



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 640-2015**

**REQUEST FOR PROPOSAL FOR PROJECT MANAGEMENT SERVICES FOR P25 RADIO  
SYSTEM DEPLOYMENT**

**Proposals shall be submitted to:**

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

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROJECT MANAGEMENT SERVICES FOR P25 RADIO SYSTEM DEPLOYMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 11, 2015.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), 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.

B3.3 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.

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

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

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a 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.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B5. ADDENDA**

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

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

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. PROPOSAL SUBMISSION**

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8;

B6.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to the Project (Section D) in accordance with B10; and
- (c) Project Understanding and Methodology (Section E) in accordance with B11.

B6.3 Further to B6.1, 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.

B6.4 Further to B6.2, 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.

B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.

B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates their strengths.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(a).

B6.8 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.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B7. PROPOSAL (SECTION A)**

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 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.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 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.

B7.4 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 its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 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.

## **B8. FEES (SECTION B)**

B8.1 The Proposal shall include a Fixed Fee for all phases identified in D4 Scope of Services.

- B8.2 Notwithstanding C1.1 (b), the proposal shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.3 The proposal shall also include, as a separate attachment, a Schedule of Hourly Fees for key personnel assigned to the project, for additional work required to complete the project, but not anticipated at the time of award of contract.
- B8.3.1 640-2015 Person Hours and Consulting Fees form has been provided for the convenience of Proponents.
- B8.4 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.5 Payments to Non-Resident Project Managers are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS, IF NECESSARY (SECTION C)**

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants, if necessary, in managing all aspects of multi-site Public Safety land mobile radio systems and Services implementation on up to three projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) role of the Project Manager;
  - (c) project's original contracted cost and final cost;
  - (d) project planned/baseline and actual schedule;
  - (e) project owner;
  - (f) reference information for each project listed in B9.1(a) (company name, contact name, email address, phone number). References will be used to confirm the information provided.
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

**B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for a multi-site Public Safety land mobile radio systems project or projects of similar complexity, scope and value, including the principals-in-charge, the Project Managers Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

- B10.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
  - (b) Role of the person;
  - (c) Project Owner;
  - (d) Reference information (two current names with telephone numbers and email addresses per project).

**B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) Project Management Services During Pre-Implementation Phase;
  - (c) Project Management Services During Implementation Phase;
  - (d) Project Management Services During Post-Implementation Phase.
  - (e) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

**B12. DISCLOSURE**

- B12.1 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.
- B12.2 The Persons are:
- (a) N/A.

**B13. QUALIFICATION**

- B13.1 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;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
  - (d) have or establish and staff an office in Winnipeg for the duration of the Project.

- B13.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B13.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, complexity, scope and value; and
  - (b) be fully capable of performing the Services 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 E - .
- B13.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, further proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.
- B13.5 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 Services.

#### **B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B14.1 Proposals will not be opened publicly.
- B14.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/> .
- B14.3 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.
- B14.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Contract Administrator.

#### **B15. IRREVOCABLE OFFER**

- B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

#### **B16. WITHDRAWAL OF OFFERS**

- B16.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B16.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2 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.
- B16.1.3 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 B16.1.3(b), declare the Proposal withdrawn.
- B16.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B15.2 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.

## **B17. INTERVIEWS**

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

## **B18. NEGOTIATIONS**

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

## **B19. EVALUATION OF PROPOSALS**

- B19.1 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 Subconsultants, if any, pursuant to B12: (pass/fail)
  - (c) Fees; (Section B) 40%
  - (d) Experience of Proponent and Subconsultants; (Section C) 30%
  - (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
  - (f) Project Understanding and Methodology (Section E) 15%

- B19.2 Further to B19.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B19.4 Further to B19.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B19.5 Further to B19.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B19.6 Further to B19.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B19.7 Further to B19.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B19.8 Notwithstanding B19.1(d) to B19.1(f), where Proponents fail to provide a response to B6.2(a) to B6.2(c), the score of zero may be assigned to the incomplete part of the response.

## **B20. AWARD OF CONTRACT**

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B20.3 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.
- B20.4 The City may, at its discretion, award the Contract in phases.
- B20.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B20.5.1 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 Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

- B20.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B20.5 Further to Paragraph 6 of Form A: Proposal and C4, the successful Bidder will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B20.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B20.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Contract Administrator.
- B20.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Project Manager will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. CONTRACT ADMINISTRATOR**

D2.1 The Contract Administrator is:

Doug Hamm

Email: [dhamm@winnipeg.ca](mailto:dhamm@winnipeg.ca)

Telephone No. 204 986-2363

Facsimile No. 204 986-5966

D2.2 Proposal Submissions must be submitted to the address in B6.10

#### **D3. BACKGROUND**

D3.1 The City of Winnipeg requires access to a P25 two-way radio network to support the operations of the Winnipeg Police Service, Winnipeg Fire Paramedic Service and potentially other City of Winnipeg departments. The City intends to either lease access to such a service from a network provider with an existing or soon to be completed network, or alternatively, the City of Winnipeg will consider the purchase of the necessary infrastructure with the intention of operating our own P25 network and will consider interfacing to other local or regional networks.

D3.2 RFP 635-2014 for purchasing of P25 Radio system and services was issued in November 2014 and closed on January 9, 2015. This is an extremely complex radio technology project requiring knowledge and understanding of Public Safety land mobile radio technology and Public Safety standards. Responses to the RFP are currently being evaluated and it is anticipated that Project Manager will commence work following an award of contract.

#### **D4. SCOPE OF SERVICES**

D4.1 The Services required under this Contract consist of the following Work in accordance with these phases, for the period from September 1, 2015 until February 28, 2017, with the option of one (1) mutually agreed upon three (3) month extension:

- (a) Pre-project implementation;
- (b) Project Initiation;
- (c) Project Planning;
- (d) Project Delivery;
- (e) Project Transfer;
- (f) Project Close out; and
- (g) Post implementation.

D4.2 The City is seeking to contract with a Project Manager to oversee all aspects of the implementation of the P25 Radio System implementation. The Project Manager will be responsible for the delivery of services to the Project. The Project Manager will manage the project using generally adopted project management methodologies and skills in accordance with City of Winnipeg Standards. The Project Manager shall not be replaced without the prior written consent to the Contract Administrator.

- D4.3 Project Management is the comprehensive management and control of all aspects of the project through all phases of its life to achieve prescribed objectives defined in terms of schedule, aesthetics, functionality, initial cost, life cycle cost, quality and efficient and effective operations. Through the application of appropriate management techniques, the Project Manager will direct and coordinate efforts of the project team to achieve the objectives of the project to meet the City's requirements.
- D4.4 In general, the Project Manager shall provide project management services for all stages of project delivery from pre-project implementation through the Initiation Phase, Planning, Delivery, Transfer, Close out and post-implementation phase in accordance with, but not limited to, the following:
- (a) General services:
    - (i) Develop detailed general project management protocols necessary to ensure that the project is monitored, controlled and delivered in the most efficient and effective manner necessary to meet all project schedules, budgets and objectives.
  - (b) Project Management Services During Pre-project implementation Phase:
    - (i) Develop a working knowledge of City stakeholders, facilities, operations, and interfaces with City staff necessary to identify requirements for an implementation plan.
    - (ii) Prepare internal and external project communication material as required.
    - (iii) Develop a working knowledge of the hardware, software and services to be provided by the supplier of the P25 Radio System and Services necessary to identify requirements for an implementation plan.
    - (iv) Develop detailed project plans and related documentation including but not limited to a project implementation plan, a communications plan, and a risk registry for all required tasks to successfully implement the P25 Radio System at the minimum cost with the minimum disruption to the operations of Winnipeg Police, Winnipeg Fire Paramedic Service and any other identified stakeholders. These plans must be approved by the Contract Administrator before implementation.
  - (c) Project Management Services During Implementation Phase (Initiation, Planning, Delivery, Transfer and Close out):
    - (i) Manage all aspects of implementation by the P25 Radio System Supplier, City staff and other City Contractors to ensure that the project is delivered in the most efficient and effective manner, with minimal disruption to the Public and City operations and that it meets all project schedules, budgets and objectives.
    - (ii) Prepare project communications including but not limited to executive briefings and regular status reports.
    - (iii) Maintain a formal change control process to ensure that any scope, schedule, and cost modifications are well understood, communicated and follow an approval process.
  - (d) Project Management Services During Post-Implementation Phase:
    - (i) Manage all aspects of the post-implementation tasks necessary to effectively address deficiencies and non-conformance issues that occur during the warranty period to ensure that the delivered P25 Radio System operates in the most efficient and effective manner, with minimal disruption to the Public and City.
- D4.5 In the event of a change in the Scope of Work requirements, the City reserves the right to negotiate additional Work under this Contract with the successful Bidder.
- D4.6 For the purposes of this Scope of Work the warranty period is deemed to be a period of 90 days with no service impacting failures.
- D4.7 The Project Manager shall not add, remove or replace any key personnel, or Subcontractor, nor change any part of the Work to be performed, without the prior approval of the Contract Administrator.

D4.8 Notwithstanding D4.1, 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.

#### **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 Project Manager are the property of the City and shall not be appropriated for the Project Managers own use, or for the use of any third party.

D5.2 The Project Manager 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 Project Manager to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Project Manager by the City or acquired by the Project Manager 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 Project Manager who violates any provision of D5 may be determined to be in breach of Contract.

#### **SUBMISSIONS PRIOR TO START OF SERVICES**

#### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 The Project Manager 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 Project Manager does not carry on business in Manitoba, in the jurisdiction where the Project Manager does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

#### **D7. INSURANCE**

D7.1 The Project Manager shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D7.2 As a minimum, the Project Manager shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
  - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
  - (ii) all sums which the Project Manager shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
  - (iii) coverage for Products/Completed Operations, Blanket Contractual, Project Manager's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;

- (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Project Manager directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$ 500,000 per claim and \$ 1,000,000 in the aggregate.
- D7.2.1 The Project Manager's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D7.3 The policies required in D7.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D7.4 The Project Manager shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).
- D7.5 The Project Manager shall provide the Contract Administrator with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D7.8.
- D7.6 The Project Manager may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.7 All insurance, which the Project Manager is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.8 The Project Manager shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D8. COMMENCEMENT**

- D8.1 The Project Manager shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D8.2 The Project Manager shall not commence any Services until:
  - (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D6;
    - (ii) evidence of the insurance specified in D7;
  - (b) the Project Manager has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D8.3 The City intends to award this Contract by August 28, 2015.

### **D9. CRITICAL STAGES**

- D9.1 The Project Manager shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Project Initiation;
- (b) Project Delivery;
- (c) Project Transfer;
- (d) Project Close out.

## PART E - SECURITY CLEARANCE

### E1. SECURITY CLEARANCE

- E1.1 The City will conduct a Level Two Security Clearance Check, for each individual proposed to perform Work under the Contract.
- E1.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract.:
- (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.
- E1.3 Each individual proposed to perform Work under the Contract 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.
- E1.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work.
- E1.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work.
- E1.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.

- E1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract.
- E1.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:  
Winnipeg Police Service  
Division 30 Services  
Attn: Service Security Officer  
151 Princess Street  
Winnipeg, Manitoba  
R3B 1L1

