



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO.978-2011**

**SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF AN  
ENTERPRISE JOB SCHEDULER**

Proposals shall be submitted to:

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

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

|                  |   |
|------------------|---|
| Form A: Proposal | 1 |
| Form B: Prices   | 3 |

### PART B - BIDDING PROCEDURES

|  |   |
|--|---|
| B1. Contract Title                                   | 1 |
| B2. Submission Deadline                              | 1 |
| B3. Enquiries  | 1 |
| B4. Confidentiality                                  | 1 |
| B5. Addenda  | 1 |
| B6. Substitutes                                      | 2 |
| B7. Proposal Submission                              | 3 |
| B8. Proposal   | 3 |
| B9. Prices   | 4 |
| B10. Form N: Questionnaire                           | 5 |
| B11. Qualification                                   | 5 |
| B12. Opening of Proposals and Release of Information | 6 |
| B13. Irrevocable Offer                               | 6 |
| B14. Withdrawal of Offers                            | 6 |
| B15. Interviews                                      | 6 |
| B16. Negotiations                                    | 7 |
| B17. Evaluation of Proposals                         | 7 |
| B18. Award of Contract                               | 8 |

### PART C - GENERAL CONDITIONS

|                        |   |
|------------------------|---|
| C0. General Conditions | 1 |
|------------------------|---|

### PART D - SUPPLEMENTAL CONDITIONS

#### General

|  |   |
|--|---|
| D1. General Conditions                           | 1 |
| D2. Scope of Work                                | 1 |
| D3. Definitions                                  | 1 |
| D4. Contract Administrator                       | 2 |
| D5. Confidentiality and Ownership of Information | 2 |
| D6. Notices                                      | 2 |

#### Submissions

|                                    |   |
|------------------------------------|---|
| D7. Authority to Carry on Business | 2 |
| D8. Insurance                      | 2 |

#### Schedule of Work

|                  |   |
|------------------|---|
| D9. Commencement | 3 |
|------------------|---|

#### Measurement and Payment

|               |   |
|---------------|---|
| D10. Invoices | 3 |
| D11. Payment  | 4 |

#### Warranty

|               |   |
|---------------|---|
| D12. Warranty | 4 |
|---------------|---|

### PART E - SPECIFICATIONS

#### General

|                               |   |
|-------------------------------|---|
| E1. Applicable Specifications | 1 |
| E2. Goods                     | 1 |
| E3. Services                  | 2 |

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF AN ENTERPRISE JOB SCHEDULER

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 20, 2012.
- 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.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he 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 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, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he 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 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 B17.

- 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.
- B6.10 Notwithstanding B6.2to B6.9 and in accordance with B7.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance withB17.1(a).

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Form N: Questionnaire.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.3.1 Bidders should submit one (1) unbound original (marked "original") and two (2) copies.
- B7.4 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B8. PROPOSAL**

- 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 own name, his 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 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 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 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. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Any specifications that are already included in the core software product should be indicated as 'INCL' in the Unit Price field and \$0.00 for the Amount field in the corresponding line of the Form B Prices.

B9.1.2 If there is mandatory software modules not identified in E2 but are essential to implementing the Bidder's solution, the quantity and costs applied will be based on the contracted items listed in the Bid Submission on Form N# 24 with the lump sum having been provided in the Bid Submission Form B: Prices under Other Required Software (Item 11).

B9.1.3 Prices shall not include operating systems and database environments as these will be provided and licensed separately by the City.

B9.2 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.
- (e) all costs for the completion and successful operation of the Enterprise Job Scheduler.

- B9.2.4 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.
- B9.3 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.
- B9.3.1 The approximate quantities on Form B: Prices for items 1 to 10 are given are based on the City's number of server environments and do not include factors such as virtual server environments versus physical server environments or per CPU core versus per physical CPU.
- B9.4 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.
- B10. FORM N: QUESTIONNAIRE**
- B10.1 The Bidder shall respond to the questions indicated on Form N: Questionnaire.
- B11. QUALIFICATION**
- B11.1 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.
- B11.2 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>
- B11.3 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);
- B11.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B11.5 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.

## **B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B12.1 Proposals will not be opened publicly.

B12.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) 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>

B12.3 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.

## **B13. IRREVOCABLE OFFER**

B13.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B13.2 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.

## **B14. WITHDRAWAL OF OFFERS**

B14.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 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.

B14.1.2 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.

B14.1.3 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 B14.1.3(b), declare the Proposal withdrawn.

B14.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B13.2 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.

## **B15. INTERVIEWS**

B15.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

## **B16. NEGOTIATIONS**

- B16.1 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.
- B16.2 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.
- B16.3 If, in the course of negotiations pursuant to B16.2 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.

## **B17. EVALUATION OF PROPOSALS**

- B17.1 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 there from:
    - (i) mandatory requirements (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10:
    - (i) mandatory qualifications (pass/fail);
  - (c) Total Bid Price 30%;
  - (d) Form N: Questionnaire
    - (i) ORACLE CUSTOMER CARE AND BILLING INTEGRATION (CCB) 40%;
    - (ii) BUSINESS OBJECTS ENTERPRISE SERVER (BOE) 5%;
    - (iii) DIRECTORIES AND FILE TRANSFER PROTOCOL (FTP) 5%;
    - (iv) SECURITY AND ENVIRONMENTS 5%
    - (v) BIDDER'S PROFILE 5%
    - (vi) RELEVANT CLIENT LIST 10%
  - (e) economic analysis of any approved alternative pursuant to B6;
- B17.2 Further to B17.1(a), the Award Authority may reject a Proposals 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.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he is responsible and qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B17.4.2 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

- B17.5 Further to B17.1(d), Form N shall be evaluated considering the information submitted in response to B7.1 and B10.1.
- B17.6 This Contract will be awarded as a whole.
- B17.7 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.1(a) and B17.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

**B18. AWARD OF CONTRACT**

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 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.
- B18.2.1 Without limiting the generality of B18.2, 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.
- B18.3 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 B17.
- B18.4 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.
- B18.5 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](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 supply, delivery, implementation and maintenance of an enterprise job scheduler.

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

- (a) Architect and design an enterprise application scheduler solution;
- (b) Supply a software package, licensing and documentation for an application enterprise scheduler;
- (c) Install and configure the software package in a test environment;
- (d) Develop and integrate the City's Customer Care and Billing (CCB) workflow event processes
- (e) Provide technical and application support for the City's "test" implementation of the software and CCB integration;
- (f) Provide technical and application support for the City's "production" implementation of the software and CCB integration;
- (g) Provide on site training for City staff that includes knowledge of the software operation, administration and the information required for City staff to support and sustainment the implementation;
- (h) Provide a period of post go-live support using the same resources involved in the development and implementation of this project;
- (i) Provide ongoing technical and application support for the software package;
- (j) Provide ongoing maintenance and updates for the software package.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2011.

D2.4 Notwithstanding D2.1, 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) "**Customer Care and Billing**" means a software application designed for managing the customer relationships, metering, billing and collection processes for a utility based operation.
- (b) "**BPD**" means a Backflow Prevention Device.
- (c) "**Off the Shelf**" means a technological product which is ready-made and is immediately available for sale, lease, or license to the general public. Not a product that requires significant development work or extensive modification;

#### **D4. CONTRACT ADMINISTRATOR**

- D4.1 The Contract Administrator is:  
Lynne Darragh  
Information System Specialist  
Telephone No.: (204) 986-4254  
Facsimile No.: (204) 986-4393  
Email: [ldarragh@winnipeg.ca](mailto:ldarragh@winnipeg.ca)

#### **D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- D5.1 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.
- D5.2 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.
- D5.3 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.

#### **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

### **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.

#### **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D8.2 Deductibles shall be borne by the Contractor.

- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

- D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 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;
    - (ii) evidence of the workers compensation coverage specified in C6.16;
    - (iii) evidence of the insurance specified in D8;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## **MEASUREMENT AND PAYMENT**

### **D10. INVOICES**

- D10.1 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](mailto:CityWpgAP@winnipeg.ca)
- D10.2 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 and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D10.4 Bids Submissions must be submitted to the address in B7.8.

**D11. PAYMENT**

D11.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D11.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D12. WARRANTY**

D12.1 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. GOODS**

- E2.1 The Contractor shall provide an off the shelf software package for running an application based enterprise job scheduler for The City of Winnipeg Water and Waste Department's billing system, infrastructure and ancillary systems used to support department's business processes for the following listed applications and operating system products or services in accordance with the requirements hereinafter specified.
- (a) Oracle Customer Care and Billing;
  - (b) Oracle Database Servers;
  - (c) Business Objects Enterprise Server;
  - (d) Solaris UNIX servers;
  - (e) Windows servers;
  - (f) FTP services in UNIX and Windows environments.
- E2.2 The software package must be able to run on Microsoft Windows Servers 2003 or 2008, 32 or 64 bit x86 platforms running in a VM Ware environment. It must also run on newer versions of Microsoft Windows Server released up to and including the current release that is available at the issuing of this RFP.
- (a) The software package will include full licensing for one (1) enterprise scheduler on a production Windows Server that will be used to control all production server or service environments specified in these requirements.
  - (b) The software package will include full licensing for (1) enterprise scheduler on a non-production Windows Server that will allow the development and testing of workflow changes outside of the production environments.
- E2.3 The software package must provide agents/adapters capable of controlling services and various UNIX shell scripts on servers running Oracle SUN Solaris UNIX version 10 MP1, on 64 bit Oracle SUN SPARC platforms using Oracle SUN Containers. It must also run on newer versions of Oracle SUN Solaris UNIX released up to and including the current release that is available at the issuing of this RFP
- (a) The software package will include licensing for four (4) agents/adapters for a production Solaris UNIX Server containing 4 CPUs dual core not using Solaris resource pooling.
  - (b) The software package will include licensing for two (2) agents/adapters for a non-production Windows Server containing 2 CPUs dual core not using Solaris resource pooling.
- E2.4 The software package must provide agents capable of controlling services on servers running Microsoft Windows Servers 2003 or 2008, 32 or 64 bit x86 platforms running in a VMware environment. It must also run on newer versions of Microsoft Windows Server released up to and including the current release that is available at the issuing of this RFP
- (a) The software package will include licensing for one (1) agent/adaptor for a production Windows Server containing 2 CPUs dual core.

- (b) The software package will include licensing for one (1) agent/adaptor for a non-production Windows Server containing 2 CPUs dual core.
- E2.5 The software package must provide agents/adapters capable of controlling or executing Oracle Database Server (10g R2 or 11G (R1 & R2), Standard or Enterprise Edition, 32 or 64 bit environments) objects installed on either Oracle SUN Solaris UNIX 10 MP1 or Microsoft Windows Server 2003 or 2008 server environments. It must also be able to work with newer versions of Oracle Database Servers released up to and including the current release that is available at the issuing of this RFP.
- (a) The software package will include licensing for agent(s)/adapter(s) for two (2) production Oracle Database Servers running inside two separate (2) SUN Solaris Containers (not using SUN Solaris Resource Pooling) on one Oracle SUN Solaris Server having four (4) CPUs dual core.
  - (b) The software package will include licensing for agent(s)/adapter(s) for one (1) non-production Oracle Database Server running inside one separate (1) SUN Solaris Container not using SUN Solaris resource pooling on one Oracle SUN Solaris Server having four (4) CPUs dual core.
- E2.6 The software package must provide agents/adapters capable of controlling or executing Business Objects Enterprise Server (XI) or SAP Business Objects Business Intelligence platform (12) for the purpose of executing Crystal Reports installed on Microsoft Windows Servers 2003 or 2008, 32 or 64bit environments running in a VM Ware environment. It must also be able to work with newer versions of SAP Business Objects Business Intelligence Servers released up to and including the current release that is available at the issuing of this RFP.
- (a) The software package will include licensing for agent(s)/adapter(s) for one (1) production Business Objects Enterprise Server.
  - (b) The software package will include licensing for agent(s)/adapter(s) for one (1) non-production Business Objects Enterprise Server.
- E2.7 The software package must provide the ability execute File Transfer Protocols, FTP, SFTP and FTPS by acting as the client or activating a client and initiate and terminate a transfer session. The scheduler must be able to return all status information.
- E2.8 The Contractor must provide one (1) year of software maintenance support and license updates as specified in D2.2.
- E2.9 The City requires item (10) Client Access Licenses (CAL) for use with the software package.

### **E3. SERVICES**

- E3.1 The Contractor shall provide professional services to architect, design, implement their software product into The City of Winnipeg Water and Waste Department's system environment.
- E3.2 The Contractor shall provide professional services to integrate The City of Winnipeg Water and Waste Department's existing Oracle Customer Care and Billing application workflow streams and jobs into the bidder's implemented solution.
- E3.3 The Contractor shall provide training services to The City of Winnipeg Water and Waste Department's Information Technology staff to:
- (a) Administer, support and sustain the implemented solution including backup and recovery;
  - (b) How to develop new workflow/job streams;
  - (c) Create job stream dependencies;
  - (d) Provide a recommended process to transition development work into the production environment given the implementation.

- E3.4 The Contractor shall specify a per day rate for providing on-site Post Go-Live support of the production implementation including the CCB workflow integration. In order to ensure stability of the implementation the City will like the option to have resources on-site to help resolve problems for a period of time.
- E3.5 The Contractor's services shall be completed within one hundred twenty (120) days of award of Contract unless mutually agreed upon by the Contractor and the Contract Administrator.
- E3.5.2 The Contract Administrator may approve a request to extend the expected service completion deadline if the request is received fifteen (15) days prior to the completion date specified in E3.5. If an extension is approved it shall not be greater than sixty (60) additional days.