete the evaluation of the Qualification Submissions by May 23, 2014 and proceed with the issuance of a Bid Opportunity by May 26, 2014.

B6.2 Details on the Bid Opportunity schedule will be provided to the Proponents at the completion of the RFQ stage.

B6.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Process	April 28 to May 14, 2014
2. Evaluation/Shortlist of Proponents	May 15 to May 23, 2014
3. Bid Process	May 26 to June 13, 2014
4. Award of Contract	June 16 to July 4, 2014
5. System Installation	July 7 to September 12, 2014
6. Commissioning	September 15 to October 3, 2014

B7. PROCUREMENT PROCESS

B7.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite the pre-qualified Proponents to participate in the second stage of the procurement process, the Bid Opportunity.

B7.2 Following completion of the RFQ stage, Proponents will be invited to respond to a Bid Opportunity document by submitting a Bid Submission.

B8. ENQUIRIES

- B8.1 All enquiries shall be directed to the Contract Administrator identified in B9.
- B8.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.
- B8.3 If the Proponent finds errors, discrepancies or omissions in the document, 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.
- B8.4 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.
- B8.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B8.6 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B8.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to 0 unless that response or interpretation is provided by the Contract Administrator in writing.

B9. CONTRACT ADMINISTRATOR

- B9.1 The Contract Administrator is:

Ron Sorokowski, P. Eng.

Senior Project Engineer

Telephone No. 204- 986-4472

Facsimile No. 204- 224-0032

B10. ADDENDA

- B10.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B10.2 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.
- (a) The Addenda will be available on the Bid Opportunities page at the Materials Management Division's website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B10.2.1 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division's website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B10.3 The Proponent should acknowledge receipt of each addendum on Form A: Request for Qualification Application.

B11. CONFLICT OF INTEREST AND GOOD FAITH

- B11.1 Proponents must not include among their team, any business entity or individual who is, or is associated with, in any way, any consultant retained by the City in relation to the Project, including but not limited to consultants providing engineering, architectural, legal, process, finance or financial capacity advice or any Person likely to create a conflict of interest or a perception of conflict of interest.
- B11.2 If a Proponent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Proponent should fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.
- B11.3 The Proponent declares that in submitting its response to this RFQ, it does so in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect, as a result of the Proponents participation in this Project.
- B11.4 Failure to comply with this provision may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the Bid Opportunity has been issued, disqualification from the Bid Opportunity process.

B12. CONFIDENTIALITY AND PRIVACY

- B12.1 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 City. The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFQ and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.
- B12.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B12.3 To the extent permitted, the City shall treat all Submissions as confidential. However, the Proponent is advised that any information contained in any Submission may be released if required by City policy or procedures, by FIPPA, by other authorities having jurisdiction, or by law.
- B12.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.
- B12.5 All information will become and remain the property of the City; none will be returned. If the application contains any proprietary or trade secret information, said information must be indicated as such.

B13. NON-DISCLOSURE

- B13.1 Proponents must not disclose any details pertaining to their RFQ and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.
- B13.2 Proponents are advised that an attempt on the part of any Proponent or any of its employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFQ solicitation, may lead to disqualification.

B14. NO COLLUSION

- B14.1 Upon making a Submission to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.
- B14.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the Bid Opportunity has been issued, from the Bid Opportunity process.

B15. NO LOBBYING

- B15.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the Bid Opportunity has been issued, disqualification from the Bid Opportunity process.

B16. ELIGIBILITY

- B16.1 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Proponent participating in this RFQ or subsequent Bid Opportunity.

SUBMISSION INSTRUCTIONS

B17. SUBMISSION DEADLINE

- B17.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 14, 2014.
- B17.2 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 B17.1.
- B17.3 Qualification Submissions will not be opened publicly.
- B17.4 Qualification Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned unopened.
- B17.5 The Qualification Submission should be submitted enclosed and sealed in an envelope clearly marked with the RFQ number and the Proponent's name and address.

B17.6 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B17.7 Qualification Submissions shall be submitted to:

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

B18. QUALIFICATION SUBMISSION

B18.1 The Qualification Submission should consist of the following components:

- (a) Form A: Request for Qualification Application;
- (b) Experience of Proponent;
- (c) Experience of the Proponent's Key Personnel; and
- (d) Project Methodology/Philosophy

B18.2 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive RFQ.

B18.3 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B29.

B18.4 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.

B18.5 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

Format

B18.6 Proponents should submit one (1) unbound original (marked "original") and four (4) copies. The Request for Qualifications shall be a clear and concise presentation of the required information. Each page shall be single sided, 8 ½ x 11 inches, 10 pt. Arial font, single line spacing. Maximum page numbers for each section are indicated below. Information presented which exceeds the maximum allotted page numbers will not be reviewed or considered in the evaluation of the RFQ submission. The RFQ submission should be organized as follows:

- (a) Cover page;
- (b) Form A: Request for Qualification Application;
- (c) Experience of Proponent (10 pages);
- (d) Experience of the Proponent's Key Personnel (15 pages); and
- (e) Project Methodology/Philosophy (10 pages).

B18.7 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

B19. FORM A: REQUEST FOR QUALIFICATION APPLICATION

B19.1 Further to B18.1(a), the Proponent shall complete Form A: Request for Qualifications Application, making all required entries.

B19.2 Paragraph 2 of Form A: Request for Qualifications Application 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.

B19.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B19.2.

B19.3 In Paragraph 3 of Form A: Request for Qualifications Application, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.

B19.4 Paragraph 7 of Form A: Request for Qualification Application should be signed in accordance with the following requirements:

- (a) if the Proponent is sole proprietor carrying of 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.

B19.5 The name and official capacity of all individuals signing Form A: Request for Qualification Application should be printed below such signatures.

B19.6 All signatures should be original.

B19.7 If a Submission 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 Submission, shall be both jointly and several.

B20. EXPERIENCE OF PROPONENT

B20.1 Further to B18.1(b), the Proponent should submit in sufficient detail for the City to evaluate the experience of the Proponent's team members by providing:

- (a) Their organization and management structure;
- (b) A listing of two (2) previously completed or substantially completed projects in the last five (5) years located within the Province of Manitoba which are similar in size, scope and complexity that included integration of internet protocol based video surveillance system including video analytics, thermal detection systems, intrusion alarm systems and access control into an enterprise grade security management system consisting of a minimum of 100 edge devices;
- (c) The details of the size, scope and complexity, including the role of key Proponent team members, for each project provided in B20.1(b);
- (d) Individual references for each of the reference projects provided in B20.1(b). Each reference should consist of a client name, contact name and position title, email address and telephone number. References will be used to confirm the information provided; and
- (e) Confirmation that the Proponent is a registered Genetec integrator and has experience within the Province of Manitoba supplying and installing Genetec security version 5.2;

- (f) Confirmation that the Proponent is an authorized integrator for Sightlogix thermal analytics cameras and has experience within the Province of Manitoba supplying and installing Sightlogix thermal analytics cameras;
- (g) Confirmation that the Proponent has experience in working in multiple operational facilities at a site where additional project coordination and diligence is required; and
- (h) Confirmation that the Proponent has experience installing video surveillance systems on an enterprise grade network and experience configuring routers, switches, and servers as well as commercial grade storage networks, virtual local area networks and a working understanding of Level 2 and Level 3 networking.

B21. EXPERIENCE OF THE PROPONENT'S KEY PERSONNEL

- B21.1 Further to B20.1(c), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of key proponent team members by providing:
- (a) The professional experience and qualifications of each key individual (particularly the Project Manager and the System Integrator);
 - (b) The System Integrator's certificate on Genetec letterhead stating that he is a certified partner in good standing as well as Genetec Technical certification numbers for key installation technicians;
 - (c) The System Integrator's experience with the installation of Sightlogix thermal analytics cameras;
 - (d) A minimum of two (2) reference projects for each key individual, similar in size, scope and complexity, performed in the last five (5) years;
 - (e) The details of the size, scope and complexity, including the role for the key individual, for each project provided in B21.1(d); and
 - (f) Individual references for each of the reference projects provided in B21.1(c). Each reference should consist of a client name, contact name and position title, email address, telephone number and a brief description of the project. References will be used to confirm the information provided.

B22. PROJECT METHODOLOGY/PHILOSOPHY

- B22.1 Further to B18.1(d), the Proponent should submit information in sufficient detail for the City to evaluate the team's proposed approach to delivering the project by providing:
- (a) Their philosophy and approach;
 - (b) Their proposed methodology for quality control/quality assurance;
 - (c) Their proposed methodology for organizing and managing the project; and
 - (d) Their proposed methodology for commissioning and services during the warranty period.

B23. INSURANCE

- B23.1 Outlined herein for the Proponent's information is the minimum insurance coverage that will be included in the Bid Opportunity document:
- (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, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;

- (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 two (2) million dollars (\$2,000,000.00) inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

B24. PERFORMANCE SECURITY

- B24.1 Outlined herein for the Proponent's information is the performance security requirements that will be included in the Bid Opportunity document (See Part C – Attachments for Sample Forms):
- (a) A performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) An irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) A certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- B24.2 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- B24.3 If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to B12.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and 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.

B25. SAFETY PROGRAM/CERTIFICATE OF RECOGNITION

- B25.1 Outlined herein for the Proponent's information is the Safety Program/Certificate of Recognition requirements that will be included in the Bid Opportunity document.
- B25.2 The bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/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/>).

B26. SECURITY CLEARANCE

- B26.1 Outlined herein for the Proponent's information is the security clearance requirements that will be included in the Bid Opportunity document.
- B26.2 Each individual proposed to perform Work under the Contract within City facilities shall be required to provide a Criminal Record Search Certificate and a Public Safety Verification Check as detailed below:
- B26.3 Public Safety Verification Checks may be obtained from BackCheck by visiting <http://www.backcheck.net/cityofwinnipeg>. The results of the Public Safety Verification Check must be received by the City directly through BackCheck.
- (a) Proponents must set up an account with BackCheck under their company name and grant BackCheck permission to share the results of the Public Safety Verification Check with the City of Winnipeg.
 - (b) Proponents will then be contacted by BackCheck with instructions on how to complete the Public Safety Verification Check
 - (c) If additional assistance is required to obtain the Public Safety Verification Check, the Bidder may contact the following BackCheck Representative:
Linda Ferens
Email: lferens@backcheck.net
Phone: (204)999-0912
- B26.4 The Criminal Record Search Certificate may be obtained from any one of the following:
- (a) The police service having jurisdiction at the individual's place of residence;
 - (b) BackCheck by visiting <http://www.backcheck.net/cityofwinnipeg>. The Criminal Record Search Certificate must be received by the City directly through BackCheck.
 - (i) Proponents must set up an account with BackCheck under their company name and grant BackCheck permission to share the Criminal Record Search Certificate with the City of Winnipeg.
 - (ii) Proponents will then be contacted by BackCheck with instructions on how to complete the Criminal Record Search Certificate.
 - (iii) If additional assistance is required to obtain the Criminal Record Search Certificate, the Bidder may contact the following BackCheck Representative:
Linda Ferens
Email: lferens@backcheck.net
Phone: (204)999-0912
 - (c) The core of Commissionaires: Forms to be completed can be found at <http://www.commissionaires.mb.ca>
- B26.5 Prior to the commencement of any Work specified in 1.1 and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall provide a Criminal Record Search Certificate and a Public Safety Verification Check obtained not earlier than one (1) year prior to the Submission Deadline for each individual proposed to perform such Work
- B26.6 Any individual for whom a Criminal Record Search Certificate or a Public Safety Verification Check is not provided, or for whom a Criminal Record Search Certificate or a Public Safety Verification Check indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work specified in 1.1.
- B26.7 Any Criminal Record Search Certificate and Public Safety Verification Check obtained thereby will be deemed valid for one (1) year beyond the date which it was obtained. If the Consultant continues to perform work as specified in 1.1 beyond this date, they will be required to provide

the Contract Administrator with an updated Criminal Record Search Certificate and Public Safety Verification Check

- B26.8 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 Record Search Certificate or Public Safety Verification Check. Any individual who fails to provide a satisfactory Criminal Record Search Certificate or Public Safety Verification Check as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in 1.1.

B27. NON-DISCLOSURE AGREEMENT

- B27.1 Included in Part C – Attachments for the Proponent's information is a sample of a Non-Disclosure Agreement which the Pre-qualified Proponents will have to enter into before the Bid Opportunity document will be provided to them.

B28. SUBSTITUTIONS

- B28.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute Person. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the Bid Opportunity has been issued, from the Bid Opportunity process.

B29. NON-CONFORMING SUBMISSIONS

- B29.1 Notwithstanding B18.1, with the exception of B17.4, if a Proponent's Submission is not strictly in accordance with any provision of this RFQ, the City may, at its option:
- (a) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
 - (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.
- B29.1.1 If the non-conformance is an omission, the City may, at its discretion, give the Proponent up to five (5) Business Days to supply the omitted material.
- B29.2 If the requested information is not submitted by the time specified in B29.1.1, the Submission will be determined to be non-responsive.

B30. PROPONENT'S COSTS AND EXPENSES

- B30.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

EVALUATION

B31. EVALUATION CRITERIA

- B31.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

EVALUATION CATEGORY	WEIGHTING (%)
(a) Conformance to Mandatory Requirements or acceptable deviation therefrom.	Pass/Fail
(b) Experience of Proponent(s)	30
(c) Experience of the Proponent's Key Personnel	50
(d) Project Methodology/Philosophy	20
TOTAL SCORE	100

B31.2 Further to B31.1(a) and B29, the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations of other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B31.3 Further to B31.1(b), experience shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted.

B31.4 Further to B31.1(c), the Proponent's key personnel shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted.

B31.5 Further to B31.1(d), the project methodology/philosophy submitted in reference to the Proponent's organization and plan, project experience and references submitted.

B31.6 Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B31.7 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.

B31.8 The City may, in its sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to its Submission.

B31.9 Further to B31.3, B31.4 and B31.5 a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 50% of the points for each category.

B32. NO CONTRACT

B32.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.

B32.2 Although it is the intention of the City to establish a short-list of Proponents to participate in the RFP stage of the procurement process, the City reserves the right and the full power to give

notice in writing of any change to its Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the Bid Opportunity, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.

- B32.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- B32.4 If the City proceeds to request a more detailed proposal, only to Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:
- (a) only one Submission is received; or
 - (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.
- B32.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B32.6 Following the conclusion of the RFQ process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.

PART C - ATTACHMENTS

C1. ATTACHMENTS

- C1.1 The following are attached for the Proponent's information:
- (a) Sample Form H1: Performance Bond
 - (b) Sample Form H2: Irrevocable Standby Letter of Credit
 - (c) Non-Disclosure Agreement

FORM H1: PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT

_____ (hereinafter called the "Principal"), and

_____ (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO.

SUPPLY, INSTALLATION AND COMMISSIONING OF AN INTERNET PROTOCOL BASED VIDEO SURVEILLANCE SYSTEM

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO.

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NON-DISCLOSURE AGREEMENT

To register, please complete and return this Non-Disclosure Agreement (NDA) by Fax: (204) 949-1178 or by email (pdf format) to:

TO: The City of Winnipeg
Attn: Contracts Officer

REFERENCE: Bid Opportunity No. **Insert Bid Opp. #**
Supply, Installation and Commissioning of Internet Protocol Based Video Surveillance System

NON-DISCLOSURE AGREEMENT (NDA)

In consideration of receiving information from the City of Winnipeg, (the "City") related to Bid Opportunity No. **Insert Bid Opp. #, Insert Bid Opp. Name,**
_____ (company name of the Recipient) agrees as follows:

1. The Recipient acknowledges that their employees or representatives or Team Members may receive information pertaining to certain trade secrets and confidential information of the City, its consultants, contractors, suppliers or residents (the "information"). Information includes all information made available to Registered Parties through an FTP site or by email, and includes but is not limited to, any of the following:
 - i. Drawings, reports, previous tenders and specifications and conceptual design information related to the **Insert Bid Opp. Name**;
 - ii. Compilations of data, information, or other documents concerning business, methods, practices, and strategies;
 - iii. Information deemed sensitive or private under the laws of Manitoba;
 - iv. Information about residents of the City;
 - v. Confidential, proprietary or trade secret information submitted by suppliers, consultants or contractors to the City for study, evaluation or use; and
 - vi. Any other information not generally known to the public (including but not limited to information about operations, products or services) which, if misused or disclosed, could adversely affect the reputation and/or business of the City.

The Recipient recognizes that disclosure of the information to any unauthorized person may expose the City to substantial and irreparable harm, and agrees that, except as directed by the City, they will not at any time disclose any information to any person or permit any person to examine and/or make copies of any documents which contain or are derived from the information.

2. The Recipient agrees that upon request by the City, the Recipient shall turn over to the City all documents, papers or other material in his/her possession or

under his/her control which may contain or be derived from the information, together with all documents, notes or other work product which is connected with or derived from the Recipient's interest in the City, whether or not such material is at the date hereof in the Recipient's possession.

3. The Recipient acknowledges that disclosure of any information will give rise to irreparable injury to the City, inadequately compensable by damages. Accordingly, the City may seek and obtain injunctive relief against the Recipient for any breach or threatened breach of this Agreement, in addition to any other legal remedies which may be available.

4. The provisions of this Agreement shall survive indefinitely and shall be enforceable notwithstanding the existence of any claim or cause of action by either party against the other.

5. This Agreement shall be enforceable in and construed in accordance with the laws of the Province of Manitoba, Canada.

6. This Agreement, Bid Opportunity No. **Insert Bid Opp. #**, contains the entire agreement of the parties relating to the information. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, an authorized representative of the Recipient has executed and delivered this Agreement, as of the **Insert day** day of **Insert Month**, 2014.

Authorized Signature _____

Print Name: _____

Title: _____

Registered Party Contact:

Company Name: _____

Contact Name: _____

Title: _____

Telephone: _____ Fax: _____

Email: _____

FTP access information (please check one):

____ Please email the FTP access information to the above contact

____ Please email the FTP access information to:
