



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 820-2018**

**REQUEST FOR PROPOSAL FOR A CITY OF WINNIPEG ENTERPRISE CONTENT  
MANAGEMENT (ECM) SOLUTION**

**{Only for prequalified Proponents under the City of Winnipeg "Request for Qualifications for  
the Enterprise Content Management System (ECM), Bid Opportunity No. 859-2016.}**

**Note to Proponents: Please be aware of revisions to B21.3**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

**B1.1** REQUEST FOR PROPOSAL FOR A CITY OF WINNIPEG ENTERPRISE CONTENT MANAGEMENT (ECM) SOLUTION

### **B2.**

### **B3. SUBMISSION DEADLINE**

B3.1 The Submission Deadline is 12:00 noon Winnipeg time, October 26, 2018.

B3.2 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.

B3.3 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 B3.1.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 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.

B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. CONFIDENTIALITY**

B5.1 Information provided to a 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.

B5.2 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.

## **B6. ADDENDA**

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 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>

B6.4 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.

B6.5 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.

## **B7. SUBSTITUTES**

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The 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 Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the 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.

B7.5 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.

- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 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 B27.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices; and
  - (c) Form N: Mandatory Requirements in accordance with B11 (Section C).
- B8.2 The Proposal should also consist of the following components:
- (a) Form N: Non-Mandatory Requirements in accordance with B12 (Section D)
  - (b) Form N: Desirable Requirements in accordance with B13 (Section E)
  - (c) Experience of Proponent and Subcontractors (Section F) in accordance with B14;
  - (d) Experience of Key Personnel Assigned to the Project (Section G), in accordance with B15;
  - (e) Project Understanding and Methodology (Section H) in accordance with B16; and
  - (f) Project Schedule (Section I) in accordance with B17.
  - (g) Value-Added or Innovative Services of Proponent (Section J) in accordance with B18
- B8.3 Further to B8.1 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.
- B8.4 Further to B8.2, 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.
- B8.5 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 B8.1 and B8.2.
- B8.6 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.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B27.1(a).

B8.8 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.

B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.10 Proposals shall be submitted to:

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

B8.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B9. PROPOSAL**

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

B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the 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.

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

B9.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B9.4 Paragraph 12 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.

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

B9.5 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.

**B10. PRICES**

- B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C10.1.3, 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.
- B10.2 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.
- B10.3 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.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B11. FORM N: MANDATORY REQUIREMENTS (SECTION C)**

- B11.1 Proponent shall complete Form N: Mandatory Requirements, making all required entries.

**B12. FORM N: NON MANDATORY REQUIREMENTS (SECTION D)**

- B12.1 Proponent should complete Form N: Non-Mandatory Requirements, making all required entries.

**B13. FORM N: DESIRABLE REQUIREMENTS (SECTION E)**

- B13.1 Proponent should complete Form N: Desirable Requirements, making all required entries.
- B13.1.1 This is for information only and will not be evaluated.

**B14. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION F)**

- B14.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design and contract administration services on up to three projects of similar complexity, scope and value.
- B14.2 For each project listed in B14.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) role of the contractor;
  - (c) variation in project's original contracted cost and final cost;
  - (d) variation in anticipated Project schedule and actual project delivery schedule;
  - (e) project owner; and
  - (f) reference information (two current names with telephone numbers per project).
- B14.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B14.3 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.

**B15. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION G)**

B15.1 Describe your approach to overall team formation and coordination of team members.

B15.1.1 Include an organizational chart for the Project.

B15.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for 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 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 B15.1.1.

B15.3 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 B14, 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).

**B16. ECM IMPLEMENTATION APPROACH OF PROPONENT (SECTION H)**

B16.1 the Proponent should submit information in sufficient detail for the City to evaluate the Proponent's proposed ECM implementation approach for the City by providing:

- (a) details of the Proponent's proposed project management approach for the ECM Project, including:
  - (i) proposed Project team organization chart;
  - (ii) the Project management methodology that would be adopted, which should align with City's Project Delivery Framework (see Appendix 2);
  - (iii) proposed Project delivery timescale and scope;
  - (iv) proposed Project phasing or sequencing;
  - (v) proposed resource effort (hours) per Project phase;
  - (vi) proposed quality management model for the Project, and
  - (vii) anticipated Project support effort (total hours) required by City staff.
- (b) details of the Proponent's proposed approach to Organizational Change Management (OCM) aspects of the ECM Project, including
  - (i) proposed training strategy for City users and IT support staff;
  - (ii) proposed ECM Project communication activities, and
  - (iii) proposed change and Resistance Management methods to increase ECM User Adoption.
- (c) a description of the collaborative process/method with City staff that would be used by the Key Personnel outlined in B15.1.1, during the proposed phases of the ECM Project.

**B17. PROJECT SCHEDULE (SECTION I)**

B17.1 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.

B17.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

**B18. VALUE-ADDED OR INNOVATIVE SERVICES OF PROPONENT (SECTION J)**

- B18.1 The Proponent should submit information in sufficient detail for the City to evaluate the Proponent's ability to offer additional Value-Added or Innovative Services for the City by providing:
- (a) for Value-Added Services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business benefits;
  - (b) for Innovative Services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business capabilities;
  - (c) brief details of other Proponent software products that integrate with the Proponent's proposed ECM software tool, if available

**B19. DISCLOSURE**

B19.1 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.

B19.2 The Persons are:

- (a) N/A

**B20. CONFLICT OF INTEREST AND GOOD FAITH**

B20.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B20.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B20.3 In connection with its Proposal, each entity identified in B20.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;

- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B20.4 Without limiting B20.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B20.5 Without limiting B20.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B20.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B20.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B21. QUALIFICATION**

B21.1 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.
- (d) utilize only prequalified Proponents under the City of Winnipeg "Request for Qualifications for the Enterprise Content Management System(ECM), Bid Opportunity No. 859-2016.

B21.2 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>

B21.3 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);
- (d) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART F - .

B21.4 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.

B21.5 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.

## **B22. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B22.1 Proposals will not be opened publicly.

B22.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) 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/>

B22.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B22.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B22.4 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.

## **B23. IRREVOCABLE OFFER**

B23.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B23.2 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.

## **B24. WITHDRAWAL OF OFFERS**

B24.1 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.

B24.1.1 Notwithstanding C21.6, 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.

- B24.1.2 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 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B24.1.3 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 12 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B24.1.3(b), declare the Proposal withdrawn.
- B24.2 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 B23.2 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.

## **B25. INTERVIEWS AND DEMONSTRATION**

- B25.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B25.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios.

## **B26. NEGOTIATIONS**

- B26.1 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.
- B26.2 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.
- B26.3 If, in the course of negotiations pursuant to B26.2, 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.

## **B27. EVALUATION OF PROPOSALS**

- B27.1 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 B21: (pass/fail)
  - (c) Form N: Mandatory Requirements (Section C) (pass/fail)
  - (d) Total Bid Price; 40%
  - (e) Form N: Non-mandatory Requirements (Section D) 20%
  - (f) Experience of Proponent and Subcontractor; (Section E) 5%

- |     |  |     |
|-----|--|-----|
| (g) | Experience of Key Personnel Assigned to the Project; (Section F) | 5%  |
| (h) | Project Understanding and Methodology (Section G)                | 20% |
| (i) | Project Schedule. (Section H)                                    | 5%  |
| (j) | Value Added or Innovative Services of Proponent                  | 5%  |
- B27.2 Further to B27.1(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.
- B27.3 Further to B27.1(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.
- B27.4 Further to B27.1(c), Form N: Mandatory Requirements will be evaluated considering the information requested and submitted in accordance with B11.
- B27.5 Further to B27.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B27.5.1 Optional Unit Prices are for information purposes only and will not be evaluated.
- B27.6 Further to B27.1(e), Form N: Non-Mandatory Requirements will be evaluated considering the information requested and submitted in accordance with B12.
- B27.7 Further to B27.1(f), 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 accordance with B14.
- B27.8 Further to B27.1(g), 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, in accordance with B15.
- B27.9 Further to B27.1(h), ECM Implementation approach of the Proponent will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B16.
- B27.10 Further to B27.1(i), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B17.
- B27.11 Further to B27.1(j), Value added or innovative services of the Proponent will be evaluated considering the information requested and submitted in accordance with B18.
- B27.12 Notwithstanding B27.1(f) to B27.1(j), where Proponents fail to provide a response to B8.2(a) to B8.2(g), the score of zero may be assigned to the incomplete part of the response.
- B27.5 This Contract may be awarded on the basis of:
- (a) Alternative 1 ; or
  - (b) Alternative 2
- as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.
- B27.5.1 Notwithstanding B8.1, the Proponent may, but is not required to, bid on all alternatives.
- B27.5.2 Notwithstanding B28.3, the City shall have the right to choose the alternative that is in its best interests. If the Proponent has not bid on all alternatives, he/she shall have no claim against the City if his/her partial offer is rejected in favour of an award of the Contract on the basis of an alternative upon which he/she has not bid.

B27.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B27.1(a) and B27.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B27.7 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B25.

## **B28. AWARD OF CONTRACT**

B28.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B28.2 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.

B28.2.1 Without limiting the generality of B28.2, 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.

B28.3 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.

B28.3.1 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.

B28.4 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.

B28.5 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 Combined Provision of Goods and Services (2017-02-17)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and 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)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. BACKGROUND

D2.1 At the March 2013 meeting of the Senior Management Team, the Director of Corporate Support Services was tasked with planning for the implementation of a comprehensive Document Management Solution. The objectives expressed by the Senior Management Team were centered on the ability to manage documents in a manner that enables quicker and precise access to the authoritative version of documents. The initial cause was determined to be a number of disconnected and diverse systems and tools being used in different departments as point systems. Each point system solved one specific problem without regards to related issues, and had no end-to-end integrated system or process to support it.

D2.2 Some of the technologies deployed at that time, and still operating today, include File Sharing (Windows), FTP, Drupal, Radiant, Hummingbird (OpenText), FileNet (IBM), SharePoint (Microsoft), Autoshare (HP), Jive, and CorrFlow, AMANDA and other custom solutions like Report Information System (RIS) and Decision Making Information System (DMIS). Most of these systems were implemented with limited functionality.

D2.3 In 2014, the Winnipeg Police Service embarked on a pilot Document Management project with SharePoint. It was determined that the results of this pilot should be observed to understand their implications on the greater City initiative. The results of the pilot project were presented in May 2014, and the lessons learned were incorporated into a new project plan.

D2.4 In 2015, the City began Phase 1 of the City's ECM project, Discovery and Strategy Development. The ECM Strategy and Roadmap for the Future report was finalized in May 2016. It includes detailed analysis and findings derived from 139 discovery meetings conducted citywide from June to November 2015, and that involved the participation of 440 City Staff. The analysis of the findings revealed systemic issues present due to the absence of Enterprise Content Management at the City of Winnipeg. The following content issues below highlights the very real effects that City Staff experience on a daily basis:

- (a) The current processing, storage and retrieval of documents being described as "content chaos";
- (b) Our current state, as compared to industry standards was labeled ad hoc and reactive which places us at the low end of the ECM Maturity Model;
- (c) There are over 54 million documents, drawings, audio and image files scattered across hard drives, shared drives and in email described as "digital landfill";
- (d) Document storage is now 42 Terabytes and while storage is relatively cheap the cost of retrieval and search time with City employees is very high;
- (e) An expected yearly information growth rate of 30% will serve to compound any existing challenges;

This phase helped to identify an initial set of requirements and a high-level review of potential software vendor offerings. An initial Business Case for the next phase (Phase 2) of the Project was also approved.

D2.5 Phase 2 of the ECM Project commenced in July 2016, with a delivery scope that included:

- (a) To develop approved requirements documentation for the ECM based on extensive internal stakeholder interviews by September 2016;

- (b) To develop and post an ECM RFQ by October 20, 2016; and
  - (c) Prequalified Proponents were shortlisted by January 23, 2017.
- D2.6 It is anticipated that this ECM Request for Proposal (RFP) will focus on completion of the future phases of the ECM Project competition and subsequent activities associated with enterprise-wide implementation of the selected ECM software tool.
- D2.7 The City has placed recent emphasis on wide-spread adoption of effective Organizational Change Management (OCM) techniques to support delivery of its ECM project, including use of the ADKAR method. A significant internal OCM practice group has also been established to support City project manager and contract administrator roles.
- D2.8 Phase 1 assessed the readiness of internal departments and agencies to adapt to an ECM system. The survey indicated that the general level of readiness for implementation of the proposed ECM software tool was only in its infancy state of maturity. It also identified the low and high risks to the future likelihood of an ECM implementation success.
- D2.9 Other key findings from the ECM Phase 1 analysis include:
- (a) Most of the technologies implemented at present, including File Sharing (Windows), FTP, Drupal, Radiant, Hummingbird (OpenText), FileNet (IBM), SharePoint (Microsoft), Autoshare (HP), Jive, and CorrFlow, AMANDA and other custom solutions like Report Information System (RIS) and Decision Making Information System (DMIS) were implemented with limited functionality.
  - (b) Failure to comply with the city of Winnipeg Records Management By-Law and Record keeping Policy.
  - (c) Inability to locate information residing in decentralized share drives because there are many different versions of the same document saved in multiple locations.
  - (d) Staff do not trust digital records because of the duplication and difficulty in searching.
  - (e) Paper copies of digital files are printed and stored as records. They are printed, signed, scanned, re-saved and filed.
  - (f) Experiencing increasingly slow turnaround times and miscommunications.
  - (g) Processes require manual intervention, storing, printing, and emails.
  - (h) Experiencing frustration with the lack of tools available for managing information effectively.
- D2.10 It is assumed that any proposed ECM software tool should integrate effectively with the current enterprise financial system, which is PeopleSoft version 9.1. Several PeopleSoft modules are operated currently by the City, including a Tangible Capital Assets module. An internal project to perform a PeopleSoft upgrade to version 9.2 is in-progress currently and should be complete in 2017.
- D2.11 The general IT system environment that the City operates currently includes:
- (a) Server Hardware/Operating System: The City uses HP/Intel Windows 2012 Server platforms, and employs CA Nimsoft to monitor and manage the server environment;
  - (b) Storage: The City has a SAN environment and Brocade switches to support data storage requirements for the production and development database tiers. IBM's TSM Backup/Archive, Veeam and Microsoft DPM products are used for backup and recovery services;
  - (c) Database: The City uses currently Oracle 11g Standard Edition and Microsoft SQL Server 2012 Standard Edition. The City plans to migrate to Oracle 12c started in 2017. For larger scale applications Oracle is the preferred platform. The City has implemented a functional database environment that fulfills all application system functional requirements, provides full online back-up, recovery and reorganization facilities including database transaction logging and up-to-the-minute forward

recovery, plus timely automated reporting of actual or potential errors or problems. The City conducts database performance measurement and tuning as necessary;

- (d) Network: The City of Winnipeg Backbone Network Infrastructure allows TCP/IP data communications between all City departments. This allows about 5,000 devices connected through the Backbone Network to be able to communicate with each other, the Internet and with central servers at two corporate data centres;
- (e) City's Backbone Network operates at speeds ranging from 100/1000 BaseT fiber optic connectivity for large LANs, 10 Mbps for medium sized LANs and 2 Mbps connections for small LANs. Cisco routers and switches are used in the WAN and LAN as well as for VPN remote access. Checkpoint Nokia firewall products provide network security.

### **D3. SCOPE OF WORK**

D3.1 The Work to be done under the Contract shall consist of Supply, Installation and training of City of Winnipeg Enterprise Content Management (ECM) Solution. The maintenance and upgrade Contract will be for one year from the date of installation with the option of four(4) mutually agreed upon one(1) year extensions.

D2.1.1 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.

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

D3.2 The major components of the Work are as follows:

- (a) The Contractor shall provide all the required licences as follows:
  - (i) On-premise licensed - WPS and Cloud-based subscription COW (Alternative 1)
  - Or
  - (ii) On-premise licensed COW and On-premise licensed WPS (Alternative 2)
- (b) Ongoing System Maintenance/Support for the duration of the Contract
- (c) Professional services for:
  - I. Installation and Setup
  - II. (ii) Administrator Training / Orientation / Documentation
  - III. (iii) End-User Training / Orientation / Documentation
- (d) Premium Support

D3.3 Notwithstanding D3.1, 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, 2018.

D3.4 Notwithstanding D3.1, 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 ground of loss of anticipated profit on Work.

### **D4. COOPERATIVE PURCHASE**

D4.1 The Contractor is advised that this is a cooperative purchase.

- D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations, and estimated quantities.
- D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
  - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
  - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
  - (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.
- D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

## D5. DEFINITIONS

- D5.1 When used in this Request for Proposal:
- (a) **“Accessibility”** means the ability to access and benefit from the ECM software/system. This would include enabling access for people with disabilities, or special needs;
  - (b) **“ADKAR”** means a goal-oriented change management model (owned by Prosci) that allows organizational change management teams to focus their activities on specific business results. The five parts of ADKAR—Awareness, Desire, Knowledge, Ability and Reinforcement—show the milestones an organization or individual must achieve for change to be successful;
  - (c) **“API”** means application program interface. It is a set of routines, protocols, and tools for building software applications;
  - (d) **“Bid Opportunity”** means the Bid Submission, the Bidding Procedures, the General Conditions, the Supplemental Condition, the Specifications and all Addenda;
  - (e) **“BLOB”** means a large file, typically an image or sound file, that must be handled (for example, uploaded, downloaded, or stored in a database) in a special way because of its size;
  - (f) **“Business Benefits”** means measurable improvements that contribute towards meeting one or more business objectives;
  - (g) **“Business Capabilities”** means changes or changed states that are required before future business benefits are realised;
  - (h) **“Business Day”** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;

- (i) "**Calendar Day**" means the period from one midnight to the following midnight;
- (j) "**Change Readiness Assessment**" means analysis of the level of preparedness for the proposed change at all levels in an organization. The greater the complexity of the proposed change, the greater the importance of understanding whether and where there is readiness for change, as this can support development of effective organizational change management plans;
- (k) "**City**" means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (l) "**City Council**" means the Council of the City of Winnipeg;
- (m) "**Contract**" means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (n) "**Contract Administrator**" means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (o) "**Contractor**" means the person undertaking the performance of the work under the terms of the Contract;
- (p) "**Dashboards**" means from a management information system perspective, that there is an easy-to-read, real-time user interface, showing a graphical presentation of the current status (snapshot) and historical trends of either portfolio, program or project-level key performance indicators to enable instantaneous and informed decisions to be made;
- (q) "**Discovery Phase**" means a project phase that is incorporated in some project management methodologies. The discovery phase may take as part of project initiation or planning activities. The purpose is to discover information that might be important to the project. High-level designs, prototypes and models may also be developed;
- (r) "**Document Management**" means the process of handling documents in such a way that information can be created, shared, organized and stored efficiently and appropriately;
- (s) "**ECM**" means an Enterprise Content Management, which is an enterprise software tool that supports the key processes of Enterprise Content Management (ECM);
- (t) "**ECM Project**" means project activities performed by the Proponent associated with implementation of the ECM software tool including but not limited to: project initiation, business requirements and process analysis, system design, system development & testing, software licensing and configuration, system integration and deployment, software release management and user or system support role training;
- (u) "**Enterprise Content Management**" means a formalized means of organizing and storing an organization's documents, and other content, that relate to the organization's processes. The term encompasses strategies, methods, and tools used throughout the lifecycle of the content;
- (v) "**Enterprise Software**" means a collection of computer programs with common business applications or software tools for modeling how the entire organization works. The software is intended to solve an enterprise-wide problem, rather than a departmental problem;
- (w) "**Functional Requirements**" means a function of a system and its components. Functional requirements may therefore include calculations, technical details, data manipulation and processing and other specific functionality that define *what* a system is supposed to accomplish;
- (x) "**Integration**" means the process of linking together different computing systems and software applications physically or functionally, to act as a coordinated whole;
- (y) "**MACID**" means Media Access Control Identifier;
- (z) "**may**" indicates an allowable action or feature which will not be evaluated;

- (aa) "**must**" or "**shall**" or "**will**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (bb) "**Non-Functional Requirements**" means requirements that specify criteria that can be used to judge the operation of a system, rather than specific system behaviors. Non-functional requirements are also often called the "quality attributes" of a system;
- (cc) "**Notification**" means a message that is delivered to group of recipients via use of a IT notification system that may involve a combination of software and hardware components;
- (dd) "**Organizational Change Management (OCM)**" means a process framework structured around the changing needs and capabilities of an organization. OCM is used to prepare, adopt and implement fundamental and radical organizational changes, including its culture, policies, procedures and physical environment, as well as employee roles, skills and responsibilities;
- (ee) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (ff) "**Project**" means the ECM Project, as defined in (t);
- (gg) "**Project Phasing**" means when a complete project life-cycle is broken into suitable discrete phases by the project manager to support improved project control;
- (hh) "**Proponent**" means any Person or Persons submitting a Proposal for Goods and Services;
- (ii) "**Records Management**" means the professional practice of managing the records of an organization throughout their life cycle, from the time they are created to their eventual disposal. This process includes identifying, classifying, storing, securing, retrieving, tracking and destroying or permanently preserving records;
- (jj) "**Resistance Management**" means a process to manage employee resistance to change. Resistance to change is the act of opposing or struggling with modifications or transformations that alter the status quo in the workplace. Resistance to change can be covert or overt, organized or individual;
- (kk) "**RM**" means Records Management;
- (ll) "**Scenario Modelling**" means a strategic planning method that used by the City to support the annual Investment Planning process, via evaluation of different delivery scenarios for future projects or programs that would meet strategic objectives;
- (mm) "**SDK**" means software development kit, a programming package that enables a programmer to develop applications for a specific platform;
- (nn) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (oo) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (pp) "**Software Product Roadmap**" means a software development plan that aligns short-term and long-term goals with specific technology or software product solutions to help meet those goals;
- (qq) "**SOUNDEX**" means a phonetic coding system intended to suppress spelling variations, used especially to encode surnames for the linkage of records;
- (rr) "**Submission Deadline**" means the time and date for final receipt of Submissions;
- (ss) "**Submission or Qualification Submission**" means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (tt) "**System Permissions & Security**" means methods to assign permissions or access rights to specific users and groups of users. These methods control the ability of the users to view or make changes to the contents of the system;

- (uu) **“Usability”** means the degree to which software can be used by specified consumers to achieve quantified objectives with effectiveness, efficiency, and satisfaction in a quantified context of use;
- (vv) **“User Adoption”** means general acceptance and regular use of an IT system or software by users because the system/software either fulfills specific user needs or provides a good solution to given problems;
- (ww) **“Varchar”** means a variable character field (varchar) is a data type which can contain any type of data: numeric, characters, spaces or punctuation. Depending on the database, the data type is capable of storing values up to its maximum size;
- (xx) **“Work”** or **“Works”** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided; and
- (yy) **“Workflow”** means an orchestrated and repeatable pattern of business activity enabled by the systematic organization of resources into processes that transform materials, provide services, or process information.

## **D6. CONTRACT ADMINISTRATOR**

D6.1 The Contract Administrator is:

**Kola Rosanwo**  
ECM (Phase 2)  
Project Manager

Telephone.No. 204-805-3282

E-mail Address: [krosanwo@winnipeg.ca](mailto:krosanwo@winnipeg.ca)

D6.2 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.

**D6.3 Bids Submissions must be submitted to the address in B8.**

## **D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D7.1 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.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 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.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

## **D8. NOTICES**

D8.1 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:

## SUBMISSIONS

### D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

### D10. SAFE WORK PLAN

D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### D11. SAFE WORK PLAN

D11.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D11.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### D12. INSURANCE

D12.1 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 applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D12.2 Deductibles shall be borne by the Contractor.

D12.3 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.

D12.4 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.

D12.5 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.

## **CONTROL OF WORK**

### **D13. COMMENCEMENT**

- D13.1 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.
- D13.2 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 D9;
    - (ii) the Safe Work Plan specified in D10;
    - (iii) evidence of the insurance specified in D11;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

### **D14. DELIVERY**

- D14.1 ECM shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- D14.1.1 ECM shall be delivered within forty five (45) Calendar Day(s) of the placing of an order.
- D14.1 ECM shall be delivered f.o.b. destination, freight prepaid to:
- Corporate Support Services  
5<sup>th</sup> Floor  
510 Main Street  
Winnipeg, MB R3B 1B9
- D14.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D14.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D14.4 The Contractor shall off-load goods as directed at the delivery location.

### **D15. ORDERS**

- D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **D16. RECORDS**

- D16.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D16.2 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.
- D16.3 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

### D17. INVOICES

D17.1 Further to C10, 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](mailto:CityWpgAP@winnipeg.ca)

D17.2 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.

D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

### D18. PAYMENT

D18.1 **Further to C10**, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D18.2 **Further to C10**, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## WARRANTY

### D19. WARRANTY

D19.1 Warranty is as **stated in C11**.

## **PART E - SPECIFICATIONS**

### **GENERAL**

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

- E1.1 The Specifications listed in Form N: Questionnaire shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

#### **E2. GOODS AND SERVICES**

- E2.1 The Contractor shall supply an Enterprise Content Management (ECM) System in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 - Server – initial server-side shall be provided for back office infrastructure installation at City of Winnipeg facilities.
- E2.3 Item No. 2- License – one-time per device shall be provided for users.
- E2.4 Item No. 3 - Maintenance/Support – annual per user shall be provided for each license. The Proponent will provide support in accordance with specifications.
- E2.5 Item No. 4- Professional Services – Installation and Setup – Installation, configuration, and testing of the solution will be completed by the Contractor.
- E2.6 Item No. 5 – Professional Services – Administrator Training – Training for City of Winnipeg administrative resources shall be provided by the Contractor.
- E2.7 Item No. 6- Professional Services – End-User Training / Orientation / Documentation – training for internal users, IT technical documentation, and all training documentation shall be provided to the City of Winnipeg by the Contractor.
- E2.8 Item No. 7 – Premium Support (per use) – Escalated expert support for administrators on incidents on a 7x24 basis; may be in-person, on-phone and/or online.

#### **E3. OPTIONAL UNIT PRICES**

- E3.1 Optional Unit Prices - On-premise licence-based solution – The Contractor should provide Licence – one-time per user and Maintenance/Support – annual per user.
  - E3.1.1 Licence – one-time per user.
  - E3.1.2 Maintenance/Support – annual per user shall be provided for each licensed user. The Proponent will provide support in accordance with specifications.
- E3.2 Optional Unit Prices - Cloud licence-based solution - The Contractor should provide Licence – one-time per user and Maintenance/Support – annual per user.
  - E3.2.1 Licence – one-time per user
  - E3.2.2 Maintenance/Support – annual per user shall be provided for each licensed user. The Proponent will provide support in accordance with specifications.
- E3.3 **Optional Unit Prices are for information purposes only and will not be evaluated.**

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P-612) 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 Police Information Check (Form P-612) to the Contract Administrator.
- F1.4 Prior to the award of Contract, 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 Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 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 Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.
- F1.8 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F1.9 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.10 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:



