



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 294

PROVISION OF SYSTEMS MANAGEMENT SOFTWARE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF SYSTEMS MANAGEMENT SOFTWARE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 9, 2010.

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. BIDDERS' CONFERENCE

B3.1 The Contract Administrator will hold a Bidders' conference at 185 King Street from 9:00 a.m. to 11:00 a.m., Winnipeg time, on November 18, 2010.

(a) Bidders unable to physically attend the conference location can contact the Contract Administrator for teleconference contact options.

B3.2 The Bidder is advised that, at the Bidders' conference, the City will listen to any questions the bidders have and address each one.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. SITE INVESTIGATION

B4.1 Further to C3, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B4.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B5.2 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.

B5.3 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.

B5.4 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.

B5.5 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.

B5.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

B6.1 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.

B6.2 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.

B7. ADDENDA

B7.1 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.

B7.2 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.

B7.2.1 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/matmgmt/bidopp.asp>

B7.2.2 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.

B7.3 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.

B8. SUBSTITUTES

B8.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.

B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B8.3 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.

B8.4 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.
- B8.5 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.
- B8.6 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.
- B8.6.1 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.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his 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 B24.
- B8.9 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.
- B8.10 Notwithstanding B8.2 to B8.9 and in accordance with B10.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B24.1(a).

B9. SYSTEMS MANAGEMENT BACKGROUND

- B9.1 The City currently utilizes MS SCOM, a variety of specialized tools (eg HP SIM and VMware vCentre) and custom scripts to monitor our computing environment. We currently support ~250 servers and expect that number to increase to ~400 by the end of 2011 through the current server consolidation initiative (which will bring departmentally supported servers under centralized management). The current server workload is ~75% virtualized and we expect that ratio to increase as server consolidation continues. The total workload is primarily Wintel with less than 10% comprised of Unix, Linux and AS400.
- B9.2 Currently 95% of our computing workload resides at our primary data centre and 5% resides at our secondary data centre. At the end of the server consolidation initiative these ratios will change to 70% at the primary data centre and 30% at the secondary data centre. The intent is for the infrastructure running the active workload at either data centre to be used to service critical computing workload from the alternate data centre in the event of a major data centre failure. The computing workload located at these data centres are accessed from dozens of business locations located throughout the city.
- B9.3 The majority of our production workloads have 5x9 availability requirements and support windows. We have a small number of workloads that are 7x24 with a limited tolerance for downtime.
- B9.4 We are in the process of establishing formal SLAs for all of our computing environments and require monitoring and reporting for those SLAs.
- B9.5 We utilize BMC Remedy as our Service Desk and Incident Management tool. Our Service Desk is the central point of contact for all service delivery issues and requires access to accurate and timely information to effectively manage issues and perform first line resolution.

B10. PROPOSAL SUBMISSION

- B10.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Solution;
 - (d) Experience;
 - (e) Specifications.
- B10.2 Further to B10.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.
- B10.3 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.
- B10.3.1 Bidders should submit one (1) unbound original (marked "original") and four (4) copies.
- B10.4 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.
- B10.4.1 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.
- B10.5 Bidders are advised not to include any information/literature except as requested in accordance with B10.1.
- B10.6 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 B24.1(a).
- B10.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B10.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B11. PROPOSAL

- B11.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B11.2 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.

- B11.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B11.2.
- B11.3 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.
- B11.4 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.
- B11.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B11.5 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.

B12. PRICES

- B12.1 The Bidder shall state prices in Canadian funds for each of the following items of Work on Form B: Prices:
- (a) Table No. 1 – B1: LUMP SUM PRICE shall be the amount for providing the Initial Configuration Requirements in accordance with B14.5 of the Specifications (B14 – Solution);
 - (b) Table No. 2– B2: shall be the unit price and discount information for all identified items/components (hardware and software) for the Initial Configuration Requirements and any additional elements in accordance with B14.6 and B14.7 of the Specifications (B14 – Solution);
- B12.2 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.
- B12.2.2 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.
- B12.3 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.
- B12.4 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.

B13. QUALIFICATION

B13.1 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.

B13.2 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>

B13.3 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);

B13.4 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.

B13.5 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.

B14. SOLUTION

B14.1 Systems management is a key element of our computing infrastructure as we seek to improve the flexibility and functionality of our environment. Our systems management solutions should not simply provide monitoring of our environment but relate that information to the service level expectations of various business operations. Implementation of server virtualization has dramatically increased the flexibility and capabilities for addressing workload computing requirements and we need systems management solutions which are equally adept at meeting our business needs.

B14.2 Through the award of this Contract, the City of Winnipeg plans to acquire and implement a systems management solution to address our management needs at our primary data centre and our secondary data centre. This implementation will address our immediate needs and set the technology direction for future acquisitions to address organic workload growth in the future.

B14.3 If the Bidder has multiple solutions that can meet our needs they are recommended to submit a separate proposal for each solution.

- (a) If the Bidder has a solution that meets only part of our needs they are encouraged to partner with other solution providers to propose a solution that will fulfill all our requirements.

B14.4 The following attributes apply to the initial configuration:

- (a) Computing workload is spread across two data centres.
- (b) Database and application functionality resides on the listed physical and virtual operating system images.
- (c) Licensing should be perpetual in nature with maintenance and support as separate options.
- (d) Include one year of maintenance and support (should be 5x9 support with 4 hour response)
 - (i) The cost for support and maintenance in future years should be clearly identified in the pricing information.
 - (ii) Any other support and maintenance options that exist (eg different hours of coverage or response times) should be clearly identified in the pricing information.

B14.5 Initial configuration

- (a) This is the capacity and associated functionality required to address our immediate business needs.
 - (i) 300 virtual Windows Operating Systems Images
 - (ii) 70 physical Windows Operating System Images
 - (iii) 35 virtual Linux Operating System Images
 - (iv) 1 physical Linux Operating System Images
 - (v) 30 virtual Solaris Operating System Images
 - (vi) 4 physical Solaris Operating System Images
 - (vii) 1 virtual AS/400 Operating System Images
 - (viii) 3 physical AS/400 Operating System Images
 - (ix) 26 VMware ESX Hosts
 - (x) 22 Oracle Database Servers
 - (xi) 16 SQL Server Servers
 - (xii) 1 DB2 Servers
 - (xiii) 35 application servers (combination of WebLogic, Oracle Application Server, TomCat, JBOSS, ...)
 - (xiv) 42 Web Servers (IIS, Apache)
 - (xv) 11 Exchange/SMTP/BES Servers
 - (xvi) 10 network locations requiring remote client monitoring

B14.6 The various elements that make up the initial configuration must be identified separately along with the associated pricing. This information is required so that if additional amounts are required in the future the pricing will be understood. The Bidder shall identify the quantity of each element that comprise the initial configuration and provide the discounting level for all such elements relative to a publicly available index (eg published government price list). The pricing provided (the lower of the stated price or the current index based discounted price) must be valid for one year from award of Contract. The bidder should provide a copy of the published price list and information how to access the updated price list.

B14.7 It is expected that there may be additional elements that could work with the initial configuration but those elements may not have been proposed. These elements may play an important role in the use of the proposed solution to meet future business needs. Any existing elements that could work with the initial configuration but which were not bid in the initial configuration should be identified separately along with the associated pricing. The Bidder shall provide the discounting level for all such elements relative to a publicly available index (eg published government price list). The pricing provided (the lower of the stated price or the current index based discounted price) must be valid for one year from award of Contract.

B14.8 The systems management solution deployed should

- (a) Provide robust monitoring and management of the current computing workload and be easily extensible for future workloads
- (b) Correlate metrics to defined Service Level Agreement business expectations
- (c) Integrate with existing service delivery workflows such as Incident Management
- (d) Provide robust client experience monitoring from remote locations within our network
- (e) Provide a range of effective options for presenting information to meet the real-time and historical reporting needs of all stakeholders.
- (f) Be implemented and maintained with a minimum of staff effort

B14.9 We are seeking proposals from industry leaders who have experience in delivering systems management solutions and whose proposed solution is best of breed and proven in meeting business requirements of the same nature and complexity as our own. The successful Bidder will apply their experience to develop a plan for implementation, integration with existing infrastructure and maximizing the capabilities of the solution within our environment.

B14.10 The Bidder should provide the details of how they would work with the City's Corporate Support Services team to achieve the aforementioned goal including, but not limited to:

- (a) The solution description;
- (b) The specific technology including the hardware/software that will be required;
- (c) Provide consultation services and develop a plan for implementation, integration with existing infrastructure and maximizing the capabilities of the solution within our environment;
- (d) The training to be provided to City staff to allow for ongoing support of the Solution;
- (e) A project schedule, including activities, task and responsibilities with a timeline which demonstrates the sequence of events, considering the completion timeframe of six (6) weeks after award;
- (f) Commissioning Scripts to test the solution as per the manufacturers recommendations and/or best practices to ensure stated business needs can be achieved with proposed solution as implemented
- (g) Identification of any additional costs that may be involved in the full implementation of the Solution
 - (i) All costs associated with the solution that would be payable to the Bidder are to be included in the bid price for the proposed solution
 - (ii) Any additional costs are intended to reflect related solution costs such as servers required to support the Solution;
- (h) Describe any added value services or offerings included in the proposal
- (i) Highlight key differentiators and unique aspects of their Solution; and
- (j) Why the Bidder's solution is most appropriate for the City

B15. EXPERIENCE

B15.1 The Bidder should submit information in sufficient detail for the City to evaluate their experience by providing:

- (a) Evaluation of the proposed solution from Industry Analysis groups such as Gartner or Forrester. The analysis should be from within the last eighteen (18) months and should reference the elements of the proposed solution.
- (b) The details of the scope and implementation of at least three (3) implementations of the proposed solution to meet similar business needs. These implementations should be based on the same elements being proposed and be addressing business requirements of at least the same demands (range of monitored environments, integration, size of environment, functionality).

- (i) The bidder should describe any significant differences between the proposed solution and the referenced implementations.
- (ii) The bidder should describe any significant differences between our stated business needs and those addressed in the referenced implementations.
- (c) A client reference for each of the projects identified in B15.1(b). Each reference shall consist of a company name, contact name, email address and phone number.

B16. SPECIFICATIONS

B16.1 Specifications, to be submitted, are in response to the information stated in E1.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 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>

B17.3 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.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 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.

B19. WITHDRAWAL OF OFFERS

B19.1 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.

B19.1.1 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.

B19.1.2 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.

B19.1.3 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 B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B18.2 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.

B20. INTERVIEWS

B20.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B21. PROOF OF CONCEPT

B21.1 Bidders will be required to provide proof of concept if shortlisted. Proof of concept could be for a period of up to four (4) weeks and will take place prior to award of Contract.

B22. NEGOTIATIONS

B22.1 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.

B22.2 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.

B22.3 If, in the course of negotiations pursuant to B22.2 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.

B23. NON-CONFORMING SUBMISSIONS

B23.1 Notwithstanding B10.1, with the exception of B2.1, if a Proponent's Submission is not strictly in accordance with any provision of this RFP, the City may, at its option:

- (a) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
- (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.

B23.1.1 If the non-conformance is an omission, the City may, at its discretion, give the Proponent up to five (5) Business Days to supply the omitted material.

B23.2 If the requested information is not submitted by the time specified in B23.1.1, the Submission will be determined to be non-responsive

B24. EVALUATION OF PROPOSALS

B24.1 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: (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Price 30%
- (d) Solution 15%
- (e) Experience 20%
- (f) Specifications 35%

- B24.2 Further to B24.1(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.
- B24.3 Further to B24.1(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.
- B24.4 Further to B24.1(c), the Price shall be the combination of lump sum and unit prices shown on Form B: Prices.
- B24.5 Further to B24.1(d), the Solution will be evaluated considering the information submitted in response to B14.
- B24.6 Further to B24.1(e), the Experience will be evaluated considering the information submitted in response to B15.
- B24.7 Further to B24.1(f), the Specifications will be evaluated considering the information submitted in response to B16.
- B24.8 Where Bidders fail to provide responses, the score of zero or fail will be assigned to that Section.
- B24.9 This Contract will be awarded as a whole or by item
- B24.9.1 Notwithstanding B12.1, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all items, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract as a whole.
- B24.10 The City will award a Contract for the Solution, or components of that Solution that are determined to be in its best interests in accordance with the Evaluation Criteria set out in B24.1.
- B24.11 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B25. AWARD OF CONTRACT

- B25.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B25.2 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.
- B25.2.1 Without limiting the generality of B25.2, 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.

B25.3 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 B24.

B25.3.1 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

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

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 provision of systems management software.

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

- (a) implementation and provision of the solution
- (b) training of City staff

D2.3 Acquisitions Beyond Initial Configuration Scope of Work shall be in effect for the period of one year after award of the Contract, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.3.1 Further to D2.3, The City of Winnipeg reserves the right to alter the Acquisitions Beyond Initial Configuration Scope of Work to a Contract period of greater than one (1) year, if it is in the City's best interest, considering the discount % specified from the published index as follows:

- (a) Two (2) years with the option of three (3) mutually agreed upon one (1) year extensions; or
- (b) Three (3) years with the option of two (2) mutually agreed upon one (1) year extensions.

D2.3.2 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.

D2.3.3 Changes resulting from such negotiations shall become effective on the expiry date of the Contract. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.4.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "prefer" means a desirable action or feature which will be evaluated on a relative scale;" ;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mr. Robert Szkolnicki

The City of Winnipeg - Corporate Support Services

6th Floor – 510 Main Street
Winnipeg, MB, Canada, R3B1B9
Telephone No.: (204) 986-2039
Facsimile No.: (204) 986-5966

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.

D9. SECURITY CLEARANCE

D9.1 Each individual proposed to perform the following portions of the Work:

(a) any Work within the City data centre(s);

shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D9.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Bureau of Police Records, 4th Floor, 151 Princess Street:

(a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Request for Proposal Number in the space provided. This form can be found on the website at:

www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc

(i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;

(ii) Individuals will need to sign and date Section 3 of the form.

(b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at: www.winnipeg.ca/police/BPR/id.stm

(c) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at:

www.winnipeg.ca/police/BPR/fees.stm

D9.2.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:

(a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.

D9.3 Prior to the commencement of any Work specified in D9.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.

D9.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work specified in D9.1

D9.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D9.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in D9.1

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 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.
- 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 D7;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D8; and
 - (iv) the security clearances specified in D9.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D10.2.1 Further to D10.2(a)(iv), subject to all other requirements being met, the Contractor may commence Work prior to submitting the security clearances.

D11. TOTAL PERFORMANCE

- D11.1 The Contractor shall achieve Total Performance of the Initial Configuration Scope of Work within six (6) weeks of award of the Contract.
- D11.2 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. This shall include the completion of all commissioning scripts to the satisfaction of the Contract Administrator. 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.
- D11.3 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.

D12. DELIVERY OF GOODS DURING CONTRACT PERIOD – NOT INCLUDING INITIAL CONFIGURATION

- D12.1 Goods shall be delivered for the Acquisitions Beyond Initial Configuration Scope of Work within 30 (thirty) Calendar Day(s) of the placing of an order, f.o.b. destination, freight prepaid to:
- Tim Rushforth
Systems Coordinator
The City of Winnipeg - Corporate Support Services
6th Floor – 510 Main Street
Winnipeg, MB, Canada, R3B1B9
- D12.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D12.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D12.4 The Contractor shall off-load goods as directed at a delivery location to be specified at the time of order.

MEASUREMENT AND PAYMENT

D13. INVOICES

D13.1 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

D13.2 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.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14. PAYMENT

D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D15. WARRANTY

D15.1 Notwithstanding C11, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 General

- (a) Describe the monitoring and reporting capabilities for infrastructure elements such as storage, blades, blade enclosures, virtual hosts, switches, printers, AC, UPS, PDUs, etc.
- (b) Describe the monitoring and reporting capabilities for the health and performance of network connections between devices and sites.
- (c) Describe the knowledge capabilities included in the proposed solution. Describe how we define our custom knowledge and how it integrates with the 'out of box' knowledge capabilities. Describe how the 'out of box' knowledge is expanded with future releases and any user community extensions which are possible.
- (d) Describe how various metrics and alerts can be combined to produce a custom metric and/or alert. Describe any limitations on combining metrics and alerts from different elements of the proposed solution (eg. Customer experience, SLA and detailed OS monitoring). Describe any limitations on how various metric and alerts can be presented (in consoles, dashboards, reports, logs, messages, etc).
- (e) Describe the proposed solution's integration with BMC Remedy for ticket management (creation, editing and close) and CMDB and if the integration is bi-directional. Describe the functionality that is available out of the box and what requires customization.
- (f) Describe the proposed solution licensing approach for acquisition of the various elements and associated maintenance/support. Provide details on the various maintenance/support options along with associated costs.

E1.2 Platform/Operating System

- (a) List the physical and virtual operating system environments the proposed solution supports, including the various major versions of the environments (eg. Windows Server 2008 32 bit, Windows Server 2008 64 bit, Windows Server 2003 R2 32 bit, etc). Of particular interest are Windows (starting with Windows 2000), Solaris, Linux (CentOS and any other enterprise variants), AS/400.
- (b) Provide a complete listing of the metrics, events and other information monitored and managed for each of the supported environments. Provide details on any limitations that exist for any of the supported environments using Windows 2003 R2 support as the baseline for functionality. If metrics come from a standard data source (eg. Perfmon, IOSTATS, etc) list the standard data sources utilized and any additional metrics the proposed solution can provide.
- (c) Describe the functionality the proposed solution provides for monitoring of mount points, files and directories (eg scrape for specific text, file size growth/modification, file existence, etc). Describe the interface provided to define this monitoring and when custom coding/scripts will be required rather than simple definition of search strings within and interface. Describe how the results of this monitoring are integrated into the overall monitor/alert capabilities.
- (d) Describe how the proposed solution would be used to track down and address the following scenario:
 - (i) Impacted System: 3 tier application running totally virtualized, SLA monitoring on user performance experience for 3 business transactions
 - (ii) First notification of issue: SLA user experience response time breach
 - (iii) Root Cause: single process on application server virtual guest using excessive memory (causing virtual host memory over utilization)

- (iv) Describe the complete workflow from first recognition/reporting of an issue to final resolution (including integration into the Remedy Incident tracking system).

E1.3 Database

- (a) List the database server environments the proposed solution supports, including the various major versions of the environments (eg. Oracle 10g, Oracle 11i, etc). Of particular interest are Oracle SE, SQL Server SE, DB2, MySQL)
- (b) Provide a complete listing of the metrics, events and other information monitored and managed for each of the supported environments. Provide details on any limitations that exist for any of the supported environments using Oracle 10g support as the baseline for functionality. If metrics come from a standard data source (eg. Oracle StatsPack) list the standard data sources utilized and any additional metrics the proposed solutions can provide.
- (c) Describe the monitoring/management provided for database high availability implementations (eg Oracle RAC, SQL Server Clusters, etc).
- (d) Describe how the proposed solution would be used to track down and address the following scenario:
 - (i) Impacted System: 3 tier application running totally virtualized, SLA monitoring on user performance experience for 3 business transactions
 - (ii) First notification of issue: SLA user experience response time breach
 - (iii) Root Cause: disk contention on an Oracle redo log cause by high IO on the RAID group containing the redo log coming from a server not part of the impacted system
 - (iv) Describe the complete workflow from first recognition/reporting of an issue to final resolution (including integration into the Remedy Incident tracking system).

E1.4 Application/Messaging

- (a) List the web, application server and messaging environments the proposed solution supports, including the various major versions of the environments (eg. WebLogic 10.0, WebLogic 10.3, etc). Of particular interest are IIS, Apache, WebLogic, Oracle Application Server, Exchange, SharePoint, TomCat, JBOSS, Tuxedo, Active MQ, Active Directory, Terminal Services, Citrix).
- (b) Provide a complete listing of the metrics, events and other information monitored and managed for each of the supported environments. If metrics come from a standard data source list the standard data sources utilized and any additional metrics the proposed solutions can provide.

E1.5 Client Experience Monitoring

- (a) Describe the proposed solution's capabilities to perform client performance experience and availability monitoring from different locations on the network. Describe how this functionality works with web and client based applications. Describe how data from multiple monitoring points is correlated for SLA and other health based view purposes.
- (b) Describe how checkpoints or units of work are defined within the client experience monitoring. Describe the steps and effort required to implement both a web and client user experience monitoring function.
- (c) Describe any ability of the proposed solution to monitor actual end user response via passive monitoring capabilities. Is the capability appliance or software based? Does it correlate response time data against data for other areas of the proposed solution? Does it add a point of failure to the monitored traffic?

E1.6 Presentation

- (a) Describe how the proposed solution assigns multiple tiers of priority to different events and how the lifecycle of events are managed. Describe the workflow management and historical reporting of events provided. Describe how the proposed solution prevents alert overload during major events and planned maintenance windows.

- (b) Describe the options available for the display of events (logical device groupings, SLA boundaries, aggregation, etc). Describe how the displays would be configured and the various access methods (granularity of view, web vs client application based, outbound notification methods, blackout periods, etc)
- (c) Describe how the proposed solution differentiates between real time and historical information and any limitations with reporting on historical information. Provide approximate storage requirements for a year of historical data for 100 devices with typical configurations as described in your response. Describe how data is summarized through it's lifecycle and any associated loss of detail and/or functionality as a result of the summarization.
- (d) Describe the reporting features of the proposed solution, delivered out of the box reports and how custom reports are produced. Describe the scheduling, publishing, security/granularity and distribution mechanisms for the reports.
- (e) Describe the dashboard capabilities of the proposed solution. Describe any functional differences between the web browser and client application versions of the dashboards. Describe the granularity of view and functionality that can be defined into dashboards based on user role.
- (f) Describe the methods of alert delivery (email, SMS, console, dashboard, integrated application (ie BMC Remedy), specific platform messaging (eg Windows desktop, Smartphone, etc), etc). Describe how alert rules are managed and functionality provided to minimize the effort required to manage the alert and recipient definitions.
- (g) Describe the options available for automated response to events and alerts in context of extending diagnosis and automated recovery.

E1.7 SLA

- (a) Describe how the proposed solution correlates metrics to defined Service Level Agreements (SLAs). Describe how the SLAs are defined within the solution and provide the steps required to define a SLA consisting of multiple disparate metrics (eg client response time, system availability, server performance and network speed). Describe how maintenance and blackout periods are managed.
- (b) Describe how SLAs are presented within the proposed solution (dashboard, reports, outbound notifications). Describe any differences in real-time and historical data display. Describe any ability to predict future breaches.
- (c) Describe how SLA information is provided to customers when their workload resides on shared infrastructure. Describe the methods available for clients to access the information (dashboards, reports, notifications) and customer ability to customize their view.

E1.8 Manageability

- (a) Describe the features of the proposed solution that make it easy to implement, learn and use and keep management effort to a minimum. Describe the effort required to implement and maintain a typical 300 device environment with a robust security configuration (multiple firewall zones).
- (b) Describe how the architecture of the proposed solution allows it to work within a secure environment with multiple firewall zones. Describe how the proposed solution is designed for fault tolerance and how functionality is impacted if communication is lost between elements.
- (c) Describe how monitoring of devices is configured and how that effort is minimized through use of groupings, customizable defaults, role based settings, text based configurations, aggregation, etc.