



SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, APRIL 10, 2003

If the legal name or address below is not correct, please revise it before submitting your Proposal.

Company Name _____

Address _____

BUYER: BARRY TOBIN /ds
TELEPHONE NO. (204) 986-2126

You are invited to submit a proposal for:

PROVISION OF CELLULAR TELEPHONES AND AIRTIME FOR THE WINNIPEG POLICE SERVICE

in accordance with the Instructions to Offerers attached.

THE PROPOSAL SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)

TERMS AND CONDITIONS ATTACHED APPLY EXCEPT AS SUPERSEDED ABOVE OR BY SPECIFICATIONS (IF ANY) ATTACHED.

Early payment discount: _____ % _____ days
(See 1.5 of the Terms and Conditions attached.)

RETURN TO:

**THE CITY OF WINNIPEG 76-2003
CORPORATE FINANCE DEPARTMENT
MATERIALS MANAGEMENT DIVISION
185 KING ST MAIN FLOOR
WINNIPEG MB R3B 1J1**

Contact Person: (print) _____

Telephone Number: _____

Facsimile Number: _____

The Offerer hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Proposal.

The Offerer agrees that the Request for Proposal in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Proposal.

The Offerer certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. 1 No. 2 No. 3 No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of one hundred and twenty (120) days following the Submission Deadline.

Signature: _____

INSTRUCTIONS TO OFFERERS

1. PURPOSE

- 1.1 The purpose of this Request for Proposal is to invite Proposals from qualified Offerers for the Provision of Cellular Telephones and Airtime for the Winnipeg Police Service.

2. DEFINITIONS

- 2.1 When used in this Request for Proposal:

- (a) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) **"Buyer"** means the person authorized to represent the City in respect of the Request for Proposal;
- (c) **"Calendar Day"** means the period from one midnight to the following midnight;
- (d) **"Contract"** means the combined documents consisting of the Request for Proposal 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;
- (e) **"Contract Administrator"** means the person authorized to represent the City in respect of the Contract and is identified at the time of award of the Contract;
- (f) **"Contractor"** means the person undertaking the performance of the Work under the terms of the Contract;
- (g) **"may"** indicates an allowable action or feature which will not be evaluated;
- (h) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (i) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (j) **"Site"** means the lands and other places on, under, in or through which the Work is to be performed;
- (k) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (l) **"Work"** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;
- (m) **"Working Day"** means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.
- (n) **"WPS"** means Winnipeg Police Service.

- 2.2 Further to 2.1(b), the Buyer is:

BARRY TOBIN

3. SCOPE OF WORK

- 3.1 The work to be done under the contract shall consist of the provision of digital cellular telephone hardware and airtime for the use in approximately one hundred (100) WPS general duty units for the purposes hereinafter described.
- 3.2 Cellular telephone hardware and airtime for other purposes of the WPS and other City departments are supplied under other existing contracts and are excluded from the scope of this contract.

4. CURRENT SYSTEM

- 4.1 General

- (a) The WPS has approximately ninety five (95) general duty units to which they wish to maintain cellular telephones as an adjunct to the radio communications system;

- (b) The cellular telephones are used for the submission of reports and to assist police personnel in conducting their duties.

5. CURRENT AIR TIME AND NETWORK

- 5.1 Estimated total annual cellular airtime is one million five hundred thousand (1,500,000) minutes; this airtime and hardware is currently provided at no charge to the Winnipeg Police Service.
- 5.2 Network coverage within the boundaries of the City has a proven reliability history.

6. CURRENT USAGE

- 6.1 The WPS current usage pattern for cellular airtime is:
 - (a) 00:01 to 07:00 30%
 - (b) 08:00 to 17:00 40%
 - (c) 18:00 to 23:00 30%

7. DELIVERY

- 7.1 Goods shall be delivered within twenty one (21) Calendar Days of the award of Contract, f.o.b. destination, freight prepaid.
- 7.2 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days
- 7.3 Notwithstanding the foregoing, the City may terminate the Contract upon thirty (30) Calendar Days written notice by the Contract Administrator in the event that operational changes result in substantial changes to the requirement for the Work.

8. ASSIGNMENT

- 8.1 The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

9. SUBCONTRACTING

- 9.1 The Contractor shall not subcontract any portion of the Work to any person not identified as a Subcontractor in the Proposal without the prior written approval of the Contract Administrator.
- 9.2 If the Offerer proposes to subcontract any portion of the Work, he/she must submit a complete list of the proposed Subcontractors with the Proposal.
- 9.3 Where no Subcontractors are identified, it will be interpreted that the Offerer proposes to perform the Work with his/her own forces.
- 9.4 The fact that the Contractor is permitted to subcontract any portion of the Work as aforesaid shall not, however, relieve him of any responsibility for the proper commencement, execution and completion of the Work. The Contractor shall be fully responsible for each Subcontractor and his/her work and acts, and shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if he/she were performing the Work with his/her own forces.

10. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- 10.1 Information provided to an Offerer by the City or acquired by an Offerer 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. To the extent permitted, the City shall treat all proposals as confidential.
- 10.2 The Offerer 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.

- 10.3 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- 10.4 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- 10.5 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

11. INDEMNITY

- 11.1 The Contractor shall save harmless and indemnify the City for twice the contract price plus two million dollars, unless specifically stated otherwise in the contract documents, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his/her Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) failure to pay and obtain a discharge of a notice of claim for lien served upon the City in accordance with the requirements of The Builders' Liens Act;
 - (e) failure to pay a workers compensation assessment, or federal or provincial taxes;
 - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - (g) inaccuracies in any information provided to the City by the Contractor.
- 11.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.
- 11.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- 11.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

12. EVENTS OF DEFAULT

- 12.1 An event of default will be deemed to have occurred if the Contractor:
- (a) abandons the Work; or
 - (b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his/her creditors, or has a receiver or liquidator appointed in respect of his/her assets; or
 - (c) in the judgment of the Contract Administrator, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
 - (d) in the judgment of the Contract Administrator, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
 - (e) fails to remedy any defective or deficient Work, or to remove any defective or deficient goods; or

- (f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the Contract Administrator; or
- (g) fails to make prompt payment to his/her Subcontractors, his/her employees or on account of the purchase or rental of equipment or material; or
- (h) fails to promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act; or
- (i) fails to comply with any laws, by-laws or statutory regulations; or
- (j) fails to provide competent supervision for the Work; or
- (k) fails to submit any schedules, documents or information required by the Contract; or
- (l) refuses or neglects to comply with an order given by the Contract Administrator; or
- (m) commits any other breach of the Contract.

12.2 Any provision of the Contract may be waived only by express waiver in writing by the Contract Administrator. No express waiver of any provision shall imply the waiver of any other provision.

12.3 If an event of default has occurred, the City may do any one or more of the following:

- (a) withhold or retain the whole or part of any payment;
- (b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
- (c) demand payment for any amount owed to the City.

12.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

13. DISCREPANCIES

13.1 If the Offerer finds discrepancies or omissions in the Request for Proposal or any part thereof, or is unsure of the meaning or intent thereof, he/she shall notify the Buyer.

13.2 The Buyer will, if he/she deems it necessary, issue addenda to all Offerers.

13.3 The Offerer is advised to direct all enquiries or comments to the Buyer at least five (5) Business Days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.

14. PROPOSALS

14.1 Proposals must be in writing and must include as a minimum:

- (a) the Request for Proposal cover page completed with:
 - (i) the name and address of the Offerer;
 - (ii) the name and telephone number of a contact person authorized to represent the Offerer for the purposes of the Proposal;
 - (iii) the signature of a person or persons who have the authority to sign for the Offerer;
- (b) a clear description of the equipment offered, service and support staff and Subcontractors proposed;
- (c) a schedule of prices for all equipment, software and services necessary to meet the mandatory requirements of the specifications;
- (d) a list of currently operating installations complete with the type of system installed, number of years/months in use, a contact person name, telephone number and fax number for equipment being used in similar applications;

14.2 Upon the request of the Contract Administrator, Offerers shall provide, within four (4) Business Days of the request, the following:

- (i) Descriptive literature and/or information demonstrating conformance to the specifications;
- (ii) Representative sample of product(s) being offered.

15. SUBMISSION OF PROPOSALS

- 15.1 The Proposal must be submitted enclosed and sealed in an envelope clearly marked with the RFP Number and the Offerer's name and address. The Offerer is requested to submit three (3) copies of the Proposal.
- 15.2 The Proposal must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline.
- 15.3 Proposals received after the Submission Deadline will not be considered.
- 15.4 Proposals will not be opened or acknowledged publicly.

16. WITHDRAWAL OF PROPOSALS

- 16.1 The Offerer may withdraw his/her Proposal without penalty at any time prior to the Submission Deadline.
- 16.2 The Proposal shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. An Offerer who withdraws his/her Proposal after the Submission Deadline but before his/her Proposal has been released or has lapsed shall be liable for such damages as are imposed upon the Offerer by law and subject to such sanctions as the City considers appropriate in the circumstances.

17. INTERVIEWS

- 17.1 The Contract Administrator may, at his/her sole discretion, interview Offerers during the evaluation process.

18. NEGOTIATIONS

- 18.1 The City reserves the right to negotiate details of the Contract with Offerers.
- 18.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Offerer is advised to present his/her best offer, not a starting position for negotiations, in his/her Proposal Submission; the City will not necessarily pursue negotiations with any Offerer.
- 18.3 If, in the course of negotiations pursuant to 18.2 or otherwise, the Offerer amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Offerer from the Proposal as originally submitted.

19. EVALUATION OF PROPOSALS

- 19.1 Award of this Contract will be based on the following evaluation criteria:
 - (a) Conformance with mandatory requirements pass/fail;
 - (b) Qualifications of the Offerer 20%;
 - (c) Total contract cost 80%.

Conformance With Mandatory Requirements

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

Qualifications of the Offerer

- 19.3 Further to (b), the City may reject any Proposal submitted by an Offerer who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified. A responsible and qualified Offerer is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.
- 19.4 The Offerer shall:
 - (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Offerer and of any proposed Subcontractor including:

- (i) proof that he/she is incorporated or otherwise authorized to do business in Manitoba;
 - (ii) proof that he/she is financially capable of carrying out the terms of the Contract;
 - (iii) proof that he/she has successfully carried out works similar in scope and value, or is fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - (iv) such other pertinent data as may be required by the Buyer;
- (b) provide, on the request of the Buyer, full access to any of the Offerer's equipment and facilities to confirm, to the Buyer's satisfaction, that the Offerer's equipment and facilities are adequate to perform the Work.

Total Contract Cost

19.5 Further to (c), total contract cost will be evaluated considering early payment discount if offered.

20. AWARD OF CONTRACT

- 20.1 The City shall not be obligated to award a Contract to an Offerer, even though one or all of the Offerers are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- 20.2 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Offerer whose Proposal is determined to be the most advantageous to the City.
- 20.3 The City will give notice of the award of Contract by way of Letter of Intent or will give notice that no award will be made.
- 20.4 The Request for Proposal, including but not limited to the Specifications, Drawings and addenda, and the Contractor's Proposal shall be deemed to be incorporated in and to form a part of the Contract notwithstanding that they are not necessarily attached to or accompany said notice.
- 20.5 The name of the successful Offerer and the Contract amount will be made available, upon request, to Offerers only after award of Contract.

SPECIFICATIONS

1. GENERAL

1.1 These Specifications shall be applicable to the Work and shall take precedence over the Instructions to Offerers.

2. RESPONSE INSTRUCTIONS

2.1 Further to the Instructions to Offerers, some or all of the clauses of these Specifications require a response by the Offerer using the following codes:

<u>Response Code</u>	<u>Definition</u>
C	The proposed equipment or service complies with the requirement.
U	The proposed equipment or service does not currently comply with the requirement, but is under development and will comply by the time required to perform the Work.
X	The proposed equipment or service does not comply with the requirement.
A	The Offerer proposes an alternative.

2.2 In addition:

- (a) if the Offerer responds to any clause of the Specifications using response code **U**, he shall describe the development required, and the current and projected progress of such development;
- (b) if the Offerer responds to any clause of the Specifications using response code **A**, he shall describe the alternative and the way in which it would meet the City's needs;
- (c) if a further response is required by an instruction, marked by an asterisk (*) to the left of the instruction, the Offerer shall respond in accordance with such instruction.

2.2.1 The Offerer may insert his response directly below the instruction or provide it in a separate document included in his Proposal Submission.

2.2.2 If the response is provided in a separate document, the response must reference the number of the relevant clause of the Specifications. The Offerer is requested to not reiterate the clause itself in the attachment.

2.3 Failure to respond to a clause of the Specifications that requires a response will be interpreted as response code **X** (The proposed equipment or service does not comply with the requirement).

3. PROPOSED SYSTEM

3.1 General

The proposed system shall do the following:

- (a) The Offerer shall provide information of their proposed system for 100 cell phones and airtime for the Winnipeg Police Service.
- (b) The Offerer shall provide details of the security from electronic eavesdropping of the proposed system.

3.2 Hardware

- (a) Each cellular telephone shall come complete with a battery, desktop charger and swivel case.
- (b) Each cellular telephone shall be provided with an automotive holder or mount to safely secure it when not in use;
- (c) The Offerer shall provide information of the security features of their system.
- (d) The Offerer should provide a system to block long distance calling capability.
- (e) The Offerer should provide information about how to restrict enhanced features such as call forwarding and voice mail which are not required;

- (f) The Offerer should provide details showing enhanced features, call display is required on incoming calls and call blocking on outgoing calls. The ability to restrict outgoing calls is desirable;
- (g) The Offerer should provide details how each cellular telephone is powered from a standard 12V DC automobile cigarette lighter accessory outlet.
- (h) The Offerer should provide details about operation with a hands-free kit.
- (i) The Offerer should provide details and pricing for the hands-free units in their proposal;

3.3 Service

- (a) The Offerer should provide details about how they will provide service within fifteen (15) days.
- (b) The Offerer should provide details about the "loaner" hardware should be available for use while defective or damaged units are being serviced.

3.4 Current Air Time and Network

- (a) The Offerer is to provide details about cost for our estimated total annual cellular air time of one million five hundred thousand (1,500,000) minutes;
- (b) The Offerer should provide details about their network coverage within the boundaries of the City
- (c) The Offerer should provide details about their proven and reliability history.
- (d) The Offerer should provide details of the proposed network system and it's projected life cycle.

5. DURATION OF CONTRACT

- 5.1 The contract should be for a period of three (3) to five (5) years from the date of award. Offerers may submit proposals based on the duration of their choice within these approximate limits.