



**Municipal District of Opportunity No. 17
Request for Proposal (“RFP”)
For
Purchasing, installation and integration of new and existing security camera systems
RFP # CRS-2022-10**

Closing Time: January 6, 2023, 12:00PM MST

This is not a tender.

1.0 DEFINITIONS

The following definitions apply to the terms used throughout this document:

- 1.1 Closing Time means the date and time for the closing of this RFP as identified in section 3.1.
- 1.2 Contact means the position identified in section 2.2 and is responsible for managing the RFP process through whom all correspondence will flow, including receiving all commercial and technical questions and issuing addenda to this RFP.
- 1.3 Evaluation Team means the individuals who will evaluate the Proposals on behalf of the M.D.
- 1.4 Mandatory Requirements means those requirements in this RFP described with a “must”. Failure to provide mandatory information could result in a Proposal being rejected.
- 1.5 Proponent means a party responding to this RFP.
- 1.6 Proposal means the Proponent's response to the RFP and includes all the Proponent's attachments and presentation materials.
- 1.7 RFP means a Request for Proposal.
- 1.8 M.D means the Municipal District of Opportunity No. 17.
- 1.9 Work means the goods and services described in section 2.1 and in detailed in Appendix A.

2.0 REQUEST FOR PROPOSAL INVITATION

2.1 *Project Overview:*

This RFP is issued to invite Proposals for the M.D's requirements, hereinafter is referred to as Work. See Work definitions that are summarized below and detailed in Appendix A attached within.

The contract term for services, warranties, licenses and any other support agreements will be specified in any contract resulting from this RFP.

The Proponent acknowledges and agrees that this procurement process is a RFP and is not a tendering process. It is part of an overall procurement process intended to enable the M.D to identify one or more potential vendors for the requested product or service. The submission of a Proposal does not constitute a legally binding agreement between the M.D and any Proponent.



2.2 Contact Information:

It is the Proponent's responsibility to clarify interpretation of any matter the Proponent considers to be unclear before the Close of Questions Deadline, by contacting:

Rolanna Auger, Manager of Safety & Fire Services (General Inquires)
Email: rolannaa@mdopportunity.ab.ca or

Pieter Nagel, Information Services Technician (Technical Inquires)
Email: Pieter.Nagel@mdopportunity.ab.ca

All inquiries relating to this RFP shall be directed in writing via email to the Contact(s) above no later than three (3) business days (January 3, 2023) prior to Closing Time. Contact with any other M.D personnel, consultants, or others affiliates may result in non-acceptance of Proposals and Proponent disqualification.

The M.D is not responsible for any misunderstandings on the part of the Proponent regarding this RFP or its associated process. Questions will be deemed to be received once the questions submitted by Proponents have been received by the Contact noted above.

2.3 Delivery Requirements:

Proponents shall drop off one hard copy of their Proposal, at the Wabasca Main Office located at 2077 Mistassiniy Rd before the Closing date/time and must clearly reference this RFP number (RFP #CRS 2022-10).

2.4 Proposal Validity Period:

Proposals shall be valid for a period of 90 days from the Closing Date or other such period as may be agreed by the Proponent and the M.D.

2.5 Proposal Eligibility:

In order for Proposals to be eligible for consideration, they must:

- 2.5.1** be received on or before the Closing Time, at the email address specified in Section 2.3;
- 2.5.2** meet the Delivery Requirements, as specified in Section 2.3;
- 2.5.3** meet the Proposal Validity Period requirements, as specified in Section 2.4 and;
- 2.5.4** include a copy of the Acknowledgement Form – Appendix B signed by an individual authorized to do so on behalf of the Proponent.



3.0 Instructions to Proponents

3.1 *RFP Timetable:*

Interested parties should obtain the RFP directly from Alberta Purchasing Connection (APC) or the Municipal District of Opportunity #17 (M.D) website.

The timetable below shows the anticipated schedule to award this RFP. The dates shown are estimates. The M.D will strive to meet the activity dates shown; however, the M.D reserves the right to change the schedule as its sole discretion.

Activity	Date	Time
Issuance of RFP:	December 1, 2022	1:00 pm
Pre-Proposal Meeting, via Zoom	December 8, 2022	11:00 am
Close of Questions Deadline:	January 3, 2023	4:30 pm
Closing Date and Time:	January 6, 2023	12:00 pm (noon)
Anticipated Award Date:	TBD	

3.2 *General Conditions:*

3.2.1 *Business Code of Conduct*

Proponents must be aware that M.D employees hold exclusive loyalty to the M.D and must never be put in a position where personal or financial incentives or interests may impair their judgment and ability to make decisions in the best interest of the M.D. Proponents must not offer nor should a M.D employee accept any gifts, gratuities, discounts or any other favors from a supplier or potential supplier to the M.D.

3.2.2 *Consent to Use of Information*

By responding to this RFP, the Proponent consents, and has obtained the written consent from any individuals identified in the Proposal for the M.D to use the personal information provided in the Proposal to evaluate the Proposal.

3.2.3 *Conflict of Interest*

Proponents must fully disclose, in writing to the Contact on or before the Closing Time, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to the RFP. The M.D shall review any submissions by Proponents under this provision and may reject any Proposals where, in the opinion of the M.D, the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Proponent were to become a contracting party pursuant to the RFP.



3.2.4 Freedom of Information and Protection of Privacy Act (FOIP):

The M.D recognizes that each response may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The M.D also understands that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under law.

The Proponent should identify appropriate parts of its Proposal as confidential since this will clearly establish its expectations toward the document, both to the M.D as a public body and to the Information and Privacy Commissioner in any review or refusal of access. The M.D, however, may not be able to meet these expectations in every instance.

3.3 Pre-Submission Requirements:

3.3.1 Pre-proposal Meeting

A meeting will be held, via zoom, on December 8, 2022 at 11:00 am. Please send an email to rolannaa@mdopportunity.ab.ca no later than 10:30 am December 8, 2022 so that a meeting invite will be sent for the zoom meeting.

3.3.2 Request for Extension

Any request for an extension to the Closing Time will only be considered if received, in writing, three (3) (January 3, 2023) business days before the Closing Time and is requested from multiple firms.

3.3.3 Addenda

The M.D reserves the right to respond to questions, make clarifications and changes, in its sole discretion, to this RFP at any time prior to the Closing Time through the issuance of addendums. Should the M.D issue any addendums to the RFP, the changes will be posted on the Alberta Purchasing Connection (APC) and the M.D of Opportunity #17 (M.D) website: no other notices will be issued. Proponents are cautioned to ensure they have received and reviewed all addenda (if any) prior to submitting a Proposal. All addenda issued by the M.D form part of this RFP.

3.3.4 Cost of Preparation

The Proponent is responsible for all costs of preparing and presenting the Proposal.

3.4 Submission Requirements:

3.4.1 In evaluating the Proposals received, the M.D will consider all of the criteria listed below in Section 3.6, and the M.D will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the M.D has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

3.4.2 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the M.D to award points in respect of the criteria noted below (the "Evaluation Criteria").

3.4.3 Proposals and any accompanying documentation, upon receipt by the M.D, will become the property of the M.D and will not be returned to the Proponent.



3.5 Proposal Content:

Proposals submitted should be in enough detail to allow the M.D to determine the Proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed Work.

Proposals should contain, at minimum, the following items and should be identified accordingly:

3.5.1 Introduction

Introduces the Proponent and provides a summary of the qualifications of the Proponent and the Proponent's area of expertise

The Proposal should include:

- i. A description of the overall company, in sufficient detail to explain how the Proponent is organized and its areas of business. The description should be in sufficient detail to demonstrate how the staff, organization and financial resources ensure the ongoing ability to provide timely and professional services to the M.D.
- ii. Summary of the corporate history including the full legal name of the company, company address, name of the President/CEO/Owner/Partner(s) and the date the company started business.
- iii. Provide details of any and all subcontracting arrangements proposed by the Proponent.
- iv. Details of any joint ventures, consortiums or partnerships that may be used to complete the Work.

3.5.2 Experience and References

Proponent should provide a minimum of three (3) references with contact information for the purpose of evaluation of the Proposal.

References should include:

- a. the name of the references providing the reference;
- b. the contact name, title, address and telephone number;
- c. the size and nature of the client's business;
- d. the period of time dealing with the client.

3.5.3 Proposed Equipment and After-Sales Services

Proponent should identify persons or teams who will provide specific knowledge and experience in performing work for the projects and services requested in this RFP.

Proponents should include a schedule highlighting all critical dates including manufacturing lead times and related delivery information. This schedule should identify responsibilities of both the Proponent and the M.D.

Proponents should:

- a. provide complete breakdown of pricing,
- b. identify any discounts that may apply
- c. provide separate pricing for optional accessories
- d. provide all pricing information in Canadian funds, exclusive of G.S.T.;



3.5.4 Additional Information from Proponents

If the Proponent wishes to include any other option not specifically requested by this RFP, it may do so by including additional option, as appendices to the Proposal.

3.5.5 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- a. proposals shall be signed by an authorized representative for the Proponent; (Appendix B)
- b. if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal (as needed per corporate bylaw) shall be affixed;
- c. if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- d. if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- e. if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

3.5.6 Primary Contact Name

Provide the name of a single contact person for all future communications between the Proponent and the M.D. Also provide the name of a secondary contact in the event the primary is not available. These persons will be the sole contacts for the purposes of this RFP.

3.6 Evaluation of Proposals:

3.6.1 Clarification

The M.D. reserves the right to seek clarification from any Proponent to assist in the evaluation of its Proposal.

3.6.2 Acceptance or Rejection

Proponents are advised that all of the Instructions to Proponents and conditions of the RFP must be strictly complied with and any non-compliance may invalidate the Proposal in question. The M.D. reserves the right to reject any Proposal not adhering to material requirement set out in this RFP.

The M.D. may, in its sole discretion, accept or reject for its consideration any and all Proposals that contain minor and inconsequential irregularity, or where practicable to do so, the M.D. may, as a condition of acceptance of a Proposal, request a Proponent to correct a minor and inconsequential irregularity with no change in proposed price.

The determination of what is or is not a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity, will be at the sole discretion of the M.D.



3.6.3 Method

Once a proposal has been accepted as eligible, the M.D will evaluate it using a Weighted Matrix method. A sample matrix is shown in Figure 1 below. During the draft of the RFP, the M.D will select the evaluation criteria and assign a “weight” to each one. The weight indicates each criterion’s relative importance in determining the successful Bidder. Proposals will be evaluated against each criterion using a scoring scale from 0 to 5, with the resulting score then being multiplied by the assigned weight to give a Result. The Results are summed up to give a Total Score for the evaluation. The M.D will assign scores at its sole discretion.

Item	Criteria	Weight	Score	Result
1	Proposal Cost	60	3	180
2	Work Related Experience	20	5	150
3	Proposal Quality	20	4	40
	TOTAL	100	N/A	370

Figure 1 – Sample Weighted Matrix showing scores and Totals

In this sample, the vendor would have scored **three hundred and seventy (370) out of a possible total of five hundred (500)**. This Total will be compared against all other submissions, with the Proposal with the highest Total being deemed the Winning Proposal.

The M.D recognizes that “Best Value” is the essential part of purchasing a product and/or service and therefore the M.D may prefer a Proposal with a higher price, if it offers greater value and better serves the M.D’s interests, as determined by the M.D, over a Proposal with a low price. The M.D’s decision shall be final.

3.7 Recapitulation of Proposals

The M.D reserves the right to internally publish the names of Proponents and any summary cost information deemed appropriate.

3.8 Proposal Return

Proposals and accompanying documentation, upon receipt by M.D, will become the property of M.D and shall not be returned to the Proponent.

3.9 Negotiation and Selection

By submitting a Proposal, a Proponent accepts that a contract may be negotiated between the M.D and the Proponent whose Proposal is evaluated as the best value. The M.D reserves the right to negotiate with any Proponent, or more than one Proponent. If the parties after having negotiated in good faith are unable to conclude a formal agreement, the M.D and the Proponent will be released without further obligations other than any surviving obligations regarding confidentiality and the M.D may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude an agreement with it, and so on until an agreement is reached.

The M.D may at its discretion 1) negotiate with a Proponent to award a contract for all or a portion of the Work; 2) cancel this RFP and issue a new RFP with a new scope of work; or 3) cancel this RFP in its entirety.



3.10 Commitment

Proponents are advised that the M.D makes no commitment under this RFP. Any commitment resulting from this RFP will be made by means of a duly authorized contract.

3.11 Business License

The successful Proponent will be required to obtain licenses to operate in the Province of Alberta. To perform work within the M.D of Opportunity #17 the successful Proponent will be required to obtain a municipal business license. All costs associated with licensing, insurance and all other requirements are to be borne by Proponent.

3.12 Amendment or Revocation of Proposal

A Proponent may amend its Proposal prior to the Closing Time by submitting a clear and detailed written notice to the Contact. A Proponent may revoke its Proposal at any time prior to an agreement being entered into with M.D by submitting a clear and detailed written notice to the Contact.

3.13 Independent Determination

A Proposal will not be considered by the M.D if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

3.14 Funding

The M.D may cancel this RFP or decide not to enter into an agreement pursuant to this RFP if appropriate budget funding approval is not available.

3.15 Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

3.15.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;

3.15.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;

3.15.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;

3.15.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;

3.15.5 to hold harmless the M.D, its directors, officers, employees, agents, advisors, Municipal District of Opportunity #17 and all of their respective successors, from all claims, liability and costs related to all aspects of the RFP process;

3.15.6 that it shall not be entitled to claim against the M.D, its directors, officers, employees, insurers, agents, advisors and Municipal District of Opportunity #17 on grounds that any information, whether obtained from the M.D or otherwise, regardless of the manner or form in which the information is provided is incorrect or insufficient;



3.15.7 that the M.D will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the M.D's acceptance or non-acceptance of a Proposal; and

3.15.8 to waive any right to contest in any proceeding, case, action or application, the right of the M.D to negotiate with any Proponent for the Contract whom the M.D deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the M.D and acknowledges that the M.D may negotiate and contract with any Proponent it desires.

3.16 *Discretion of M.D*

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Article prevail, govern and override all other parts of this RFP. The M.D is not bound to accept any Proposal. At any time prior to execution of the Contract, the M.D may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The M.D reserves the right, in its sole and unfettered discretion, to:

3.16.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;

3.16.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work;

3.16.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;

3.16.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;

3.16.5 determine whether any Proposal meets the submission requirements of this RFP;

3.16.6 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP; and

3.16.7 transfer any negotiated or executed contractual documents to a related corporation.



3.17 Selection

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the M.D.

3.18 Disqualification

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by the M.D, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

3.19 Representations and Warranties

3.19.1 The M.D makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.

3.19.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.

3.19.3 No implied obligation of any kind by, or on behalf of, the M.D shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the M.D, are and shall be the only representations and warranties that apply.

3.19.4 Information referenced in this RFP, or otherwise made available by the M.D or any of its directors, officers, employees, agents or advisors, is provided for the convenience of the Proponent only and none of the M.D, its Directors, employees, agents and advisors warrant the accuracy or completeness of this information. **The Proponent is required to immediately bring forth to the M.D any conflict or error that it may find in the RFP.** All other data is provided for informational purposes only.

3.20 Future Purchases

Based on the M.D's satisfaction of the products, results, training, support and cost of the product provided, as a result of this RFP, the M.D reserves the right to directly purchase, without seeking future RFP's, for other M.D facilities, from the same supplier and/or manufacturer, in order to maintain consistency and continuity in the M.D's equipment and services.



Appendix A – Project Details

Overview

General Background

The M.D invites the submittal of written proposals from qualified vendors that specialize in surveillance camera systems. The M.D seeks to procure security system services with the intent to expand its current CCTV surveillance system that will provide enhanced video coverage for under surveilled areas.

Scope of Work

The Municipal District of Opportunity (M.D) is seeking to supply, install and integrate new and existing cameras and digital / network video recorders into a single video monitoring system accessible by authorized users over the internet.

Description:

External and internal multi-sensor and variable focus IP cameras with an onboard recording capability as well as recording to the NVR with a 90 day capability before over writing storage.

The M.D requires the installation and commissioning of between approximately 32 - 40 new cameras, depending on the camera location and model chosen.

The project includes installation of structured cabling and new cameras, and full commissioning of all camera deployments.

General requirements: Supply and install new IP (POE) cameras. The cost of each camera deployment must include Camera, manufactures mounting hardware, labor, misc. conduit, structured network cabling (Cat 5 or 6), patch panels where needed, and any other miscellaneous material required to perform the installation.

There is no requirement for purchasing and deploying new network switching equipment.

Vendor submissions should include the following items:

Hardware – include all costs for wiring and cameras needed to complete the job.

Installation – include all costs for installation of all wiring and physical mounting of all cameras.

Integration – To include time to focus or adjust cameras as needed

Provide certified test results for each Cat 6 Wiring run.

Provide an “As Built” drawing with all wiring locations (camera locations) labeled with their corresponding head end label.

Coordination of all wiring and conduit to all camera locations



Appendix B – Acknowledgement Form

Company / Proponent Name: _____

Address: _____

City: _____ Prov: _____ Postal Code: _____

Telephone: _____ Fax: _____

Website: _____ GST#: _____

Primary Contact: _____ Office: _____

Email: _____ Mobile: _____

Alternate Contact: _____ Office: _____

Email: _____ Mobile: _____

By signature below, the Proponent hereby acknowledges that 1) its understands and agrees with the RFP process described in this document, and 2) it has thoroughly reviewed the information contained in this RFP and has complied with the documents making up this Proposal, including all drawings and specifications as may be listed in the Index, and any amendments or addenda thereto:

Print Name

Title

Signature

Date