



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 691-2015

PROVISION OF CISCO HARDWARE, SOFTWARE AND MAINTENANCE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF CISCO HARDWARE, SOFTWARE AND MAINTENANCE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 6, 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 D4.1.

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

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

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

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

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

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B20.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices.
 - (c) Experience of Bidder and Subcontractors (Section C) in accordance with B11;
 - (d) Pre-Sales Support, Ordering and Post-Sales Support (Section D) in accordance with B12
- B7.2 The Proposal should also consist of the following components:
- (a) Value Added Services (Section E) in accordance with B13.
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Bidders should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and three (3) copies (copies can be in any size format) for sections identified in B7.1.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Bidders are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Bidder's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Bidder that is associated with the preparation of the Proposal shall be borne solely by the Bidder.

B8. PROPOSAL (SECTION A)

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. DISCLOSURE

- B9.1 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.
- B9.2 The Persons are:
- (a) Cisco Systems, Inc.

B10. PRICES

- B10.1 The Bidder shall state a fixed % discount off the standard Cisco Global Canada Price List, that is current at time of order, for Items 1 & 2 of the Work identified on Form B: Prices.
- B10.2 The Bidder shall state an hourly rate in Canadian funds for each of Items 3 to 11 of the Work identified on Form B: Prices.

- B10.3 Any additional costs must be clearly identified as extra costs or otherwise shall be deemed as included in the pricing provided.
- B10.3.1 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B10.3.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- B10.4 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.5 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B11. EXPERIENCE OF BIDDER AND SUBCONTRACTORS (SECTION C)

- B11.1 Proposals shall include a profile of their company that describes these following:
- (a) Experience in the provision of Cisco hardware, software, maintenance and services similar in scope as this Request for Proposal;
 - (b) Location of the office that will be responsible for support to the City of Winnipeg;
 - (c) Overview and qualifications of the team that will be directly involved in support of the services specified in this Request for Proposal;
 - (d) Length of time in business;
 - (e) Customer references on up to three projects of similar complexity, scope and value.
- B11.2 Bidder shall describe what Cisco partner specializations they have. The specializations that are most applicable to the City of Winnipeg are:
- (a) Advanced Data Centre Networking Infrastructure;
 - (b) Advanced Routing and Switching;
 - (c) VPN Security Specialization;
 - (d) Advanced Wireless LAN.
- B11.3 The Bidder shall provide details demonstrating the history and experience of the Bidder and Subcontractors in providing services on up to three projects of similar complexity, scope and value
- B11.3.1 For each project listed in B11.3, the Bidder should submit:
- (a) description of the project;
 - (b) role of the Bidder;
 - (c) reference information (two current names with telephone numbers per project).
- B11.3.2 Where applicable, information should be separated into Bidder and Subcontractor project listings.

B11.4 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 Bidder and all Subcontractors.

B12. PRE-SALES SUPPORT, ORDERING AND POST-SALES SUPPORT (SECTION D)

B12.1 PRE-SALES SUPPORT

- (a) Bidders shall describe what pre-sales technical resource support is available to assist with design and configuration of Cisco products for major projects.
- (b) Bidders shall describe their capacity and ability to provide demo Cisco products for evaluations including lead times and technical resources to assist.

B12.2 ORDERING

- (a) Bidders shall describe what product configuration support is available and their ordering processes and options.
- (b) Bidders shall describe what options are available for urgent orders including timelines and what additional expenses applicable.
- (c) Bidders shall describe what order tracking is available to the City of Winnipeg.

B12.3 POST SALES SUPPORT

- (a) Bidders shall describe what support they shall provide in terms of tracking and advising the City of Winnipeg on pro-active notification of End of Life, End of Support and end of Warranty on Cisco products.

B13. VALUE-ADD SERVICES (SECTION E)

B13.1 The Bidder should specify what value-added services or features are available with their Proposal beyond what has been specified in Part E. The Bidder should specify if there are any limits or conditions for their availability.

B14. QUALIFICATION

B14.1 The Bidder shall:

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

B14.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B14.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) be a Canadian Cisco Gold Certified Partner or above.
- B14.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator:
- (a) of the qualifications of the Bidder and of any proposed Subcontractor;
 - (b) **that they are capable and authorized to register any Cisco Smart Net Total Care maintenance that is purchased for Cisco products on behalf of the City of Winnipeg.**
- B14.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B14.6 The Bidder shall have the following minimum qualifications and knowledge for staff providing professional services:
- (a) Minimum of four years progressive work experience in network information technology installation and support;
 - (b) Thorough working knowledge of Cisco systems software, hardware, and techniques. Cisco certifications such as Cisco Certified Network Associate (CCNA) or Cisco Certified Network Professional (CCNP) or higher is an asset;
 - (c) Demonstrated ability to investigate, analyze, evaluate and resolve network and PC related problems;
 - (d) Experience working with LAN/WAN infrastructure technologies such as SNMP, IP Routing Protocols, Ethernet, firewalls, Wireless LANs, VPNs and switching VLAN design and setup;
 - (e) Experience working with a combination of the following network infrastructure products (Windows Server, TCP/IP, Cisco IOS);
 - (f) Demonstrated ability to analyze system problems and to carry out corrective actions;
 - (g) Knowledge of network security methods and procedures;
 - (h) Physically able to lift computer equipment up to 10 - 20 kg;
 - (i) Demonstrated ability to communicate effectively both orally and in writing;
 - (j) May be required to obtain a Criminal Record Search Certificate.
- B14.7 For pre-sales, ordering and post-sales qualifications:
- (a) The Bidder's pre-sales team must have demonstrated experience in working with enterprises with similar size network and scope as the City of Winnipeg's.
 - (b) The Bidder's pre-sales team would ideally be primarily based locally in Winnipeg.
 - (c) The Bidder's pre-sales system engineer resources must have very strong layer 2 and 3 networking skills and strong skills in enterprise network designs including large fiber optic metropolitan area networks and wide area networks.
 - (d) The Bidder's pre-sales team must have excellent presentation, communication and customer interaction skills as they would be required to discuss requirements and solutions with technical network staff as well as business stakeholders.
 - (e) The Bidder's pre-sales team must be able to develop enterprise solutions proposals to meet the City's requirements, present technical white board demonstrations, perform technical presentations, use configuration tools to provide detailed listings of products comprising the solution, and create design diagrams of solutions.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.

B15.2 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/>

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders

without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B14: (pass/fail)
- (c) Cisco Hardware & Software pricing (Item 1 Form B: Prices) 40%
- (d) Cisco Smart Net Total Care (Item 2 Form B: Prices) 30%
- (e) Professional services (Items 3 to 12 Form B: Prices) 5%;
- (f) Experience of Bidder and Subcontractors (B11) 5%
- (g) Pre-Sales Support, Ordering and Post-Sales Services (B12) 15%
- (h) Value-Add Services (B13) 5%
- (i) economic analysis of any approved alternative pursuant to B6;

B20.2 Further to B20.1(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.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B20.4 Further to B20.1(c), the Cisco Hardware & Software pricing shall be evaluated considering the percentage discount indicated for Item 1 shown on Form B: Prices.

B20.5 Further to B20.1(d), the Cisco Smart Net Total Care pricing shall be evaluated considering the percentage discount indicated for Item 2 shown on Form B: Prices.

B20.6 Further to B20.1(e), Professional Services will be evaluated considering the hourly rates and quantities indicated for Items 3 to 11 shown on Form B: Prices.

B20.7 Further to B20.4 and B20.5, the following total dollar amounts will be used for evaluating the annual cost for Items 1 and 2.

- (a) \$471,200 in Year 1 of contract (2016);
- (b) \$498,600 in Year 2 of contract (2017);
- (c) \$397,000 in Year 3 of contract (2018).

B20.8 Further to B20.1(f), Experience of Bidder and Subcontractors will be evaluated considering the information submitted in response to B11.

B20.9 Further to B20.1(g), Pre-Sales Support, Ordering and Post-Sales Services will be evaluated considering the information submitted in response to B12.

- B20.10 Further to B20.1(h), Value-Add Services will be evaluated considering the information submitted in response to B13.
- B20.11 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B20.
- B21.4 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B21.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B21.6 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of provision of Cisco hardware, software and maintenance for the period from December 1, 2015 until November 30, 2018, with the option of two (2) mutually agreed upon one(1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on December 1 the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

- (a) Provision of Cisco hardware and software
- (b) Provision of Cisco Smart Net Total Care maintenance
- (c) Provision of professional services

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

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

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

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

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Cisco**" means Cisco Systems, Inc.;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Stanley Yuen
Network Infrastructure & Services Coordinator

Telephone No.: 204 986-6843

Facsimile No.: 204 986-5966

Email: syuen@winnipeg.ca

D4.2 Bids Submissions must be submitted to the address in B7.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D6.2 **Bids Submissions** must be submitted to the address in B7.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D8. COMMENCEMENT

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

D9. DELIVERY

D9.1 Goods shall be delivered within twenty (20) Calendar Day(s) of the placing of an order, f.o.b. destination, freight prepaid to:

The City of Winnipeg
Corporate Support Services Department
5th Floor – 510 Main St.
Winnipeg, Manitoba, Canada
R3B 1B9

D9.2 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

D10. ORDERS

D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D11. RECORDS

D11.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D11.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) delivery date(s); and
- (d) description and quantity of goods supplied.

D11.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D12. INVOICES

D12.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

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

D12.2 Invoices must clearly indicate, as a minimum:

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

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12.4 Bids Submissions must be submitted to the address in B7.

D13. PAYMENT

D13.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D13.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D14. WARRANTY

D14.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. BACKGROUND INFORMATION

- E2.1 The City of Winnipeg's network uses Cisco products to provide local area switched networks and wide area network connectivity for over 160 City buildings using a variety of communication options. Large remote LANs are connected to the backbone network at gigabit speeds on the City's dark fibre optic networks and medium and small sized remote LANs are connected using 10 or 100 Mbps leased connections, high speed microwave or site-to-site VPNs. The managed LAN infrastructure includes over 550 Cisco Catalyst switches and over 180 Cisco Wireless LAN access points. IP Telephony infrastructure and voice traffic over the internal network is supported for the City's call centres and land lines. Secured remote access connectivity for staff and external contractor access is available through IPSEC and SSL VPN connectivity on Cisco ASA appliances.

E3. GOODS AND SERVICES

- E3.1 The Contractor shall supply Cisco hardware, software, and maintenance in accordance with the requirements hereinafter specified.
- E3.2 All goods supplied under this Contract shall be new and unused. The licenses and Smart Net for all Cisco products supplied must be legal and registered to the City of Winnipeg. Refurbished products or product with a previous owner are not acceptable.
- E3.3 Smart Net maintenance provided shall be Cisco Smart Net Total Care Services
- E3.4 The Contractor shall register, to the City of Winnipeg, any Smart Net that is purchased for Cisco products on behalf of the City of Winnipeg.
- E3.5 For pre-sales, ordering and post-sales:
- (a) the Contractor must be able to provide demo Cisco products upon request that will be available to the City to test at no cost for at least a ninety (90) day period.
 - (b) the Contractor must provide resources to assist with order configurations as required which can include support staff available by email and telephone and/or online product configuration tools.
 - (c) the Contractor must have a defined process and costing model for escalating urgent orders that need to be delivered in less than one (1) business week.
 - (d) the Contractor must have a process or tools to be able to allow the City of Winnipeg to get status updates on product delivery times on a given order.
 - (e) the Contractor must be able to determine the Cisco end of life, end of support and end of warranty status of installed Cisco products at the City of Winnipeg if provided with an inventory of the products.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/>; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- F1.2 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- F1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.