



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 182-2019

**SUPPLY, DELIVERY AND INSTALLATION OF CLOUD BASED DISASTER
RECOVERY SOLUTION**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY, DELIVERY AND INSTALLATION OF CLOUD BASED DISASTER RECOVERY SOLUTION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 31, 2019.

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 Bidders' conference at 185 King Street at 9:00 a.m., Winnipeg time, on May 9, 2019.

B3.2 Bidders unable to physically attend the conference location can contact the Contract Administrator for teleconference contact options.

B3.3 The Bidder is advised that, at the Bidders' conference, the City will listen to any questions the bidders have and address each one.

B3.4 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.1.

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 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.

B4.4 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.

B4.5 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.

B4.6 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 Request for Proposal 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/matmgt/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.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.1.

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 B24.

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; and
- (b) Form B: Prices.

B8.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12;
- (c) Project Understanding and Methodology (Section E) in accordance with B13;
- (d) Technical Evaluation (Section F) in accordance with B14; and
- (e) Value Added Service (Section G) in accordance B15.

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 five (5) 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 B24.1(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 the lump sum price in Canadian funds for the Work on Form B: Prices. The lump sum Price shall include:

- (a) Final purchase, deployment and support cost;
 - (i) Cost must include detailed breakdown of items being sold.
 - (ii) Part-Number, description and unit prices shall be provided
 - (iii) For products requiring subscription, the total cost for three (3) years shall be provided.
- (b) Total cost of software
 - (i) cost of DR product and license for three years for 125 VMs
 - (ii) total cost of maintenance and support including 24x7 phone and email support and software maintenance updates for 125 VMs
- (c) Total cost of professional services
 - (i) Setup and configuration of replication of 125 VMs to Microsoft Azure
 - (ii) failover and failback testing
 - (iii) DR failover/failback orchestration and automation
- (d) Cost of training to be provided to 10 city staff to allow for ongoing administration and support of the product
- (e) Agrees that a breach of any term or condition of this Agreement shall cause irreparable harm to City which cannot be adequately compensated for in damages, and accordingly Confidant agrees that City shall be entitled, in addition to any other remedies available to it, to interlocutory and permanent injunction relief to restrain any anticipated, present or continuing

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

B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B11.1 Proposals should include:

- (a) Details demonstrating the history and experience of the Proponent with project management and installation of solution. Number of year's proponent has been assigned to similar scope of services. Level of education, training, licensing. Certification of proponent's resource. Up to three projects of similar complexity, scope and value within previous five years.

B11.2 For each project listed in B11.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) project owner;
- (d) reference information (one current name with telephone number per project).

B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

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

B12.1 Describe your approach to overall team formation and coordination of team members.

B12.2 Include an organizational chart for the Project including the role of the City of Winnipeg staff.

B12.3 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 and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.2.

B12.4 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (one current name with telephone number per project).

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

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

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D3. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B13.3 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of disaster recovery process and how their solution tie into this;
- (c) the proposed Project budget include the breakdown of the cost of goods and services, highlighting the part-number, description and quantity;
- (d) the City's Project methodology with respect to the information provided within this RFP; and
- (e) any other issue that conveys your team's understanding of the Project requirements.

B13.4 For each person identified in B12.3, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

B14. TECHNICAL EVALUATION (SECTION F)

B14.1 Describe the authentication methods used to ensure there is no unauthorized access to the product.

B14.2 Describe the product's ability to integrate with Microsoft Active Directory.

- B14.3 Describe your approach to patch and vulnerability management.
- B14.4 Describe how customers are notified of any vulnerability in your product.
- B14.5 Describe how your product provides Role Based Access Control.
- B14.6 Describe how your product protects customer data such as authentication credentials.
- B14.7 Describe how the product encrypts replicated backup data at rest and in transit.
- B14.8 Describe your security incident management process.
- B14.9 Describe how your product meets RTO service level of 2hrs for 125VMs in a disaster scenario
 - (a) Indicate if this SLA will be feasible per server or for the full environment.
- B14.10 Indicate all your supported browsers.
- B14.11 Describe your upgrade process and indicate the level of impact to systems operations.
- B14.12 Describe what options are available with your solution to protect/mitigate against ransomware attacks.
- B14.13 Describe how your product handles the following reporting requirements;
 - (a) View and export of reports generated on-screen
 - (b) Use of portable mobile devices (IOS) for monitoring and reporting
 - (c) Report customization
 - (d) Automated report scheduling
 - (e) Real time information monitoring dashboard
- B14.14 Provide details on your technical support model.
- B14.15 Provide detailed description of your product's automation/orchestration capabilities with respect to
 - (a) Failover
 - (b) Failback
- B14.16 Describe how your product isolates DR testing from the production environment.
- B14.17 Describe in detail the technology used (e.g. snapshots, journaling) and any impacts to the production environment.
- B14.18 Does your product rely on snapshots or journaling; if so provide detailed explanations of how this functions, how the snapshots\journaling are used (scenario based) and their benefits
- B14.19 Does your Product have VSS aware integration
- B14.20 Explain how the product integrates with Windows VSS and outline the benefits
- B14.21 Describe the products scalability to account for:
 - (a) VM Growth
 - (b) Site changes / relocation (Source and Target)
 - (c) Management consoles
 - (d) Increased resource requirements of source VMs
- B14.22 Briefly explain potential performance impacts (Networking, Disk, CPU, Memory etc). when performing the following tasks (if there are any):

- (a) Initiating a Failover
 - (b) Taking Snapshots
 - (c) Initiating Replication
 - (d) Performing Orchestration tasks
- B14.23 Describe how your product replicates data and provides application consistency across multiple servers in regards to:
- (a) Failover / Failback
 - (b) Multiple Restore Points
 - (c) How this is administered and monitored
- B14.24 Describe your training delivery methodologies including the means of accessibility.
- B14.25 Describe how your product replicates data from an On-premise target to another On-Premise target and/or multiple cloud targets.
- B14.26 Indicate other cloud vendors your product is able to replicate to.
- B14.27 Describe if your product includes any backup functionality and if able to initiate a backup at the DR site before and/or after failover or failback.
- B14.28 Indicate if your product is able to provide alerting in form of email or SMS notifications for events and status.
- B14.29 Describe how your product handles the following reporting requirements;
- (a) View and export of reports generated on-screen
 - (b) Use of portable mobile devices (IOS) for monitoring and reporting
 - (c) Report customization
 - (d) Automated report scheduling
 - (e) Real time information monitoring dashboard
 - (f) Tracking progress of various processes and workflow
 - (g) Performance and conformance to SLA
 - (h) Network consumption and historical lookup up to 90 days
 - (i) Single Pane of Glass (SPOG)
- B14.30 Describe how your product manage network compression, bandwidth control and throttling without data distortion
- B14.31 Describe if and how your product can build a test environment from the current production environment with minimal effort.

B15. VALUE ADDED SERVICES (SECTION G)

- B15.1 The Proponent should specify what value-added services or features are available with their bid beyond what has been specified in PART E - . The Proponent should specify which section or sections that the value-add services are applicable to, and if there are any limits or conditions for their availability

B16. DISCLOSURE

- B16.1 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.

B16.2 The Persons are:

- (a) Microsoft
- (b) Veeam
- (c) Commvault
- (d) Zerto
- (e) Scalar

B17. CONFLICT OF INTEREST AND GOOD FAITH

B17.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B17.2 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.

B17.3 In connection with its Proposal, each entity identified in B17.2 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.

B17.4 Without limiting B17.3, 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.

B17.5 Without limiting B17.3, 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 B17.4 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.

B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

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

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 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/>

B19.3 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).

B19.3.1 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.

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 contract 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 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.

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 12 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:

- (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 B21.1.3(b), 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, 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: | (pass/fail) |
| (c) Mandatory Requirements | (pass/fail) |
| (d) Total Bid Price; | 40% |
| (e) Experience of Proponent and Subcontractors (Section C) | 5% |
| (f) Experience of Key Personnel Assigned to the Project; (Section D) | 10% |
| (g) Project Understanding and Methodology (Section E) | 5% |
| (h) Technical Evaluation (Section F) | 35% |
| (i) Value Added Services (Section G) | 5% |
- B24.2 Further to B24.1(a) and B24.1(c), 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.
- B24.3 Further to B24.1(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 qualified.
- B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a), B24.1(b) and B24.1(c) the Proposal will be determined to be non-responsive and will not be further evaluated.
- B24.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B24.6 Further to B24.1(c), Mandatory Requirements will be evaluated considering the information requested and submitted in accordance with E2.
- B24.7 Further to B24.1(d), the Total Bid Price shall be the Lump sum Price shown on Form B: Prices.

- B24.8 Further to B24.1(e), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B24.9 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, in accordance with B12.
- B24.10 Further to B24.1(g), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B24.11 Further to B24.1(h), Technical Evaluation will be evaluated considering the information requested and submitted in accordance with B14
- B24.12 Further to B24.1(i), Value Added Services will be evaluated considering the information requested and submitted in accordance with B15
- B24.13 Notwithstanding B24.1(e) to B24.1(i), where Proponents fail to provide a response to B8.2(a) to B8.2(e), the score of zero may be assigned to the incomplete part of the response.
- B24.14 This Contract will be awarded as a whole.

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 qualified, and the Proposals are determined to be responsive.
- B25.2.1 Without limiting the generality of B25.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B25.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B25.3.1 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.
- B25.4 Notwithstanding C4, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B25.5 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* (2019-01-15) 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
- 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 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 The City of Winnipeg currently has two active Datacenters which hosts virtualized and physical systems. 70% of the workload is at one site and 30% of the workload on the other site.

D2.2 The City currently has approximately 70 physical servers – ~10 Unix/iSeries. Of the ~70 physical servers, ~45 are VMware Hosts supporting over ~1,000 VMs

D2.3 VMs and Exchange are backed up using Veeam technology with varying degrees of retention periods based on the Tier level of each application. VMs are powered by VMware hypervisor.

D2.4 Physical Servers, File servers and Oracle Database are backup up using IBM Spectrum Protect with varying degrees of retention periods based on the Tier level of each application

D2.5 Solaris systems are backed up with scripts with varying degrees of retention policies

D2.6 Current workload is over ~98% virtualized. The total workload consists of ~80% Windows, ~20% Linux and less than ~1% Unix/iSeries.

D2.7 The City intends to implement a cloud based disaster recovery solution that meets the requirements of the City's business systems that map to Tier 2 & Tier 3.

D2.8 Additionally the City utilizes these existing technologies

- (a) Microsoft Exchange (2010, 2016)
- (b) Microsoft Windows systems (2003, 2008, 2012, 2016)
- (c) Linux Ubuntu Servers (14.04, 16.04, 18.04)
- (d) SQL Server (2008, 2012, 2016)
- (e) Solaris (10 & 11)
- (f) iSeries (6.x)
- (g) Oracle Database (11g r2, 12g r1, 12g r2)
- (h) VCenter (6 & 6.5)
- (i) Microsoft SharePoint foundation (2010)
- (j) Microsoft Azure.

D3. SCOPE OF WORK

D3.1 The work to be done under the contract shall consist of Supply, delivery and installation of Disaster Recovery solution.

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

- (a) Installation of any required software
- (b) Configuration of Active Directory integrated authentication
- (c) Configuration of data compression for optimal storage utilization
- (d) Testing of failover and failback

(e) Training on management as well as failover procedures of the DR procedure

D3.3 Future acquisitions of the product and services shall be in effect for the period of one year after award of the Contract with the option of five (5) mutually agreed upon one (1) year extensions.

D3.4 The funds available for this Contract are \$252,605.32.

D3.5 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.

D3.6 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.

D3.3 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, ^.

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 the Request for Proposal:

- (a) **“Orchestration”** means automated arrangement, coordination and management of multiple services and tasks to execute a recovery, failover or failback
- (b) **“Proponent”** means any Person or Persons submitting a Proposal for Goods and Services
- (c) **“RPO”** means Recovery Point Objective, refers to the point in time in the past to which you will recover
- (d) **“RTO”** means Recovery Time Objective, refers to the point in time in the future at which you will be up and running
- (e) **“Tier 2”** means:
 - (i) RPO < 15min
 - (ii) RTO < 2h
- (f) **“Tier 3”** –
 - (i) RPO < 24h
 - (ii) RTO < 24h
- (g) **“VMs”** means Virtual Machines

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Daniel Ashaolu
Project Manager

Telephone No. 204-619-4849

Email Address: . dashaolu@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 Proposal Submissions must be submitted to the address in B7.1.

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.

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.

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 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.
- D10.2 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;
The Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.
- D10.4 The Contractor shall not commence the Work on the Site before ^.

D11. ORDERS

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D12. RECORDS

- D12.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D12.2 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.
- D12.3 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

D13. INVOICES

D13.1 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

D13.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

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

D13.4 **Proposal Submissions must not be submitted to the above facsimile number. Proposals must be submitted in accordance with B7.1.**

D14. PAYMENT

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

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

WARRANTY

D15. WARRANTY

D15.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications 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. MANDATORY SPECIFICATIONS

- E2.1 The cloud based disaster recovery solution shall:
 - (a) be able to meet an RPO of 15mins
 - (b) be able to meet an RTO of 2Hrs per application
 - (c) have the capability to replicate data to, failover to and failback from Microsoft Azure
 - (d) Support existing infrastructure running on Vmware (SQL, Linux, Oracle and Windows platforms)
 - (e) Support ability to run Disaster Recovery testing in an isolated environment without impacting the production environment
 - (f) integrate with the City's Security infrastructure platform (CheckPoint)
 - (g) be able to encrypt replicated backup data at rest and in transit
 - (h) provide patch and vulnerability management quarterly
 - (i) integrate authentication and authorization with the city's Active Directory as the primary authentication strategy
 - (j) include both user guides and system administrator guides documentation
 - (k) provide system administration training
 - (l) provide full auditing of the actions taken by each user during modification or update of configuration
 - (m) correctly implement the defined requirements, policies and standards that determines the level of protection and recovery required per application based on the tier levels
 - (n) have orchestration capability
 - (o) be able to perform disaster recovery by identifying and executing predefined sequenced service recovery workflow
 - (p) provide 7/24/365 support with 4hrs minimum response time
- E2.2 If any part of the cloud based disaster recovery solution proposed by the Contractor is hosted and managed by the Contractor then it shall:
 - (a) be compliant with any of the following Security Frameworks:
 - (i) ISO/IEC 27001
 - (ii) COBIT
 - (iii) HIPPA
 - (iv) NIST 800.53.
 - OR**
 - (b) Ensure all of the following:
 - (i) Ensure externally facing web properties of the solution achieve an A rating or higher in a SSL Labs test.

- (ii) employ segmentation in a zoned approach to separate processing domains and classes of data
- (iii) Provide role based access control to both Contractor staffs and customers.
- (iv) Provide the implementation of the access controls to enforce segregation of duties.
- (v) enforce an idle session timeout of no greater than 15 minutes.
- (vi) ensure access to data logged in an immutable audit log and automatically exportable in a format compatible with industry standard log management platforms.
- (vii) Utilize multi-factor authentication for administrative access to the system, by either customer or the Contractor.

E3. GOODS AND SERVICES

E3.1 The Contractor shall supply a cloud based Disaster Recovery solution in accordance with the requirements hereinafter specified:

- (a) Cloud based DR Orchestration Tool.
- (b) License –shall be provided for 125 Virtual Machines. The license shall be dependent on proponent's pricing model.
- (c) Maintenance/Support – annual three (3) years shall be provided for all 125 Virtual Machines. The Proponent will provide support including 24x7 phone, email and software maintenance updates.
- (d) Professional Services – The Contractor shall provide:
 - (i) Installation and Setup – setting up of 125 VMs in Microsoft Azure, configuration of backup, failover and failback to/from Azure for 125 VMs, DR failover/failback orchestration and automation.
 - (ii) Administrator Training – Training for the City of Winnipeg administrative resources.
 - (iii) End-User Training / Orientation / Documentation – training for internal users.
 - (iv) Training aids - IT technical documentation, and all training resources.