



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 592-2013

**FOR CONTENT MANAGEMENT AND AGENDA MANAGEMENT SOFTWARE TO
REPLACE THE CITY'S REPORT INFORMATION SYSTEM (RIS) AND DECISION
MAKING INFORMATION SYSTEM (DMIS)**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 FOR CONTENT MANAGEMENT AND AGENDA MANAGEMENT SOFTWARE TO REPLACE THE CITY'S REPORT INFORMATION SYSTEM (RIS) AND DECISION MAKING INFORMATION SYSTEM (DMIS)

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 6, 2014.
- 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 D5.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, 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/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her 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 B6.
- 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 B6.2 to B6.9 and in accordance with B7.7, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B21.1(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 The Proposal should also consist of the following components:
- (a) Experience of the Bidder and Subcontractors (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (section D), in accordance with B11;
 - (c) Work Schedule, Project Understanding and Methodology (Section E) in accordance with B12 and
 - (d) Optional Live/On Demand Video Streaming (Section F) in accordance with B13.
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 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.
- B7.4.1 Bidders should submit one (1) unbound original (marked “original”) and six (6) copies.
- B7.5 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.
- B7.5.1 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.
- B7.5.2 A hard copy of Form N: Questionnaire must be submitted with the Bid. If there is any discrepancy between the Adobe PDF version of Form N: Questionnaire and the Microsoft Word version of Form N: Questionnaire, the PDF version shall take precedence.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

- B7.7 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 B21.1(a).
- B7.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.9 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/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES (SECTION B)

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

- B9.2 Further to B21.1(c), an amount of \$50.00 per hour is included on Form B: Prices as the City's unit price portion of the Work.
- B9.2.1 Bidders shall enter an approximate quantity for Item 4 on Form B: Prices.
- B9.3 Prices for Item 1 on Form B: Prices shall include any hardware and software costs that the City may have to purchase.
- B9.4 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.
- B9.5 Prices shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.**
- B9.6 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.
- B9.7 The Proposal shall state for Item 4 on Form B: Prices, the number of Hours required by City to complete the Work.
- B9.8 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.9 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10. EXPERIENCE OF BIDDER AND SUBCONTRACTORS (SECTION C)**
- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Bidder and Subcontractor in providing programming; design, management and maintenance of the software services on up to three projects of similar complexity, scope and value.
- B10.2 For each project listed in B10.1(a), the Bidder should submit:
- (a) description of the project;
 - (b) role of the Bidder;
 - (c) project's original contracted cost and final cost;
 - (d) design and implementation schedule (anticipated Project schedule and actual project delivery schedule, showing design and implementation separately);
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B10.2.1 Where applicable, information should be separated into Bidder and Subcontractor project listings.
- B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Bidder and all Subcontractor.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Bidders Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and implementation, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

B12. WORK SCHEDULE, PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Bidder will use in the delivery of this Project.

B12.2 Methodology should be presented in accordance with the Scope of Services and Requirement Analysis identified in D2.

B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the software design issues;
- (c) the proposed Project budget;
- (d) the City's Project methodology with respect to the information provided within this RFP; and
- (e) any other issue that conveys your team's understanding of the Project requirements.

B12.5 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B12.6 The Bidder shall submit a Work Schedule in Gantt chart style using Microsoft Project indicating hours required by resource, on site or remote, expectation on City staff (developers and end-users) and the time frame within which the Bidder proposes to perform each item or category of Work identified thereon and should as a minimum include:

- (a) System installation complete (if required);
- (b) System configuration complete;
- (c) Documentation/brochures for staff prepared;
- (d) Staff training complete, both City and Bidder (if required);
- (e) Reports Delivery

- (f) System testing complete;
- (g) Complete system activation.

B13. OPTIONAL LIVE/ON DEMAND VIDEO STREAMING AND HOSTING SOLUTION (SECTION F)

B13.1 The Bidder should submit a Live/On Demand Video Streaming and hosting solution.

B13.2 The key features of our webcast solutions:

- (a) Ability to live broadcast video and audio for up to 3 events simultaneously
- (b) Minutes may be synchronized, appear within video stream;
- (c) The player can be embedded in your site, or opened via its own URL;
- (d) Scalable bandwidth provision – any number of concurrent viewers;
- (e) Live recording to mp4 or high quality ProRes video;
- (f) Our h264 video can be seen on desktops and mobile devices; and
- (g) Ongoing hosting of webcast for on-demand viewing.

B14. FORM N: QUESTIONNAIRE

B14.1 The Bidder shall complete Form N: Questionnaire following the instructions provided on Form N: Questionnaire, review the Appendix A, Requirement Analysis.

B15. QUALIFICATION

B15.1 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.

B15.2 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>

B15.3 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); and
- (d) Information storage in Canada.

B15.4 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.

B15.5 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.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B16.3 To the extent permitted, the City shall treat all Proposals as confidential, however the Bidder is advised that any information contained in any Proposal Submission 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.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 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.

B18. WITHDRAWAL OF OFFERS

B18.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 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.

B18.1.2 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.

B18.1.3 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 B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B17.2 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.

B19. INTERVIEWS

- B19.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.
- B19.2 Need an explanation re bidders are responsible for setup of demo.
- B19.2.1 In the interview, the Bidder may be required to provide a demonstration, in the form of a scripted demo, supporting the functionality proposed in their response.

B20. NEGOTIATIONS

- B20.1 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.
- B20.2 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.
- B20.3 If, in the course of negotiations pursuant to B20.2 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.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|---|-------------|
| (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B15: | (pass/fail) |
| (c) Form B: Prices) | 40% |
| (d) Form N: Questionnaire | 40% |
| (e) Experience of Key Personnel Assigned to the Project | 10% |
| (f) Work Schedule, Project Understanding and Methodology | 10% |
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B21.4 Further to B21.1(c), prices Fees will be evaluated based on Prices submitted for Items 1 to 4 on Form B: Prices submitted in accordance with B9.
- B21.5 Further to B21.1(d), Form N: Questionnaire shall be evaluated considering the information submitted in response to B7.1 and B13.
- B21.6 Further to B11 Experience of Key Personnel Assigned to the Project will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

- B21.7 Further to B21.1(e), Work Schedule, Project Understanding and Methodology will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B21.8 Further to B13, Optional Live/On Demand Video Streaming and hosting option will be evaluated considering the Bidder's ability to comply with the requirements of the Project.
- B21.9 This Contract will be awarded as a whole.
- B21.10 Notwithstanding B21.1(d) to B21.1(f) where Bidders fail to provide a response to B7.1(a) to B7.2(c), the score of zero may be assigned to the incomplete part of the response.
- B21.11 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.12 Proposals that do not achieve at least 60% of the available points in B21.1(d) and B21.1(f) may be determined to be non-responsive.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B22.2 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.
- B22.2.1 Without limiting the generality of B22.2, 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.
- B22.3 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 B21.
- B22.3.1 The City reserves the right to not award Item 5 and 6 Live/On Demand Video Streaming and hosting solution.
- B22.4 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.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C1.1.1 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
- C1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for 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. BACKGROUND SERVER INFRASTRUCTURE

D2.1 Server Hardware/Operating System: The City uses HP/Intel Windows 2008 Server platforms, and employs CA Nimsoft to monitor and manage the server environment.

D2.2 Storage: The City has a SAN environment consisting of HDS Storage Subsystems (AMS2500, HUS150) and Brocade switches to support data storage requirements for the production and development database tiers. IBM's TSM Backup/Archive, Veeam and Microsoft DPM products are used for backup and recovery services.

D2.3 Database: The City uses Oracle 11g Standard Edition and Microsoft SQL Server 2008 Standard Edition. For larger scale applications Oracle is the preferred platform. The City has implemented a functional database environment that fulfills all application system functional requirements, provides full online back-up, recovery and reorganization facilities including database transaction logging and up-to-the-minute forward recovery, plus timely automated reporting of actual or potential errors or problems. The City conducts database performance measurement and tuning as necessary.

D2.4 Network: The City of Winnipeg Backbone Network Infrastructure allows TCP/IP data communications between all City departments. This allows about 5,000 devices connected through the Backbone Network to be able to communicate with each other, the Internet and with central servers at two corporate data centers. Over 150 remote sites are connected to the

D2.5 City's Backbone Network at speeds ranging from 100/1000BaseT fiber optic connectivity for large LANs, 10 Mbps for medium sized LANs and 2 Mbps connections for small LANs. Cisco routers and switches are used in the WAN and LAN as well as for VPN remote access. Checkpoint Nokia firewall products provide network security.

D2.6 Data Warehouse: The City utilizes Oracle's Enterprise Performance Management (Version 9.1) data warehouse and Cognos (Version 7.3 or higher) to provide in-depth analytical reporting. Extract, Transfer and Load (ETL) functionality is provided by Ascential (Version 7.5 or higher).

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of the provision of new system for the period from award of Contract until successful completion of the Work as accepted by the Contract Administrator, 2 years maintenance with the option of five (5) mutually agreed upon two (2) year extensions.

D3.2 Increases to maintenance shall be no higher than the published CPI

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

D2.1.2 Changes resulting from such negotiations shall become effective on the first working day after the expiry date of the existing contract of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.3 The major components of the Work are as follows:

- (a) Provide Corporate Support Services staff access to a system as identified in Appendix A; Requirement Analysis,
- (b) Provide ongoing support and maintenance,
- (c) Provide ongoing 8 A.M. to 5 P.M. support CST.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) "RIS" means Report Information System;
- (b) "DMIS" means Decision Making Information System.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Stewart Bidinosti

Corporate Support Services Manager, Project Management Office

Telephone No.: 204 986-3111

E-mail: sbidinosti@winnipeg.ca

D5.2 Bids Submissions must be submitted to the address in B7.9.

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

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. INSURANCE

D9.1 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 applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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.

D9.4 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.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 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 D8;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D9; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. SINGLE POINT OF CONTACT/ USER CONTACT HOTLINE

D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which users can obtain help and system use instruction on an 8 A.M. to 5 P.M. basis, CST.

D11.2 The Contractor shall provide the City support for the system and a single point of Contact for reporting service problems.

D12. TOTAL PERFORMANCE

D12.1 The Contractor shall achieve Total Performance within one (1) year of Award of Contract.

- D12.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D12.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 Further to C10, the Contractor shall submit an invoice upon Total Performance 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
- D13.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) type and quantity of goods delivered;
 - (d) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
 - (e) the Contractor's GST registration number.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D13.4 Bids Submissions must be submitted to the address in B7.9.

D14. PAYMENT

- D14.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D15. PAYMENT SCHEDULE

- D15.1 Further to C10, payment shall be in accordance with the following payment schedule:
- (a) System installation complete;
 - (b) System configuration complete;
 - (c) System interfaces for PeopleSoft and Timekeeping complete;
 - (d) System testing complete;
 - (e) Staff communication prepared;
 - (f) Staff training complete by both City and Bidder trainers;
 - (g) Documentation/brochures for staff prepared;
 - (h) Complete system activation/Go Live date.

WARRANTY

D16. WARRANTY

D16.1 Warranty is as stated in C11

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
Appendix A	RIS Requirements Analysis Section

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.