

PART B

BIDDING PROCEDURES

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 PROVISION OF CORPORATE INFORMATION TECHNOLOGY BUSINESS TRANSFORMATION CONSULTATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 29,2004.

B2.2 Proposal Submissions 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. BACKGROUND

B3.1 With a staff of approximately 8,000, the City of Winnipeg provides typical municipal government services including police, fire, ambulance, public works, community services, and transit. To become more effective and affordable, the organization has undergone numerous changes since 1995, some of which include the appointment of a Chief Administrative Officer, restructuring from 29 departments to 14, significant staff reductions, the introduction of formal business planning, and the pursuit of Alternative Service Delivery (ASD) strategies (such as Special Operating Agency - SOA).

B3.2 For more information on the City of Winnipeg, its Corporate Organization Structure (Political and Administrative), and descriptions of the City's Departments, please refer to the City of Winnipeg Internet Home page at:

<http://www.winnipeg.ca> Select "Your Government."

B3.3 Items under Administration (such as [Administrative Organizational Chart](#) available at <http://www.winnipeg.ca/services/YourGovernment/OrgChart.stm>) and Planning (such as [Plan Winnipeg 2020 Vision](#) available at <http://www.winnipeg.ca/Services/YourGovernment/PlanWinnipeg/>) may be of particular interest. A copy of the City of Winnipeg's IT Strategic Plan is available at http://www.winnipeg.ca/cit/pdfs/it_plan_final.pdf.

B3.4 The Corporate Information Technology (CIT) Department, comprising 120 staff, is embarking on a broad and ambitious Business Transformation Project. A Steering Committee comprised of CIT managers has been established, a full time Project Director has been assigned and preliminary discussions with operating departments have commenced. Four full-time and the equivalent of four half-time City staff have been assigned to the project. The Chief Information Officer of the City of Winnipeg is the project sponsor. See http://www.winnipeg.ca/cit/rfp_businesstransformation.stm for additional background information on the department and for some initial outputs from a series of previous initiatives.

B3.5 In the establishment of this Business Transformation, the CIT Department considers the following issues as relevant to the purpose and challenges of this project:

- (a) Business Value;
- (b) Systemic Problem – Fundamental Responses;
- (c) Understanding and Managing Demand and Supply;

- (d) The Challenges and Implications of IT Support and Maintenance;
- (e) Identifying and Realizing Efficiencies to Pursue Greater Business Value;
- (f) Transforming CIT to Enable Business Value; and
- (g) Creating Sustainable Change.

B3.6 Business Value challenges include:

- (a) Information Technology (IT) services within CIT exist to bring value to City business departments. Beyond informal perceptions, anecdotal evidence and broad input costs of IT – meaningful and standard measures of the “value” of CIT services do not exist. The non business language and internally focused “how it’s done” measurement approach within the IT industry limits the ability of business executives to understand IT, fails to articulate business value, erodes confidence which in turn limits or delays investment in new technology solutions and initiatives. Department heads, business process owners, CIT customers that rely on our services, those senior administrators and ultimately elected officials entrusted with investment decision responsibilities need to see and understand the business value available through IT solutions and innovation. The “value” of IT solutions and services must be measurable and comprehensible through standard business concepts and terminology. The onus and obligation to initiate this alignment and understanding process rests with leaders of IT.

B3.7 Systemic Problem – Fundamental Responses relates to:

- (a) Leading organizations are placing emphasis on aligning IT services and IT management with business priorities – the CIT Department subscribes to this philosophy and direction. IT management in the public sector brings additional complexities – especially in the dimensions of governance and the absence of direct competitive forces. Our analysis of this subject area highlights the inherent interdependencies of the dimensions of IT management, resulting in our realization that sustainable and meaningful change must focus on some key underlying principles and approaches. Ad hoc, singular initiatives without an overall plan or program may not recognize these interdependencies thereby limiting their effectiveness. The nature of the potential changes suggests that the underlying business model for the CIT Department may need to be altered.

B3.8 Understanding and Managing Demand and Supply includes:

- (a) As part of a series or program of fundamental changes, some IT management observers see promise in a more distinct separation and management of IT service demands (governance) from IT service supply. Experience at CIT (with our customers and stakeholders), suggest that the co-existence of governance and service is problematic.
- (b) Some key aspects associated with reforming “demand management” include the establishment of a separate and distinct IT governance function (Office of the CIO), the adoption of standard business measures and reporting rather than or in addition to IT focused metrics; instituting charge backs, cost recoveries or even price based policy frameworks to reinforce the “value” of IT services, the adoption of total cost of ownership costing frameworks and business case based IT investment decisions; “portfolio management” approaches, the development of contemporary “Enterprise Architecture” capacity and the development of staff capabilities to liaise and translate business issues and opportunities with and into IT solutions.

B3.9 The Challenges and Implications of IT Support and Maintenance relates to:

- (a) Many organizations (including the City) that rely extensively on IT have witnessed an ongoing trend which has seen a greater and greater proportion of IT expenditures being directed to supporting and maintaining existing legacy systems rather than leveraging additional value through the implementation of new solutions. The necessity to support legacy systems (and the reality of limited resources) constrains the pursuit and

development of new opportunities for value creation. This trend is not sustainable. The CIT Department believes that there are significant unrealized value opportunities within our organization that could be enabled through IT. This situation also exists within the City's departmental IT organizations as their accumulation of legacy systems increase over time. In fact, the initiation and implementation of new systems exacerbates the problem through the additional accumulation of new legacy infrastructure.

B3.10 Identifying and Realizing Efficiencies to Pursue Greater Business Value relates to:

- (a) The goal of achieving greater business value through IT enabled solutions is hampered by the non business "language of IT", and the increasingly larger portion of IT expenditure dedicated to maintenance and support. The solution to both of these problems rests primarily with IT leaders.
- (b) IT investments in pursuit of value opportunities must come (in large part) from existing IT portfolios or cost centres which means that efficiencies and innovation should be directed at CIT services that support legacy systems. This is a classic "find from within" scenario and the prospect of "new" money is unfavourable unless we can demonstrate value. This potential efficiency dividend coupled with better and more understood "value" measurements should serve to increase investment towards IT innovation – which in the end will generate additional business value. A successful transformation will take us from the unsustainable to the sustainable.
- (c) The CIT Department is mindful of the challenges and complexities associated with this direction and is aware that emerging IT management practices hold promise in this regard. These efficiency innovations include but are not limited to the adoption of IT system management processes, removing the IT governance burden from service delivery groups, a renewed focus and adoption of "customer service initiatives", infrastructure consolidation and sharing, process centric organizational approaches, solution and tool standardization, systems integration simplifications, and many others. Some organizations have also introduced greater "market place" forces into their IT services area to generate greater efficiencies and innovation. As part of our proposed CIT Business Transformation, we expect that all of these options (among others) may be open for consideration.

B3.11 Transforming CIT to Enable Business Value relates to:

- (a) When viewed in its entirety the extent of change is considerable, spanning both governance arrangements and service delivery. These changes will transform the CIT Department and will undoubtedly have City-wide impact. The CIT Department believes there is a potential business case to support an investment in a broadly based "Business Transformation". CIT appreciates the magnitude and interdependency of these potential changes, some of the challenges associated with implementation and the range of potential trade offs and options associated within the scope of change. The intention is to design and implement an organized "Business Transformation" program for the CIT department that will take into account and balance all relevant aspects and dimensions, and translate the supporting analysis into a Business Case and Implementation Plan.

B3.12 Creating Sustainable Change relates to:

- (a) While the driving force behind this CIT Business Transformation is the pursuit of business value it is imperative that this program of change recognizes and respects the "people" essence of this initiative. The design of the overall transformation program, the selection and balancing of the business model and the development of the implementation plan should be sustainable, needs to be practical, and should reflect the organizational culture of the City. One of the greatest challenges within this initiative is to find the right balance between a business model that promises substantial business value but can be successfully implemented and sustained in our environment.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B4.2 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 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.
- B4.4 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.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 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.
- B5.2 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.

B6. ADDENDA

- B6.1 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.
- B6.2 The Contract Administrator will issue each addendum at least three (3) Business Days prior to the Submission Deadline, or provide at least three (3) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available in Adobe Acrobat (pdf) format on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda shortly before submitting his Proposal.
- B6.3 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 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 Plant, Material or method 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 proposed work schedule and the dates specified in the Supplemental Conditions;
 - (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 proposed work schedule and the dates specified in the Supplemental Conditions.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may at 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.
- B7.6 The Contract Administrator will provide a response in writing, at least three (3) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, the Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, the Bidder shall base his Total Bid Price upon the specified item but may indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal Submission consists of the following components:
- (a) Form A: Proposal;
 - (b) Form C: Qualification;
 - (c) An executive summary that highlights the elements of your Proposal that make it superior or unique in addressing the needs of the City. A brief description of your understanding of the scope and objectives of the Work should also be included. The executive summary should not include any references to prices. Bidders should limit their executive summary to a maximum of five (5) pages.

- (d) Description of how the Bidder intends to conduct the Work, including but not limited to:
 - (i) A clear description on how the Bidder intends to complete the Work;
 - (ii) A detailed description of the project approach and methodology including project management disciplines to be used;
 - (iii) A detailed project plan that reflects the proposed approach to the Work. All major start dates, end dates, review and approval points and major milestone dates should be shown. The plan should identify deliverables and their respective delivery dates along with Bidder's resource efforts and City resource efforts; and
 - (iv) A detailed description of your Business Transformation Strategy and Program as it relates to the Specifications contained in Part E; the Bidder should use the same order as the clauses in E2.4(a) to E2.4(l).
- (e) Description of any information, resources (other than staff) or services required to be provided by the City;
- (f) A detailed description of all requirements in accordance with B10.3;
- (g) Using the following table format, indicate all facts and assumptions made to build the Proposal and identify the relevance these facts and assumptions have had on the development of the Proposal. It is crucial that this information be completed to ensure that all facts and assumptions are known during evaluation.

Facts and Assumptions Table

Specifications Category	Facts and Assumption(s)	Relevance to the Proposal
Section A		
Section B		

- (h) Financial Aspects including:
 - (i) Section A - Business Transformation Strategy and Program, Business Model and Associated Business Case – Price Summary;
 - (ii) Section B – Development of an Implementation Work Plan, Project Schedule and Project Structure – Price Summary;
 - (iii) External resources – Price Summaries;
 - (iv) Proposed software, databases or other tools – Price Summary;
 - (v) Proposed billing and payment schedule; and
 - (vi) Additional Table Formats.
- (i) The objective of the Financial Aspects is to outline the details for Bidders to clearly articulate the total price of their proposed solution to the City. Any additional financial materials or information the Bidder deems relevant to the financial aspects of the proposal should be documented in a table format. Similarly, financial assumptions made by the Bidder inherent in the price quotations outlined, should also be documented in a facts and assumptions table.
- (j) Price Summaries shall include:

- (i) All prices are to be quoted in Canadian dollars and deemed to include, Provincial and Federal Taxes (except the Goods and Services Tax, and Manitoba Retail Sales Tax/Provincial Sales Tax which shall be paid extra where applicable); and
 - (ii) All charges applicable to set up, access to deliver and install any proposed software, databases or other tools and related services.
- (k) Price Summary:
- (i) Describe the general pricing structure/approach for the financial proposal. The City requires a total price quotation for the overall proposal solution. It is recognized that the overall price may be comprised of a mixture of pricing methodologies (fixed price, time and materials, per unit price etc.). In this Proposal section the Bidder should outline its overall pricing approach and methodologies underpinning the overall price quotation.
 - (ii) The Bidder should note that the combined price summaries of Section A and Section B Price Summaries, external resources portion only should be equal to the combined price quotation for "Professional Fees" (8.1(n)(ii)) and "Trips and Other Expenditures" (8.1(n)(iii)). Travel expenses are an integral part of the overall price quotation.
 - (a) The Bidder should note that the combined price quotation for Professional Fees contained in Section A and Section B plus Trips and Other Expenditures should not exceed \$400,000 CDN including all taxes.
 - (b) In addition to clause B8.1(l) to B8.1(p) the Bidder should note that clause 8.1(q) allows the Bidder to provide additional financial materials and further explanation on the facts and assumptions contained within the Bid.
 - (iii) Bidders should clearly state their policies in relation to:
 - (a) Expense reimbursement for staff coming from outside Winnipeg (air travel accommodation, etc.).
 - (b) Escalation provisions (if any) throughout the implementation period for fees and expenses.
- (l) Section A - Business Transformation Strategy and Program, Business Model and Associated Business Case - Price Summary. In the table format presented below, the Bidder must provide a fixed price quotation for the business transformation strategy and program and associated business case section.

Project Phase	Project Activities	Project Deliverables	Fixed Price (CDN\$)	Other Comments
Business Transformation Strategy and Program, business model and associated business case	1. Develop a business case	Refer to specifications contained in E 2.4 j	One Price For Project Activities 1-5	
	2. Develop a Project Charter	Refer to specifications contained in E 2.4 b		
	3. Develop a plan to engage stakeholders	Refer to specifications contained in E 2.2 f		
	4. Undertake a CIT environment assessment	Refer to specifications contained in E 2.4 d		
	5. Provide a knowledge transfer program	Refer to specifications contained in E 2.4 g		
	6. Develop a business model for service delivery	Refer to specifications contained in E 2.4 k	One Price for Activity 6	
	7. Develop recommendations concerning the design and mandate of a potential Office of the CIO	Refer to specifications contained in E2.4 l	One Price for Activity 7	
Total Price				

- (m) Section B – Development of an Implementation Work Plan, Project Schedule and Project Structure –Price Summary. In the table format presented below, the Bidder must provide a fixed price quotation for the Implementation phase of the solution. For areas where variable price quotes exist, ensure a ceiling price (not to be exceeded) is also listed.

Project Phase	Project Activities and Deliverables	Fixed Price (CDN\$)	Other Comments
Implementation Work Plan	1. Refer to specifications contained in E2.5 c, d, g, j	One Price For Project Activities 1-3	
Project Schedule	2. Refer to specifications contained in E2.5 b, h, i, k		
Project Structure	3. Refer to specifications contained in E2.5 a, e, f, m		
Total Price			
Requirements for City Staff	Provide City staff number and type (i.e. roles they will assume)		
(See note below)			
Total City Staff Cost			

Note: In order to understand the Total Evaluated Cost of the proposed solution to the City, anticipated City staff levels to support the project need to be identified and budgeted as part of the proposed solution. Assume a per diem “cost” for City staff to be \$300. This cost component does not have to be included in the \$400,000 CDN.

- (n) External Resource – Price Summary, in the table formats presented below the Bidder must provide pricing for:
- (i) Resource Level (see Table 1);
 - (ii) Professional Fees (see Table 2); and
 - (iii) Trips and Other Expenditures (see Table 3).

Note: The combined price quotation of “Professional Fees” and “Trips and Other Expenditures” should be equal to the combined price quotation for Section A and Section B Price Summaries, external resources portion only. Travel expenses are an integral part of the overall price quotation.

Table 1 – Resource Level

Resource Level	Standard Daily Rate	Discount % (if applicable)	City Rate
(Examples only)			
Partner			
Functional Consultant			
Functional Analyst			
Technical Consultant			
Other etc.			

Table 2 – Professional Fees

	Resources	# Person Days	Rate	Total Fees (CDN\$)
(Examples only)				
Section A				
Develop a business case Develop a Project Charter Develop a plan to engage stakeholders Undertake a CIT environment assessment Provide a knowledge transfer program Develop a sustainable business model for service delivery Develop recommendations concerning the design and mandate of a potential Office of the CIO	Partner			
	Functional Consultant			
	Functional Analyst			
	Technical Consultant			
	Other etc.			
	Subtotals:	# Days		
	Section B			
Implementation Work Plan Project Schedule Project Structure	Partner			
	Functional Consultant			
	Functional Analyst			
	Technical Consultant			
	Other etc.			
	SUBTOTALS BY FUNCTION	# Days by Function		

Total			
	Partner		
	Functional Consultant		
	Functional Analyst		
	Technical Consultant		
	Other etc.		
		# Days	
		Grand Total	

Table 3 – Trips and Other Expenditures

Resource Level	Number of Trips	Price per Trip	Total Price
Partner			
Functional Consultant			
Functional Analyst			
Technical Consultant			
Other Expenditures (please list)			
Total			

- (o) Proposed software, databases or other tools – Price Summary. In the table format presented below the Bidder must prepare a price quotation for proposed software, databases or other tools acquisition and related services. This cost component must be included in the \$400,000 CDN.

Software, databases or other tools item	Description	Quantity	Price Per Item	Fixed Price (if possible) (CDN\$)	Annual Maintenance Price & Start Date (if applicable)
Software tool(s)					
Database tool(s)					
Installation					
Training					
Other Expenditures (please list)					
Sub-Total					
Requirements for City Staff (See note below)	Provide City staff number and type (i.e. Functional / Business and Technical)				
Total Price					

Note: In order to understand the Total Evaluated Cost of the proposed solution to the City, anticipated City staff levels to support the project need to be identified and budgeted as

part of the proposed solution. Assume a per diem “cost” for City staff to be \$300. This cost component should not be included in the \$400,000 CDN.

- (p) The Bidder shall submit a proposed billing and payment schedule.
- (q) The Bidder should include any relevant materials that will assist with the evaluation of the proposal in the Table Format(s) below.

Additional Financial Materials / Information	Related to Specifications E
e.g. Table Format by Section A or B	

Facts and Financial Assumption	Related to Specifications E
e.g. Table Format by Section A or B	

- (r) Tables related to clause B8.1(q) only may be expanded (i.e. additional columns) as deemed necessary by the Bidder.

B8.2 All components of the Proposal Submission 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 in ink, to constitute a responsive Proposal. Proposals should outline the Bidder’s information in the same order and according to the mandatory criteria in B8.1.

B8.3 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. One (1) original and six (6) copies of the Proposal Submission should be included. One (1) copy of the Financial Aspects (as requested in B8.1(h) to B8.1(q)) should be sent in a separate sealed envelope marked “Financial Aspects” with the RFP number and the Bidder’s name and address.

B8.3.1 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.

B8.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.5 Proposal Submissions shall be submitted to:

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

B9. PROPOSAL

B9.1 The Bidder shall complete Form A: Proposal, making all required entries.

B9.2 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.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.

B9.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B9.5 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 Submission and the Contract, when awarded, shall be both joint and several.

B10. QUALIFICATION

B10.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 internet site at <http://www.winnipeg.ca/matmgt/>); and

- (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).
- B10.2 The Bidder must complete Form C: Qualification. The Bidder must provide reference information and supporting details on previously completed Work for at least one (1) existing organization where the Bidder's work is comparable to the nature, scope and comprehensiveness of this project (including implementation of same).
- B10.3 The Bidder shall provide, in his Proposal Submission:
 - (a) Previous experience in business transformation in other large organizations, preferably public sector (including implementation of same);
 - (b) Demonstrate successful working relationship with subcontractors (if applicable) and with clients resulting in practical recommendations and successful implementation;
 - (c) Résumés and references (minimum of three (3)) of the proposed personnel (including subcontractors) who will be performing this work detailing their qualifications and experience;
 - (d) The level of involvement and role of the proposed staff (including subcontractors) (i.e. number of working days);
 - (e) The level of involvement, role and number of City Staff (i.e. number of Working Days); and
 - (f) Identification, résumés and references (minimum of three (3)) of "back up" consulting resources in the event that the proposed resources are unavailable.
- B10.4 The Bidder shall be prepared to 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.
- B10.5 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.
- B11. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B11.1 Proposal Submissions will not be opened publicly.
- B11.2 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 page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B11.3 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 Submission may be released if required by City policy or procedures, or by other authorities having jurisdiction.
- B12. IRREVOCABLE OFFER**
- B12.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B13. WITHDRAWAL OF OFFERS

- B13.1 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.
- B13.1.1 Notwithstanding C17.7, 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.
- B13.1.2 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.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
 - (b) open the Proposal Submission 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 B13.1.3(b), declare the Proposal withdrawn.
- B13.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has lapsed shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B14. INTERVIEWS

- B14.1 The Contract Administrator may, at his/her sole discretion, interview Bidders during the evaluation process.

B15. NEGOTIATIONS

- B15.1 The City reserves the right to negotiate details of the Contract with Bidders.
- B15.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his/her best offer, not a starting position for negotiations, in his/her Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.
- B15.3 If, in the course of negotiations pursuant to B15.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

B16. EVALUATION OF PROPOSALS

- B16.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Bidder with the mandatory requirements of the Request for Proposal pass/fail;
 - (b) qualifications of the Bidder and the Subcontractors, if any, and personnel pursuant to B10 45%;
 - (c) business transformation strategy and program 35%;
 - (d) project plan 20%;

- (e) financial aspects of the Proposal and;
- (f) economic analysis of any approved alternative pursuant to B7.

- B16.2 Further to B16.1(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 if the interests of the City so require.
- B16.3 Further to B16.1(b), qualifications of the Bidder and the Subcontractors, if any, and personnel will be further evaluated considering the Bidder's Proposal or in other information required to be submitted.
- B16.4 Further to B16.1(c), business transformation strategy and program will be evaluated considering the Bidder's Proposal or in other information required to be submitted.
- B16.5 Further to B16.1(d), the project plan will be evaluated considering the Bidder's Proposal or in other information required to be submitted.
- B16.6 If a Bidder, in the sole opinion of the City, does not achieve a minimum score of seventy (70) per cent of the points available for any one of B16.1(b), (c) or (d), the Proposal will be considered non-responsive.
- B16.7 Further to B16.1(e), financial aspects of Proposal shall be evaluated considering the Bidder's Proposal or in other information required to be submitted. A value for money assessment founded on a price per point methodology will be used. The City's approach will assess Total Evaluated Cost to the City in association with the evaluated score of B16.1(b), (c) and (d) for each proposal. Value for money will be an important evaluation factor in determining the Proposal most advantageous to the City.
- B16.7.1 "Total Evaluated Cost" means the full cost to the City of the Bidder's solution, including, but not limited to, the Bidder's price summaries for the Work and staff costs incurred by the City based on the Bidder's proposed method and schedule of performing the Work. The time value of money may be considered in determining the full cost to the City of the Bidder's solution.
- B16.8 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

- B17.1 The Award Authority will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.
- B17.2 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.
- B17.2.1 Without limiting the generality of B17.2, 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.

- B17.3 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.
- B17.4 **In the event that the City uses resources for additional Work that may be directly related to the Work of RFP No. 483-2004, including the implementation of business transformation recommendations as per E2.5, it is the City's intent to award any such Contracts to the successful Bidder herein, subject to being able to negotiate mutually acceptable terms and conditions.**
- B17.5 **Notwithstanding the foregoing, Bidders are advised that for a period of three (3) years from the date of award of Contract for RFP No. 483-2004, neither the Contractor nor any of its Sub-Contractors, shall be permitted to bid on any future City bid opportunities for outsourced services currently provided by CIT, which, in the Contract Administrator's judgement, are attributable to the Work.**