



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 1151-2015**

**CLOUD-BASED SOLUTION FOR ARCHIVAL INFORMATION MANAGEMENT AND  
DIGITAL PRESERVATION SOFTWARE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 CLOUD-BASED SOLUTION FOR ARCHIVAL INFORMATION MANAGEMENT AND DIGITAL PRESERVATION SOFTWARE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 14, 2016.

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

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B5. ADDENDA**

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

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the requirements specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent 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 proposed solution 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, 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, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her 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 B6.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices; and
  - (c) Form N: Questionnaire.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12;
  - (c) Project Understanding and Methodology (Section E) in accordance with B13; and
  - (d) Project Schedule (Section F) in accordance with B14.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor

Winnipeg MB R3B 1J1

- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B8. PROPOSAL**

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.

- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.1

- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent 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 Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

**B9. PRICES**

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

- B9.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.4.1 Notwithstanding C11.1.1 and C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B10. FORM N**

- B10.1 Further to B7.1(c), the Proponent shall complete Form N: Proponent Proposal-Requirements, making all required entries, including:
- (a) Mandatory Requirements
    - (i) Functional Requirements (Requirement References: FR-01 to FR-26); and
    - (ii) Non-Functional Requirements (Requirement References: NFR-01 to NFR-02).
  - (b) Non-Mandatory Requirements
    - (i) Functional Requirements (Requirement References: FR-27 to FR-39); and
    - (ii) Non-Functional Requirements (Requirement References: NFR-03 to NFR-19).

**B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management and contract administration services on up to three cloud-based projects of similar complexity, scope and value.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) role of the contractor;
  - (c) project's original contracted cost and final cost;
  - (d) anticipated project schedule and actual project delivery schedule;
  - (e) project owner;
  - (f) reference information (two current names with telephone numbers per project).
- B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all cloud service providers.

**B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

- B12.1 Describe your approach to overall team formation and coordination of team members.
- B12.1.1 Include an organizational chart for the Project.
- B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for archive projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include



educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in application design, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.

(a) Proponent\_RFP\_Experience\_Form (Appendix E);

B12.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11, provide only the project name and the role of the key person. For other projects provide the following:

(a) Description of project;

(b) Role of the person;

(c) Project Owner;

(d) Reference information (two current names with telephone numbers per project).

### **B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B13.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D2. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B13.3 Proposals should address:

(a) the team's understanding of the broad functional and technical requirements;

(b) the proposed Project methodology with respect to the information provided within this RFP; and

(c) any other issue that conveys your team's understanding of the Project requirements.

B13.4 For each person identified in B12.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

### **B14. PROJECT SCHEDULE (SECTION F)**

B14.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

### **B15. DISCLOSURE**

B15.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B15.2 The Persons are:

(a) Artefactual Systems Inc.

(b) Preservica Digital Preservation.

### **B16. QUALIFICATION**

B16.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.

B16.2 The Proponent 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>

B16.3 The Proponent 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

B16.4 The Proponent 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 Proponent and of any proposed Subcontractor.

## **B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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 Proponent 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.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## **B18. IRREVOCABLE OFFER**

B18.1 The Proposal(s) submitted by the Proponent 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 Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B19. WITHDRAWAL OF OFFERS**

- B19.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B19.1.1 Notwithstanding C22.5, 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 Proponent'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 Proponent 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 Proponent'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 Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B18.2 shall be liable for such damages as are imposed upon the Proponent 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/her sole discretion, interview Proponents during the evaluation process.

## **B21. NEGOTIATIONS**

- B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B21.3 If, in the course of negotiations pursuant to B21.2 or otherwise, the Proponent 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 Proponent from the Proposal as originally submitted.

## **B22. EVALUATION OF PROPOSALS**

- B22.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
  - (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B16: (pass/fail)
  - (c) Total Bid Price; 40%

- |      |  |             |
|------|--|-------------|
| (d)  | Form N (Questionnaire):  |             |
| (i)  | Mandatory Requirements   | (pass/fail) |
| (ii) | Non-Mandatory Requirements                                       | 40%         |
| (e)  | Experience of Proponent and Subcontractor; (Section C)           | 5%          |
| (f)  | Experience of Key Personnel Assigned to the Project; (Section D) | 5%          |
| (g)  | Project Understanding and Methodology (Section E)                | 5%          |
| (h)  | Project Schedule. (Section F)                                    | 5%          |
- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B22.4 Further to B22.1(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 in accordance with B9.
- B22.5 Further to B22.1(d), Proponents response to Form N shall be evaluated considering the degree to which the Proponent can satisfy the mandatory and non-mandatory requirements for the solution requested and submitted in response to B10.
- B22.6 Further to B22.1(e), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested in B11.
- B22.7 Further to B22.1(f), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity requested in B12.
- B22.8 Further to B22.1(g), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization requested in B13.
- B22.9 Further to B22.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project requested in B14.
- B22.10 Notwithstanding B22.1(e) to B22.1(h), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.11 This Contract will be awarded as a whole.
- B22.12 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B23. AWARD OF CONTRACT**
- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

- B23.2.1 Without limiting the generality of B23.2, 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.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B23.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* 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)
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF SERVICES**

D2.1 The Work to be done under the Contract shall consist of the provision and support of the Archival Information Management and Digital Preservation software and the migration of data from two existing applications for the period from the date of award until successful completion of the Work as accepted by the Contract Administrator.

D2.1.1 Further to D2.1, the City intends to implement the software and migration of data before December 1, 2016.

D2.1.2 Further to D2.1, this Contract will be for ongoing user support and three (3) years maintenance in effect after successful implementation with the option of five (5) mutually agreed upon two (2) year extensions.

D2.1.3 The City may negotiate the extension option with the Contractor within ninety (90) 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.

D2.1.4 Changes resulting from such negotiations shall become effective on the anniversary of the start date 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) Implementation of third party Archival Information Management and Digital Preservation software in a cloud environment.
- (b) Migration of data from Winnipeg in-FOCUS and AtoM/MAIN (City of Winnipeg Repository) into the new system.
- (c) Training of Archives staff: orientation on new software outlining full functionality with focus on administrative roles, reporting and digital preservation workflows.
- (d) Provision of documentation.
- (e) Provision of maintenance and user support.
- (f) Provision of cloud-based storage and data transfer hosted within Canada..
- (g) Provide ongoing user support and three (3) years maintenance with the option of five (5) mutually agreed upon two (2) year extensions.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2016.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the grounds of loss of anticipated profit on Work.

#### **D3. DEFINITIONS**

D3.1 When used in this Request for Proposal:

- (a) “**AtoM/MAIN**” means Access to Memory/Manitoba Archival Information Network – a standard-compliant web-based application that allows City of Winnipeg Archives staff to manage information about archival records;
- (b) “**AIP**” means Archival Information Package, which represents a unit of information stored within the archive and/or its associated metadata;
- (c) “**Archival Information Management and Digital Preservation software**” describes a single system or multiple systems working in concert to support the management of information about archival records, as well as the long-term preservation of and access to digital records with archival value;
- (d) “**Data Storage**” means the amount of information on the cloud servers’ hard disks due to the use of the application, commonly expressed in gigabytes (GB) or terabytes (TB).
- (e) “**Data Transfer**” (sometimes referred to as ‘bandwidth’) means the amount of upstream and downstream internet traffic to and from the cloud servers caused by users of the application within a period of time, commonly expressed in gigabytes (GB) or terabytes (TB).
- (f) “**DIP**” means Dissemination Information Package, which is derived from an AIP and consists of the information delivered to a consumer of the archive in response to a request;
- (g) “**ISAD(G)**” means General International Standard Archival Description. ISAD(G) acts as a framework that identifies the pieces of information which ought to be present when describing an archival document;
- (h) “**OAIS**” means Open Archival Information System, which refers both to an archive system built to preserve information requiring long term presentation and to the ISO OAIS reference model which prescribes standards for the management of such a system;
- (i) “**RAD**” means Rules for Archival Description. Derived from ISAD(G) and provided by the Canadian Committee on Archival Description, RAD codifies the formats used for archival description;
- (j) “**shall**” indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (k) “**should**” indicates an allowable requirement, action or feature which will be evaluated on a relative scale;
- (l) “**SIP**” means Submission Information Package, and refers to a package of information prepared for ingestion by the Archival Information Management and Digital Preservation software.

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

D4.1 The Contract Administrator is:

Gerry Berkowski  
Corporate Support Services Project Manager, Project Management Office  
Telephone No. 204-479-5423  
Email: GBerkowski@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 Bids Submissions must be submitted to the address in B7.10.

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.



- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

## **D6. NOTICES**

- D6.1 Notwithstanding C22.3, 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
- D6.2 Bids Submissions must be submitted to the address in B7.10.

## **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) technology errors and omissions liability insurance for City of Winnipeg stored electronic archived information, in an amount not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate.
- 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.
- 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.

- D8.6 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

## **CONTROL OF WORK**

### **D9. COMMENCEMENT**

- D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work on the Site 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 C6.14;
    - (iii) evidence of the insurance specified in D8;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D9.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

### **D10. ORDERS**

- D10.1 The Contractor shall provide online support, an email address and a local Winnipeg telephone number or a toll-free telephone number to which service calls may be placed.

### **D11. RECORDS**

- D11.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D11.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) service date(s); and
  - (d) description and quantity of services provided.
- D11.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **MEASUREMENT AND PAYMENT**

### **D12. INVOICES**

- D12.1 Further to C11, the Contractor shall submit monthly invoices for all work performed during the previous calendar month 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)

- D12.2 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 work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12.4 Bids Submissions must be submitted to the address in B7.10.

### **D13. PAYMENT**

D13.1 Further to C11, payment shall be in accordance with the following payment schedule.

- |   |     |
|---|-----|
| (a) Software installation and configuration complete                      | 20% |
| (b) Data migration, system testing and user acceptance testing complete   | 20% |
| (c) Training complete   | 10% |
| (d) Delivery of IT technical documentation and all training documentation | 10% |
| (e) System activation/go live   | 40% |

D13.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **WARRANTY**

#### **D14. WARRANTY**

D14.1 Warranty is as stated in C12.

## **PART E - SPECIFICATIONS**

### **GENERAL**

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

E1.1 These Specifications listed in Form N: Questionnaire shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
Appendix A	Rules for Archival Description
Appendix B	Business Requirements for Archival Information Management and Digital Preservation Software
Appendix C	City of Winnipeg Managed Hosting Backup Tiers
Appendix D	Notes on Data Organization within Winnipeg in-FOCUS
Appendix E	Proponent RFP Experience Form

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

#### **E2. SERVICES**

E2.1 The Contractor shall provide and support Archival Information Management and Digital Preservation software in a cloud environment in accordance with the requirements hereinafter specified in accordance with the requirements detailed in B10.

E2.2 Item No. 1 – The Contractor shall provide cloud-based deployment of Archival Information Management and Digital Preservation software.

E2.3 Item No. 2 – Installation, configuration, testing of the application and data migration shall be completed by the Contractor.

E2.4 Item No. 3 – Training for internal users (up to 6 users) shall be provided by the Contractor.

E2.5 Item No. 4 – IT technical documentation and all training documentation shall be provided to the City of Winnipeg by the Contractor.

E2.6 Item No. 5 – Maintenance and user support shall be provided by the Contractor to resolve any incidents or service requests.

E2.7 Item No. 6 – Data storage shall be provided by the Contractor based on the cloud solution provided.

E2.8 Item No. 7 – Data transfer shall be provided by the Contractor based on the cloud solution provided.

E2.9 Additional Data Storage per TB and Additional Data transfer per TB Price is for information only (Not to be evaluated).