



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 953-2015

**REQUEST FOR PROPOSAL FOR UPGRADE OF THE CITY OF WINNIPEG'S BMC
REMEDY ENVIRONMENT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 REQUEST FOR PROPOSAL FOR UPGRADE OF THE CITY OF WINNIPEG'S BMC REMEDY ENVIRONMENT

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 15, 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. PROPONENTS' CONFERENCE

- B3.1 The Contract Administrator will hold a Proponents' conference at Main Floor, 185 King Street Winnipeg MB on Wednesday, June 22, 2016 at 10am. Proponents are strongly advised to attend the pre-bid conference, although attendance is not mandatory.
- (a) Proponents that are physically unable to attend can contact the Contract Administrator for teleconference contact options.
- B3.2 The Proponent is advised that, at the Proponents' Conference, the City will listen to all questions from the proponents and answer each one. The City will make every effort to clarify the details of the request and explain how the request is structured. At the end of the Pre-Bid Conference each proponent should have a clear understanding of exactly what the City is asking them to bid on.
- B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' Conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. ENVIRONMENT OVERVIEW

- B4.1 Further to C3, the Bidder may make an appointment to review the City's Remedy environment by contacting the Contract Administrator.
- B4.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Environment overview 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 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.
- B5.3 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.
- 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 Proponents 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 Proponent who made the enquiry.

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

B6. CONFIDENTIALITY

B6.1 Information provided to a 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.

B6.2 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.

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/matmgt/bidopp.asp>

B7.2.2 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.

B7.3 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.

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 five (5) Business Days prior to the Submission Deadline.

B8.4 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 materials, equipment, methods and products as either an approved equal or alternative;

- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B8.5 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.

B8.6 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.

B8.6.1 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.

B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

B8.8 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 B24.

B8.9 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.

B9. PROPOSAL SUBMISSION

B9.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal; and
- (b) Form B: Prices.

B9.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B12;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B13;
- (c) Project Understanding and Methodology (Section E) in accordance with B14; and
- (d) Project Schedule (Section F) in accordance with B15.
- (e) Samples of Discovery Documents (Section G) in accordance with B16.

B9.3 Proponents should submit one (1) **unbound** 8.5” x 11” original (marked “original”) including drawings and three (3) copies (of same size and format of the original) for sections identified in B9.1 and B9.2.

- B9.4 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.
- B9.5 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).
- B9.6 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.
- B9.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.8 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B9.9 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B10. PROPOSAL

- B10.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B10.2 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.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 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.
- B10.4 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.

B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B10.5 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.

B11. PRICES

B11.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B11.1.1 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.

B11.2 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.

B11.3 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.

B11.4 Prices shall include costs for out of town travel, related meals and accommodations for the duration of the Project.

B11.5 The customizations implementation (Item #3) selected for inclusion will form a fixed price engagement performed in parallel with the base upgrade (item #2).

B11.5.1 The actual hours for item #3 on Form B: Prices will be determined once the Detailed Discovery is completed.

B11.6 Further to B11.1 and B11.5, Phase 1 – Discovery (Item #1) and Phase 2 – Base Upgrade (Item #2) will be fixed price engagements and Phase 2 – Customizations Implementation (Item #3) will be a fixed price engagement based on the customizations selected.

B11.7 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B12. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B12.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in performing the discovery, upgrade and project management services on a minimum of three projects of similar complexity, scope and value.

B12.2 For each project listed in B12.1(a), the Proponent should submit:

- (a) description of the project identifying how it is similar or dissimilar to the scope of work;
- (b) role of the contractor;
- (c) project's original contracted cost and final cost;
- (d) The initial anticipated Project schedule and actual project delivery schedule;
- (e) Project Manager;
- (f) Reference information (two current names with telephone numbers per project).

B12.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B12.3 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 Subcontractors.

B13. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B13.1 Describe your approach to overall team formation and coordination of team members.

B13.1.1 Include an organizational chart for the Project.

B13.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in industry 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 B13.1.1.

B13.3 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 B12, 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 Manager.

B13.4 For each person identified in B13.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

B14. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B14.1 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 the various phases of the Project.

B14.2 Methodology should be presented in accordance with the Scope of Services identified in D3. Describe the analysis, discovery and implementation process to be used by the Key Personnel of the team in the various phases of the Project.

B14.3 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the elements required to deliver each unit of work for the Project;
- (c) the Project methodology to be utilized with respect to the information provided within this RFP; and
- (d) Any other issue that conveys your team's understanding of the Project requirements.

B15. PROJECT SCHEDULE (SECTION F)

B15.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments, durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B15.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during each phase of the Project. Reasonable times should be allowed for completion of these processes.

B16. SAMPLE OF DISCOVERY DOCUMENTS (SECTION G)

B16.1 Proponents should provide a sanitized Discovery Document from their previous projects of comparable size, scope and complexity. The Documents should be authored by the proposed key personnel scheduled to work on this project and contain information similar to D3.4(c).

B17. DISCLOSURE

B17.1 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.

B17.2 The Persons are:

- (a) Online Business Systems

B18. QUALIFICATION

B18.1 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.

B18.2 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>

B18.3 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
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B18.4 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.

B18.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B19.1 Proposals will not be opened publicly.

- B19.2 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/>
- B19.3 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.
- B19.4 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.

B20. IRREVOCABLE OFFER

- B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B20.2 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.

B21. WITHDRAWAL OF OFFERS

- B21.1 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.
- B21.1.1 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.
- B21.1.2 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.
- B21.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- i. retain the Proposal until after the Submission Deadline has elapsed;
 - ii. 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
 - iii. if the notice has been given by any one of the persons specified in B21.1.3ii, declare the Proposal withdrawn.
- B21.2 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 B20.2 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.

B22. INTERVIEWS

- B22.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B23. NEGOTIATIONS

- B23.1 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.
- B23.2 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.
- B23.3 If, in the course of negotiations pursuant to B23.2 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.

B24. EVALUATION OF PROPOSALS

- B24.1 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 B18.3: | (pass/fail) |
| (c) Total Bid Price; (Section B) | 40% |
| (d) Experience of Proponent and Subcontractor; (Section C) | 15% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 10% |
| (f) Project Understanding and Methodology (Section E) | 15% |
| (g) Project Schedule. (Section F) | 5% |
| (h) Sample of Discovery Documents (Section G) | 15% |
- B24.2 Further to B24.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B24.4 Further to B24.1(d), 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 and submitted in response to B12.
- B24.5 Further to B24.1(e), 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 and submitted in response to B13.
- B24.6 Further to B24.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization requested and submitted in response to B14.
- B24.7 Further to B24.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project requested and submitted in response to B15.

- B24.8 Further to B24.1(h)), Sample of Discovery Documents will be evaluated considering the information requested and submitted in response to B16.
- B24.9 Notwithstanding B24.1(d) to B24.1(h), where Proponents fail to provide a response to B9.2(a) to B9.2(e), the score of zero may be assigned to the incomplete part of the response.
- B24.10 Further to B24.1(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.
- B24.10.1 Further to B24.1(a), 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.
- B24.11 This Contract will be awarded as a whole.
- B24.12 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B25. AWARD OF CONTRACT

- B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B25.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B25.2.1 Without limiting the generality of B25.2, the City will have no obligation to award a Contract where:
- i. the prices exceed the available City funds for the Work;
 - ii. the prices are materially in excess of the prices received for similar work in the past;
 - iii. the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - iv. only one Proposal is received; or
 - v. in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B25.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B25.4 The City may, at its discretion, award the Contract in phases.
- B25.5 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.
- B25.6 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B25.7 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 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
- C0.2 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 for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. BACKGROUND

D2.1 Current Remedy Environment Specifications (See Appendix A)

D3. SCOPE OF SERVICES

D3.1 The Work to be done under the Contract shall consist of:

- (a) a Detailed Discovery of entire BMC Remedy Environment;
- (b) a Base Upgrade in accordance with D3.5 of the City of Winnipeg's Remedy Environments to latest version of BMC Remedy;
- (c) any customization identified from the discovery and selected for upgrade by the City of Winnipeg in accordance with D3.6.
- (d) All work in D3.1(a) to D3.1(c) shall be completed for both the City of Winnipeg's Production and Development Remedy Environments.

D3.2 The City may, at its discretion negotiate and award Phase 2 to the successful Proponent of Phase 1. Phase 2 will be the continued upgrade of the Remedy environment with the implementation of the customizations and custom configurations discovered in Phase 1 and selected by the City.

D3.3 The City can provide remote access to the Remedy environment, if required.

PHASE 1

D3.4 DISCOVERY

- (a) The Contractor shall supply for review, an in depth, detailed discovery of City of Winnipeg's BMC Remedy environment, including any custom configurations and customizations. The Remedy Environment will include all of, but not limited to the ITSM Suite, Analytics, Dashboards, *CMDB and ADDM*.
- (b) The detailed discovery shall include all custom configurations and customization that exist to provide current functionality with the Remedy Environment beyond the base configuration. The custom configurations and customizations include but are not limited to:
 - i. Mobility asset management functionality – tracking of mobility assets with custom workflow and forms
 - ii. Desktop and accessory asset management functionality – tracking of computer components with custom workflow and forms
 - iii. Ticket Toucher mobile application integration – ability to update tickets on a mobile device
 - iv. Change form – custom change form used in version 4 brought forward in previous upgrades.
 - v. Remedy PeopleSoft Integration – process runs nightly to update Remedy user profiles with the latest information from within the PeopleSoft HR system
- (c) The successful Proponent shall provide the City of Winnipeg with three (3) copies of the report. The discovery shall be fully documented, in a detailed, organized report of the City

of Winnipeg's BMC Remedy Environment. All customizations and custom configurations should be identified and documented separately. The documents should include but not limited to:

- i. opening Paragraph and introduction
 - ii. table of Contents
 - iii. methodology of discovery
 - iv. body of discovery with these attributes
 - (i) logical organization
 - (ii) readability
 - (iii) thoroughness
 - (iv) separation and categorization of Objects, CIs Etc.
 - (v) ability to show links and connectivity of the Objects Etc.
 - v. the number of hours required for each role to implement every customization and custom configuration.
 - vi. Summary
 - (i) wrap up the total package
 - (ii) provide visuals; easily understandable charts, graphs etc.
 - (iii) offer recommendations, such as possible alternatives to our current workflow.
- (d) For each discovered customization the following shall be provided:
- i. Details regarding how the customization is implemented
 - ii. Project Schedule to implement customization
 - iii. Actions required to implement the customization in the upgraded environment
 - iv. Hours required by each proposed resource to implement the customization in the upgraded environment
 - v. Total cost based on the hourly rates provided in Form B Prices, required to implement the customization in the upgraded environment
 - vi. Any other customization or pre-requisites that the customization relies upon beyond the upgraded base environment.
- (e) The discovery document should be of sufficient detail and scope to form a Statement of Work to upgrade our Remedy environment and implement any customizations.

PHASE 2

D3.5 BASE UPGRADE

- (a) The Contractor shall upgrade the existing BMC Remedy environments so all elements of the base configuration are fully functional in the upgraded environment. The upgrade activities will include, but not be limited to:
- i. Implementation of upgrade in a fashion that allows for thorough testing with no impact on current environment
 - ii. Migration of all current business information (e.g. tickets, assets, users, etc.) to upgraded environment with thorough validation of migration quality
 - iii. Identification of required infrastructure for upgraded environment to provide acceptable performance for users of the upgraded environment
 - iv. Documentation of changes to operational processes for support of upgraded environment
 - v. Documentation of changes to user interaction with upgraded environment
 - vi. Training for administrators on key changes within upgraded environment to allow for effective first level support within upgraded environment
 - vii. Completion of required Change Advisory Board documentation

- viii. Thorough test plans for initial testing, User Acceptance testing and production migration testing activities
 - ix. Production migration methodology that minimizes any downtime and allows for backout if issues are uncovered during testing
 - x. Project Management of all upgrade activities including those of the Contractor and the involved City stakeholders
- (b) Base configuration elements include, but are not limited to:
- i. All existing business data (incidents, problems, CMDB configuration items and relationships, etc.)
 - ii. All existing user records and associated system profiles and access rights
 - iii. All Remedy Administrative functionality and access rights
 - iv. All existing company or organization structure definitions
 - v. All existing service level escalation functionality
 - (i) Including the customized Client Acknowledgement/Work Around – Additional workflow and escalations to assist with the SLA process.
 - vi. All existing data entry forms
 - vii. All existing reports
 - viii. Integration of BMC ADDM to maintain CMDB data and functionality

D3.6 CUSTOMIZATIONS IMPLEMENTATION

- D3.6.1 Upon review and acceptance of the detailed Discovery Report (D3.4) and with consideration of the proponent's recommendations; the City will choose the custom configurations and customizations to be implemented.
- D3.6.2 Further to D3.6.1, this scope of work will be performed at a fixed price, realized by multiplying the stated hourly rates (Form B Prices) by the stated number of hours by role in the detailed Discovery report (D3.4(c)v) required to implement the chosen customization or custom configuration.

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) "**Configuration**" means any existing "Out of the Box"; Option, Functionality or Value that can be selected or chosen without the need for additional Code.
 - (b) "**Custom Configuration**" means any configuration that is unique to the City of Winnipeg (COW) setup that would not be "Out of the Box".
 - (c) "**Customization**" means added, coded functionality like the creation of a new Object, Module or Report.
 - (d) "**Environment**" means the entire City of Winnipeg, BMC Remedy Environment. Including both Production and Development.
 - (e) "**Out of the Box**" means as installed, all default settings.
 - (f) "**Paper Functionality**" means licensed or having the functionality on paper but not used or incorporated in any process.
 - (g) "**Proponent**" means any Person or Persons submitting a Proposal for Services.

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Andres Villafana
Information Systems Specialist
Telephone No. 204- 986-3608
Email: AVillafana@winnipeg.ca

D5.2 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.

D5.3 Bids Submissions must be submitted to the address in B9.8

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 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

D7.2 **Bids Submissions** must be submitted to the address in B9.8

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE 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 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.

MEASUREMENT AND PAYMENT

D10. INVOICES

D10.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed 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

D10.2 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.

D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D10.4 Bids Submissions must be submitted to the address in B9.8

D11. PAYMENT

D11.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D11.2 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D12. PAYMENT SCHEDULE

D12.1 Phase 1 – Discovery

- (a) Recommendation Report Complete and Accepted – 100%

D12.2 Phase 2 - Base Upgrade (Development and Production)

- (a) System installation complete, System configuration complete, Migration of current business information complete – 25%
- (b) Training and documentation for Remedy administrator complete, Documentation of changes to user interaction complete – 25%
- (c) UAT complete, System activation/Go Live complete, Post Go-Live support complete – 50%

D12.3 Phase 2 - Customizations (Development and Production)

- (a) Selected custom configurations and customizations complete, UAT complete, Go Live complete, Post Go-Live support complete – 100%

WARRANTY

D13. WARRANTY

- D13.1 Notwithstanding C12, Warranty does not apply to this Contract.