



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 679-2011**

**SUPPLY AND DELIVERY OF SERVER HARDWARE AND ACCESSORIES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF SERVER HARDWARE AND ACCESSORIES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 8, 2012.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. BIDDERS CONFERENCE**

B3.1 The Contract Administrator will hold a Bidders' conference at the bid opening room, Main Floor 185 King Street, from 1:00pm to 2:30pm on May 16, 2012.

(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 D5.1.

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 B4 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 Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B25.

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 B10.7, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B25.1(a).

## **B9. SERVER BACKGROUND**

B9.1 The City currently utilizes HP Blade, Tower and Rack servers for its x86 based computing needs and is open to review/change.

B9.2 We currently have approximately 110 physical servers – ~48 Blades, ~ 56 Rack/Tower, and ~6 Unix/iSeries. Of the ~110 physical servers, ~43 are VMware Hosts supporting over 650 VMs. The majority of the ~56 Rack/Tower servers are older servers that are expected to be virtualized over the next year.

B9.3 Our current policy for deploying new servers is to use virtualization as the default and only look to Blade or tower/rack servers if justified.

B9.4 Our current workload is over 90% virtualized and growing. The total workload consists of ~80% Windows, ~20% Linux and less than 1% Unix/iSeries.

B9.5 All of our current Blade computing is addressed with 2 socket Intel Blade servers. We currently utilize HP BL490c Servers for our VMware ESX hosts which provide a large number of DIMM slots that can achieve a high amount of RAM with low cost DIMMs.

B9.6 We currently have 2 active data centres with ~70% of our workload at one site and ~30% at the other site. 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.

B9.7 We utilize fibre channel Storage Area Networks and the majority of our servers are diskless and boot from SAN.

- B9.8 We are currently utilizing HP's Flex Fabric interconnects in our Blade Enclosures to provide connectivity to our Cisco Ethernet and Brocade Fibre Channel networks.
- B9.9 We utilize Nimsoft for Systems Management of our environment.
- B9.10 The approximate number of blade servers to be purchased in the next 2 years is 40.
- B9.11 The approximate number of Rack/Tower servers to be purchased in the next 2 years is 10.

**B10. PROPOSAL SUBMISSION**

- B10.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Technical and Support Services (see B15);
  - (d) Experience (see B16);
  - (e) Written Conformance (see B18);
  - (f) Technical Specifications (E3 – E5)
- B10.2 The Proposal may contain the following components:
- (a) Value Added Services (see B17);
- B10.3 Further to B10.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.
- B10.4 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B10.4.1 Bidders should submit one (1) unbound original (marked "original") and four (4) copies.
- B10.5 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B10.5.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B10.6 Bidders are advised not to include any information/literature except as requested in accordance with B10.1.
- B10.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B25.1(a).
- B10.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B10.9 Bidders shall provide a complete separate submission for each proposal if they choose to submit multiple solutions.
- B10.10 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 a price in Canadian funds for:
- (a) Section A, Items 1 – 10 and any additional Items added as applicable and
  - (b) Section B, Items 1 - 8 and any additional Items added as applicable identified on Form B: Prices.
- B12.2 Bidder shall enter pricing for all sections.
- B12.3 The Bidder shall enter SKU numbers, approximate quantities and unit of measure for each item listed on Form B: Prices.
- B12.3.1 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.
- B12.3.2 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.
- B12.4 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.
- B12.5 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.
- B12.6 The components on Form B: Prices Section A "Blade Servers" shall contain all components for a Blade Enclosure fully populated with blade servers.
- B12.7 The City will use the quantities and prices listed on Form B: Prices: Section A "Blade Servers" to determine the unit cost of a Blade server for evaluation purposes.
- B12.8 The components on Form B: Prices Section B "Rack/Tower Servers" shall contain all components for a Rack and Tower server.
- B12.9 The City will use the quantities and prices listed on Form B: Prices Section B "Rack/Tower Servers" to determine the unit cost of a Rack and Tower server for evaluation purposes.
- B13. PRICE DETERMINATION MECHANISM AND UNIT PRICES**
- B13.1 The Bidder shall, on Form B: Prices provide unit prices for SKUs and a complete description of the price determination mechanism(s) used to calculate the prices.
- B13.2 In addition to individual SKU unit pricing, the Bidder shall on Form B: Prices provide a complete description of price determination mechanism(s) that can be applied to a range or family of products (framework pricing) that include the listed SKUs.
- B13.3 The price determination mechanism(s) on Form B: Prices shall be employed throughout the term of the Contract to determine the prices of goods and services.
- B13.4 Price determination mechanisms shall:
  - (a) include an explicit and detailed definition of each index proposed to be used;
  - (b) provide a mechanism to determine the price at the time an order is placed; and
  - (c) be determinable, i.e., conditions such as "to be determined" or "to be negotiated" may be deemed non-responsive.
  - (d) Price determination mechanisms shall be based on indices which can be verified through independent sources;
- B13.5 Price determination mechanisms may:
  - (a) utilize different indices for different products;
  - (b) be based on other than Canadian indices if they include adjustment for changes in currency exchange rates;
  - (c) be based on published manufacturer's Government sector price list or an equivalent.
- B13.6 For further clarification, Bidders shall:
  - (a) Provide individual unit prices for all SKUs listed on Form B: Prices

- (b) Provide the price determination mechanism(s) used to calculate the individual SKU unit prices on Form B: Prices.
- (c) Provide the price determination mechanism(s) for framework pricing on Form B: Prices.

B13.7 Pricing provided at time of purchase shall be the lower of the stated SKU unit price on Form B: Prices or the current (SKU or framework) price mechanism discount.

#### **B14. QUALIFICATION**

B14.1 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.

B14.2 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>

B14.3 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);

B14.4 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.

B14.5 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.

B14.6 The Bidder shall provide evidence that the Bidder is a manufacturer or an authorized manufacturer re-seller of each item of computer equipment indicated in the proposal.

#### **B15. TECHNICAL AND SUPPORT SERVICES**

B15.1 The Bidder shall provide information regarding support services that should include:

- (a) Identify the account manager and key personnel proposed including any subcontractors. The information provided should include names, responsibilities, relevant experience and certifications.
- (b) Describe their sales department operation and provide their service support solution including the account manager's role, hours of business, level of familiarity with the products being proposed.

- (c) Outline their relationship with the manufacturer(s) of the computer equipment indicated in the Proposal.
- (d) Detail the technical qualifications of the staff associated with servicing this Contract. This may contain resumes for key staff plus relevant designations and the number of progressive years of experience.
- (e) Describe:
  - (i) Online ordering and order status enquiry screens or reports that will allow the City to track progress of individual orders from order date to delivery.
  - (ii) Method(s) for provision of packing slip and invoice information including method of delivery i.e. online, email, paper.
  - (iii) Describe what information is provided on packing slips.
  - (iv) Whether there is ability to provide asset management reporting that can include the following:
    - (i) Computer equipment brand, model, hardware configuration and serial number,
    - (ii) Delivery and/or installation location,
    - (iii) Purchase order number and order date
    - (iv) Invoice number and invoice amount.
- (f) Describe the proposed procedure for return of incorrect goods supplied as a result of the City's error.

#### **B16. EXPERIENCE**

- B16.1 The Bidder shall submit information in sufficient detail for the City to evaluate their experience which should consist of but not limited to the following:
- (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) Three (3) client references for relationships where similar computer equipment and services are being provided. Each reference should consist of a company name, contact name, email address, phone number and a brief description of the computer equipment and services being provided. By submitting a proposal the Bidder consents to the City being able to contact these references.

#### **B17. VALUE ADDED SERVICES**

- B17.1 The Bidder may provide a description for any Value Added Services.

#### **B18. WRITTEN CONFORMANCE**

- B18.1 The Bidder shall provide written conformance to requirements detailed in the Supplemental Conditions D6 through D9, D19, D20 and D21.

#### **B19. TECHNICAL SPECIFICATIONS**

- B19.1 Specifications shall be submitted, are in response to the information stated in E3, E4 and E5.

#### **B20. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B20.1 Proposals will not be opened publicly.
- B20.2 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>

B20.3 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.

### **B21. IRREVOCABLE OFFER**

B21.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B21.2 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.

### **B22. WITHDRAWAL OF OFFERS**

B22.1 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.

B22.1.1 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.

B22.1.2 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.

B22.1.3 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 B22.1.3(b), declare the Proposal withdrawn.

B22.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B21.2 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.

### **B23. INTERVIEWS**

B23.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

### **B24. NEGOTIATIONS**

B24.1 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.

B24.2 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.

B24.3 If, in the course of negotiations pursuant to B24.2 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.

## **B25. EVALUATION OF PROPOSALS**

B25.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal, or acceptable deviation therefrom:
  - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B14:
  - (i) mandatory qualifications (pass/fail);
- (c) Total Bid Price 40%;
- (d) Technical and Support Services (B15) 5%
- (e) Experience (B16) 20%
- (f) Value Added Services (B17) 10%
- (g) Written Conformance (B18) (pass/fail);
- (h) Technical Specifications (E2 – E5) 25%
- (i) economic analysis of any approved alternative pursuant to B8;

B25.2 Further to B25.1(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.

B25.3 Further to B25.1(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.

B25.4 Further to B25.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B25.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B25.4.2 Further to B25.1(c), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B25.5 Further to B25.1(d), the Technical and Support Services will be evaluated considering the information submitted in response to B15.

B25.6 Further to B25.1(e), the Experience will be evaluated considering the information submitted in response to B16.

B25.7 Further to B25.1(f), the Value Added Services will be evaluated considering the information submitted in response to B17.

B25.8 Further to B25.1(g), the Award Authority may reject any Proposal submitted by a Bidder who does not submit Written Conformance in accordance with B18.

- B25.9 Further to B25.1(h), the Technical Specifications will be evaluated considering the information submitted in response to B19.
- B25.10 Where Bidders fail to provide responses, the score of zero or fail will be assigned to that Section.
- B25.11 This Contract will be awarded as a whole.
- B25.12 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B25.1(a) and B25.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

**B26. AWARD OF CONTRACT**

- B26.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B26.2 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.
- B26.2.1 Without limiting the generality of B26.2, 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.
- B26.3 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 B25.
- B26.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B26.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)

C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and delivery of server hardware and accessories for the period from July 1, 2012 until June 30, 2014, with the option of three (3) mutually agreed upon one (1) year extensions.

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

D2.1.2 Changes resulting from such negotiations shall become effective on July 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

- (a) Provision of Blade server hardware and accessories;
- (b) Provision of Rack and Tower server hardware and accessories;
- (c) Provision of Warranty Services.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 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.

D2.3.2 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. NEW AND OBSOLETE PARTS

D3.1 The City understands the proposed SKUs will become obsolete during the Contract period. The Contractor shall provide replacement SKUs, in accordance with D9, during the term of the Contract for all expired SKUs within sixty (60) days of their expiration. The replacement SKUs must maintain current technology trends and have a discount structure no less than what had been originally proposed in the Contractor's submission. Failure to adhere to this mandatory requirement will be considered an event of default in accordance with C16.

D3.2 The City reserves the right to add items within the same scope to the Contract under the same terms and conditions and by using the same price determination mechanism specified on Form B: Prices.

D3.3 The City may, should the requirement for a product no longer exist, remove products from the Contract.

#### D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) "**Value Added Services**" means any other services the Bidder may choose to provide that the City has not specifically requested in D2.2. All Value Added Services proposed will be understood to be offered at no extra costs.



- (b) **"Framework Pricing"** means a consistent discount formula based pricing structure that can be applied to a range of products. Generally measured in percentages.
- (c) **"Accessories"** means options or peripherals that relate to servers and Blade chassis components. Examples of server accessories would be RAM, add on cards, power supplies, fans, etc.

**D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Tim Rushforth  
Systems Coordinator

Telephone No.: (204) 986-2019

Facsimile No.: (204) 986-5966

**D6. PRODUCT ORDERING LOGISTICS**

D6.1 Unless stipulated otherwise at the time of ordering partial shipments will be allowed.

D6.2 The City may, at no cost to the City, cancel an order which has not been shipped (physically left the Contractor's facility).

**D7. ORDER TRACKING**

D7.1 The Contractor shall monitor the status of each order placed pursuant to the Contract.

D7.2 Immediately upon detecting any imminent failure to deliver an order by the date agreed, pursuant to D6, the Contractor shall advise the User. The User may then:

- (a) Authorize a revised delivery date
- (b) Authorize the Contractor to supply a permanent or temporary substitute; or
- (c) Delete any or all of the order and obtain the item(s) from any alternate means.

D7.3 The Contractor shall, upon request of the User, provide an accurate status report and estimated delivery date for an order.

**D8. RETURN OF GOODS**

D8.1 Further to C9.8 to C9.13, Goods incorrectly supplied as a result of the Contractors error shall be returned at no cost to the City.

D8.2 Further to C9.8 to C9.13, Goods incorrectly supplied as a result of the City's error will be returned at the City's cost.

D8.3 Further to C9.8 to C9.13, the Contractor will be responsible for costs and any associated computer equipment manufacturer correspondence for any and all equipment delivered in an unusable state.

**D9. CHANGES IN THE WORK**

D9.1 Further to C7, the City anticipates that during the term of the Contract there will be changes including but not limited to:

- (a) Products line / model availability;
- (b) Product standards required to meet requirements and recommendations of software suppliers.

D9.2 Changes shall be addressed in accordance with C7 of the General Conditions.

D9.3 Where a product line is discontinued by the Manufacturer or otherwise becomes unavailable in the market, the Contractor shall provide detailed technical literature on the proposed replacement. The Contract Administrator will determine the acceptability of the proposed replacement product.

D9.4 Where the Contractor is unable to provide a replacement product to meet changes in the City's requirements, the City shall have the right to remove the product from the Contract.

#### **D10. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

D10.1 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.

D10.2 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.

D10.3 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.

#### **D11. NOTICES**

D11.1 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**

#### **D12. AUTHORITY TO CARRY ON BUSINESS**

D12.1 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.

#### **D13. INSURANCE**

D13.1 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;

D13.2 Deductibles shall be borne by the Contractor.

- D13.3 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.
- D13.4 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.
- D13.5 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.

#### **D14. SECURITY CLEARANCE**

- D14.1 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.
- (i) Two (2) pieces of identification as stated in Bureau of Police Records on the website at: [www.winnipeg.ca/police/BPR/id.stm](http://www.winnipeg.ca/police/BPR/id.stm)
- (ii) 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](http://www.winnipeg.ca/police/BPR/fees.stm)
- D14.1.1 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.
- D14.2 Prior to the commencement of any Work specified in D14.1, 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.
- D14.3 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 D14.1.
- D14.4 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.
- D14.5 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 D14.1.

#### **SCHEDULE OF WORK**

##### **D15. COMMENCEMENT**

- D15.1 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.
- D15.2 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 D12;
  - (ii) evidence of the workers compensation coverage specified in C6.16;
  - (iii) evidence of the insurance specified in D13;
  - (iv) the security clearances specified in D14.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D15.2.1 Further to D15.2(a)(iv), subject to all other requirements being met, the Contractor may commence Work prior to submitting the security clearances.

## **D16. COOPERATIVE PURCHASE**

- D16.1 The Contractor is advised that from time to time during the term of the Contract, the Contract Administrator may approve the participation of other public sector organisations and affiliates, including but not limited to municipalities, universities, schools and hospitals.
- D16.2 If the location of any potential participant is beyond the boundaries of the City of Winnipeg the Contractor shall notify the Contract Administrator in writing of the amount of any additional delivery charges.

## **D17. DELIVERY**

- D17.1 Goods shall be delivered within fifteen (15) Business Day(s) of the placing of an order, f.o.b. destination, freight prepaid to various locations within the City:
- D17.2 When a User places an order, the Contractor shall confirm the price and delivery date(s) within the next Business Day.
- D17.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D17.4 The Contractor shall off-load goods as directed at the delivery location.
- (a) The product delivery shall be to the City's final destination and not delivered just to the nearest loading dock;
- D17.5 Further to C6.32, if an order cannot be delivered within fifteen (15) Business Days of placement of an order, the Contractor shall notify the User. The User may then:
- (a) Authorize the proposed delivery date;
  - (b) Authorize the Contractor to supply a permanent or temporary substitute; or
  - (c) Delete any or all of the order and obtain the item(s) from any alternate means.

## **MEASUREMENT AND PAYMENT**

### **D18. INVOICES**

- D18.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

- D18.2 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.

D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18.4 Bids Submissions must be submitted to the address in B10.10.

#### **D19. PAYMENT**

D19.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D19.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### **WARRANTY**

#### **D20. WARRANTY**

D20.1 Further to C11, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

D20.2 Notwithstanding C11 and D20.1, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

#### **D21. OPTIONAL WARRANTIES**

D21.1 Further to D20.2, Goods supplied to the City under the Contract shall come complete with mandatory three (3) year minimum onsite warranty.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8.

#### **E2. GOODS**

- E2.1 The Contractor shall supply server hardware and accessories in accordance with the requirements hereinafter specified.
- E2.2 All equipment must be new and cannot contain any remanufactured parts. Reconditioned, refurbished or remanufactured equipment will not be accepted.

#### **E3. ALL SERVERS AND ACCESSORIES**

- E3.1 Blade and Tower/Rack Mount servers shall be from the same vendor.
- E3.2 Servers shall support Windows 2003/2008, Red Hat Enterprise Linux 5.x/6.x and VMware ESXi 4.x /5.x.
- E3.3 Describe the local Winnipeg support structure.
  - (a) Are spare components stored in Winnipeg?
  - (b) Who handles support?
- E3.4 Servers shall include ability to remotely power on/off server and provide a graphical remote console.
- E3.5 Describe the management tools and capabilities such as but not limited to:
  - (a) Remote Power controls;
  - (b) Remote console;
  - (c) Agent or agentless management;
  - (d) Mobile applications;
  - (e) Describe alerting methods for hardware failures;
  - (f) Describe any "Call Home" functionality for reporting hardware failures to the vendor;
  - (g) Describe any integration with Nimsoft Monitoring.
- E3.6 Describe tools and process available for updating firmware and BIOS on all hardware.
- E3.7 Describe any unique features and capabilities.
- E3.8 Describe any plugins available for VMware vCenter server.
- E3.9 All servers and enclosures shall include hot plug/redundant fans and hot plug/redundant power supplies.
- E3.10 Describe the reduced processor socket and core options available on 2 Socket servers that could be utilized for software that is licenced by core or socket.
- E3.11 Servers and switches shall support 4 and 8 Gbps FC connectivity.

- E3.12 Servers and switches shall support 10Gbs and 1 Gbs Ethernet connectivity.
- E3.13 Explain how the City can accomplish integrating the equipment with our legacy HP servers in the most cost efficient way.
- E3.14 Warranty should not be affected by the City's need to move equipment, perform hardware upgrades (including adding industry standard boards for specialized peripheral devices) and perform software upgrades on units.
- E3.15 The start date for warranty shall not commence prior to receipt of goods by the City.
- E3.16 The Contractor must notify the equipment manufacturer in a timely manner (no greater than 2 weeks from the invoice date) when equipment is purchased. They must record the purchase with the manufacturer so that the manufacturer will recognize the start of the warranty period.

#### **E4. BLADE SERVERS**

- E4.1 Shall have internal media slot (SD Card or internal USB) supported for booting VMware ESXi.
- E4.2 Power for Blade chassis should operate on PDUs with 208V single phase output.
- E4.3 When was the blade enclosure introduced? What is the product roadmap and end of life?
- E4.4 Each Blade server shall support:
  - (a) Redundant connections for 8Gbs Fiber Channel connectivity;
  - (b) A minimum of 4 Ethernet ports.
- E4.5 Blade system interconnects/switches shall support connectivity to Cisco Ethernet Networks and Brocade Fibre Channel SANs:
  - (a) Specify # of Fibre Channel uplinks and speeds;
  - (b) Specify # of Ethernet uplinks and speeds.
- E4.6 Ethernet switches or interconnects:
  - (a) Shall support a minimum of 128 VLANs per port;
  - (b) Shall support link aggregation between ports.
- E4.7 Explain any virtualization capabilities supported by the Blade Enclosure SAN and LAN interconnects including but not limited to:
  - (a) Ability to swap a server blade into a different slot or enclosure;
  - (b) Profiles used to configure Fibre Channel and Ethernet connectivity.
- E4.8 What size memory DIMMs and how many DIMM slots are supported on a 2 Processor Blade Server:
  - (a) with 1 Processor populated;
  - (b) with 2 Processors populated.
- E4.9 What is the total # of PCI add on slots supported on a 2 Socket Blade server.

#### **E5. TOWER/RACK MOUNT SERVERS**

- E5.1 Tower/Rack Mount Servers shall:
  - (a) have RAID controller supporting RAID5 and RAID1 with cache battery backup;
  - (b) support up to 6 internal hot swappable disks.
  - (c) include Ethernet and Fiber Channel connectivity;

- (d) support the same internal Disk Drives;
- (e) have minimum 3 expansion PCI slots.