THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 783-2020

INTEGRATION PLATFORM AS A SERVICE (IPAAS) ON MICROSOFT AZURE

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B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 29, 2021.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

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

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

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.4 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.

B3.5 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.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

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

(a) was known to the Proponent before receipt hereof; or

(b) becomes publicly known other than through the Proponent; or

(c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

B5.   ADDENDA

B5.1   The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2   The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.3   Addenda will be available on the MERX website at www.merx.com.

B5.4   The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.5   The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B5.6   Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B6.   SUBSTITUTES

B6.1   The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B6.2   Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3   Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4   The Proponent shall ensure that any and all requests for approval of a substitute:

   (a)   provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the 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 proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;

   (e)   certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.

B6.5   The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Proponent may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

(a) Form A: Bid/Proposal;

(b) Form B: Prices.

B7.2 The Proposal should also consist of the following components:

(a) Experience of Proponent and Subcontractors in accordance with B10;

(b) Support services offered as part of the iPaaS subscription in accordance with B11;

(c) Satisfaction of Applicable Specifications in accordance with B12.

B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B7.5 Proposal format, including 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 proposed solution

B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B7.6.1 Proposals will **only** be accepted electronically through MERX.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

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

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

    (a)   if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;

    (b)   if the Proponent is a partnership, the full name of the partnership shall be inserted;

    (c)   if the Proponent is a corporation, the full name of the corporation shall be inserted;

    (d)   if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1   If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

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

B8.4   Paragraph 13 of Form A: Bid/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;

    (d)   if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B9.   PRICES

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

B9.1.1   Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

B9.3   The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4   Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.1   The Proponent shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B9.1.1   Notwithstanding C12.2.3, the price on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2   Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.   EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B10.1   Proposals should include:

(a)   details demonstrating the history and experience of the Proponent and Subcontractors in providing iPaaS on Microsoft Azure for up to three clients of similar complexity, scope and value.

B10.2   For each client listed in B10.1(a), the Proponent should submit:

(a)   description of the client;

(b)   role of the contractor;

(c)   reference information (two current names with telephone numbers and/or email addresses).

B10.3   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.

B11.   SUPPORT SERVICES OFFERED AS PART OF THE IPAAS SUBSCRIPTION (SECTION D)

B11.1   Describe your approach to supporting your clients subscribed on your iPaaS on Microsoft Azure.

B11.1.1   Include diagrams such as workflows to illustrate your support model including escalations and quality assurance.

B11.1.2   Include an organizational chart and RACI matrix that clearly identifies the roles and responsibilities of each person involved in the support model.

B11.1.3   Identify key points of contacts assigned to provide support to the City of Winnipeg's iPaaS subscription.

B11.2   Identify all support services that are included as part of the iPaaS subscription.

B11.3   Identify all support services that are not included as part of the iPaaS subscription. For any support services not included as part of the iPaaS subscription, please indicate:

(a)   Which of these services can be performed by the Contractor, and if so, identify the engagement process to procure these services, including their cost schedules and detailed descriptions.

(b)   Which of these services are not offered by the Contractor.

B11.4   Possibly look at including some language around direct support/relationship with vendor.

B12.   SATISFACTION OF APPLICABLE SPECIFICATIONS (SECTION E)

B12.1   Proposals should address:

(a)   the team's understanding and fulfilment of the broad functional and technical requirements in accordance with part E - Specifications;

(b)   how the service will be procured and be billed based on as-needed subscription basis throughout the duration of the contract; and

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

B13. **DISCLOSURE**

B13.1 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.

B13.2 The Persons are:

(a) Deloitte Inc. (developed specifications).

B14. **CONFLICT OF INTEREST AND GOOD FAITH**

B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 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.

B14.3 In connection with its Proposal, each entity identified in B14.2 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 Contract Administrator; 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.

B14.4 Without limiting B14.3, 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.

B14.5 Without limiting B14.3, 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 B14.4 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.

B14.6   The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15.   QUALIFICATION

B15.1   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.

B15.2   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://www.winnipeg.ca/matmgt/Templates/files/debar.pdf

B15.3   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.

B15.4   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)   meet the City's requirements for the confidentiality and security of information; including compliance with and ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent).

B15.5   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.

B15.6   Further to B15.4(b) and B15.4(d), the Proponent shall, within five (5) Business Days of a request by the Contractor Administrator, provide proof satisfactory to the Contract Administrator of the following:

B15.6.1   That all information and materials acquired by the Proponent, or to which the Proponent may be given access, if successful under this Request for Proposal ("Confidential Information") shall be treated in accordance with B4.

    (a)   Confirmation that Confidential Information shall be maintained for the full term of the Contract at minimum, unless otherwise directed by the City in writing;

    (b)   A description of how the Proponent's proposed Solution meets the requirements in E2 including:

        (i)   how the proposed Solution meets the requirements for rapid repatriation of Confidential Information;

        (ii)   the data format of the Confidential Information once extracted from the proposed Solution;

        (iii)   the proposed Solution's ability to purge Confidential Information based on City-approved records retention and disposition schedules; and

        (iv)   how the Proponent would address official, time-sensitive access to information requests.

B15.6.2   That Confidential Information shall be stored, transported, and transmitted ("Sited") in a secure jurisdiction by providing:

    (a)   written confirmation that Confidential Information shall not be sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part; or

    (b)   written confirmation that the Confidential Information shall be sited in a proposed alternative jurisdiction that will apply equivalent or greater protections to the Confidential Information, and that no duplicates or portions thereof shall be sited outside of said proposed alternative jurisdiction, in whole or in part, and shall provide full details of such proposed alternative, including:

        (i)   what Confidential Information will not be sited in Canada;

        (ii)   under what circumstances that above Confidential Information will not be sited in Canada; and

        (iii)   where the above Confidential Information will be Sited.

    (c)   The City reserves the right to assess proposed alternative jurisdictions, and may in its sole discretion determine whether such proposed alternative jurisdictions provide equivalent or greater protections to the Confidential Information that Canada.

B15.6.3   That the proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing:

    (a)   That the proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing: a certificate of compliance with ISO/IEC 27001 (or a functionally equivalent standard, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53) from an accredited certification body; or

    (b)   A written description of how the proposed Solution complies with ISO/IEC 27001, 27002, 27017, and 27018 (or functionally equivalent standards, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53).

        The City reserves the right to assess any proposed functional equivalents to the ISO/IEC standards, and may in its sole and absolute discretion determine whether such proposed functional equivalents provide satisfactorily equivalent level of protection.

The City further reserves the right to assess any written descriptions of compliance with the ISO/IEC standards (or equivalents) to determine whether such written descriptions provide evidence of compliance that is satisfactory to the City), in its sole and absolute discretion.

B16.   OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1   Proposals will not be opened publicly.

B16.2   After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B16.3   The Proponent is advised 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).

B16.3.1   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.

B16.4   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.

B17.   IRREVOCABLE OFFER

B17.1   The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17.2   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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18.   WITHDRAWAL OF OFFERS

B18.1   A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B19.   INTERVIEWS

B19.1   The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations of their iPaaS solution. Scenarios could include any of the Work outlined in D2 and PART E - . The City expects that the Proponent would be demonstrating a fully functional, readily available retail version of their proposed solution with a relevant use case (**).

B19.2   The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

B20.   NEGOTIATIONS

B20.1   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.

B20.2   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.

B20.3   If, in the course of negotiations pursuant to B20.2, 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.

B21.   EVALUATION OF PROPOSALS

B21.1   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 B15:
                                                                                              (pass/fail)

(c)   Total Bid Price; (Section B)   15%

(d)   Experience of Proponent and Subcontractor; (Section C)   15%

(e)   Support Services offered as part of iPaaS Subscription; (Section D)   20%

(f)   Satisfaction of Applicable Specifications (Section E)   50%

B21.2   Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3   Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B21.4   If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21.5   Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D2.3.

B21.6   Further to B21.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B21.6.1   Further to B21.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B21.7   Further to B21.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

B21.8   Further to B21.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.

B21.9   Further to B21.1(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 B11.

B21.10   Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.

B21.11   Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B21.12   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.

B21.13   This Contract will be awarded as a whole.

B22.   AWARD OF CONTRACT

B22.1   The City will give notice of the award of the Contract, or will give notice that no award will be made.

B22.2   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.

B22.2.1   Without limiting the generality of B22.2, 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.

B22.3   Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B22.4   The City may, at its discretion, award the Contract in phases.

B22.5   Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

B22.6   Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents

B22.6.1   The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

B22.6   Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents.

B22.7   Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.

B22.6   Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent.

B22.7   Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent for execution.

B22.8   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.

B22.9   If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.

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

C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1.   GENERAL CONDITIONS

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

D2.   SCOPE OF SERVICES

D2.1   The Work to be done under the Contract shall consist of the procurement of Integration Platform as a Service (iPaaS) on Microsoft Azure for the period from the date of the award until April 30, 2022, with the option of 5 (five) mutually agreed upon 1 (one) year extensions.

D2.1.1   The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

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

D2.1.3   Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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

(a)   Provision and support iPaaS on Microsoft Azure on an as-needed subscription basis throughout the contract's term.

D2.1   The Work shall be done on an "as required" basis during the term of the Contract.

D2.1.1   The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.1.2   Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.2   Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.3   The maximum funds available for this Contract are $40,000.

D3.   DEFINITIONS

D3.1   When used in this Request for Proposal:

(a)   "**AICPA**" stands American Institute of CPAs;

(b)   "**API**" stands for Application Programming Interface;

(c)   "**AVRO**" refers to Apache Avro's row-oriented remote procedure call and data serialization framework;

(d)   "**B2B**" stands for Business-to-Business;

(e)   "**Cloud**" refers to Microsoft Azure Cloud service;

(f)   "**COW**" means City of Winnipeg;

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(g) "**DQM**" stands for Data Quality Management;

(h) "**ETL**" stands for Extract, Transform, Load;

(i) "**iPaaS**" stands for Integration Platform as a Service;

(j) "**JSON**" stands for JavaScript Object Notation;

(k) "**MLlib**" stands for Machine Learning Library;

(l) "**NoSQL**" stands for Non-relational Structured Query Language;

(m) "**RDMS**" stands for Relational Database Management System;

(n) "**SaaS**" stands for Software as a Service;

(o) "**SAS**" stands for Statistical Analysis System;

(p) "**SOC**" stands for Service Organization Control;

(q) "**SQL**" stands for Structured Query Language;

(r) **"WWD**" means Water and Waste Department;

(s) "**XML**" stands for Extensible Markup Language;

(t) "**YARN**" stands for Yet Another Resource Negotiator.

D4.   CONTRACT ADMINISTRATOR

D4.1   The Contract Administrator is:

Ernest Kwan
Senior Project Manager

Telephone No.   204-986-8644
Email Address.:   ekwan@winnipeg.ca

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

D5.   INFORMATION MANAGEMENT

D5.1   The City shall only provide access to Confidential Information, (meaning any and all information concerning the City, the Project, and the Services, that is supplied by or to which access is given to the Contractor by the City or which in any other way comes into possession or knowledge of, or is stored by or otherwise accessed by, the Contractor during the course of performance of the Services (regardless of format or medium), including "Personal Information" as defined by *The Freedom of Information and Protection of Privacy Act* (FIPPA), as specified in this Contract. Any collection, use, disclosure, storage, or destruction of Personal Information is done so by the Contractor as an information manager pursuant to s. 44.1 of *The Freedom of Information and Protection of Privacy Act*.

D5.2   Further to D5.1, all Confidential Information is and shall remain the property of the City. The Contractor shall not disclose or appropriate to its own use or promotional material, or to the use of any third party, all or any part thereof without the prior written consent of the City. The Contractor shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the Contract Administrator.

D5.3   Further to D5.1, the Contractor shall:

(a) only use, access, or view Confidential Information to the extent necessary to provide the services specified in this Contract;

(b) not disclose Confidential Information to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;

(c)   ensure that no person under its supervision or control makes any unauthorized copies or reproductions of, or discloses, any Confidential Information, in whole or in part, in any form or medium;

(d)   ensure that its officers, employees, and agents are aware of and comply with the requirements and obligations in this Contract and any applicable legislation, including FIPPA;

(e)   keep the Confidential Information strictly in confidence and shall take such steps as are necessary to protect the confidentiality of the confidential information and ensure that it is used, accessed and disclosed only in accordance with the terms and conditions of this Contract and any applicable legislation, including FIPPA;

(f)   put into place reasonable security arrangements, including administrative, technical and physical safeguards, that ensure the confidentiality and security of the Confidential Information and that guard the Confidential Information against such risks as unauthorized use, access, alteration, disclosure, and destruction (each a "Breach"). These security measures shall take into account the sensitivity of the Confidential Information and the medium in or through which it is stored, handled, transmitted, transferred or disclosed; and

   (i)   establish and comply with written security procedures and policies respecting the Confidential Information, which shall include:

      (i)   provisions for identifying, recording, and reporting to the City all Breaches and attempted Breaches respecting the Confidential Information; and

      (ii)   corrective procedures to promptly address any such Breaches;

   (ii)   ensure that its officers, employees, and agents sign written confidentiality agreements to protect against unauthorized access, use, disclosure, or destruction of Confidential Information; and

   (iii)   upon request, provide evidence of compliance with compliance with the data security provisions of this Contract.

D5.4   The Contractor shall legally bind all employees, agents, Subcontractors, officers, and directors of its organization (where applicable) to the protection of privacy and information handling for all Confidential Information via written agreements which contain protections no less strict than those contained within the Contract, and in compliance with any additional requirements imposed by FIPPA or the Manitoba Personal Health Information Act ("PHIA") and any other applicable legislation.

D5.5   The City requires rapid repatriation of the Confidential Information data in the event of Contract termination or expiry, or upon request. Accordingly, the Contractor shall:

(a)   Have a process to maintain data security for the City's Personal Information upon Contract termination or expiry; and

(b)   Collect package and transmit the Data, including all Confidential Information (including backups), back to the City within two (2) weeks of receipt of City's request for same.

D6.   NOTICES

D6.1   Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D6.2   All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D6.3   All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D7.   AUTHORITY TO CARRY ON BUSINESS

D7.1   The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8.   INSURANCE

D8.1   The Contractor, who will be working exclusively remotely shall provide and maintain the following insurance coverage:

   (a)   Professional liability insurance including an amount not less than $1,000,000 per claim and $2,000,000 the aggregate. Such insurance shall remain in place for twelve (12) months or provide for an extended reporting period after Total Performance.

D8.2   Deductibles shall be borne by the Contractor.

D8.3   The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site and annually thereafter but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D8.4   The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8.5   The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D9.   COMMENCEMENT

D9.1   The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D9.2   The Contractor shall not commence any Work on the Site until:

   (a)   the Contract Administrator has confirmed receipt and approval of:
      (i)   evidence of authority to carry on business specified in D7;
      (ii)   evidence of the insurance specified in D8;

   (b)   the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9.3   The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D10. COVID-19 SCHEDULE DELAYS

D10.1   The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D10.2   If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D10.3   A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D10.4   For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D10.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D10.5   Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D11. RECORDS

D11.1   The Contractor shall keep detailed records of the services supplied under the Contract.

D11.2   The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

    (a)   user name(s) and addresses;

    (b)   order date(s);

    (c)   service date(s); and

    (d)   description and quantity of services provided.

D11.3   The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D12. INVOICES

D12.1   Further to C12, 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
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D12.2   Invoices must clearly indicate, as a minimum:

    (a)   the City's purchase order number;

    (b)   date of delivery;

      (c)   delivery address;

      (d)   type and quantity of work performed;

      (e)   the amount payable with GST and MRST shown as separate amounts; and

      (f)   the Contractor's GST registration number.

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

D13.   PAYMENT

D13.1   Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D13.2   Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D14.   WARRANTY

D14.1   Notwithstanding C13, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1.   APPLICABLE SPECIFICATIONS

E1.1   These Specifications shall apply to the Work.

E1.2   Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2.   SERVICES

E2.1   The City of Winnipeg Water and Waste Department is seeking an Integration Platform as a Service (iPaaS) that is offered as a cloud-native solution on Microsoft Azure to provide data management, data pipelines, data ingestion, data governance, and data quality.

E2.2   The iPaaS shall deliver the following general capabilities:

(a)   Offered as a cloud-native solution on Microsoft Azure

(b)   Each subscription shall provide service for a non-production and production environment (Form B: Prices should itemize the per user/license subscription cost). The available funding is based on two (2) subscriptions for the first year (i.e. 2 non-prod and 2 prod environments).

(c)   Option to subscribe to the service on a monthly or yearly basis (total subscription annual cost cannot exceed contract budget as per D2.3).

(d)   Managed solution for hosting, developing, and integrating data and applications on Microsoft Azure

(e)   Must be scalable at no additional cost (i.e. no additional charges for growing volume of data or number of data sources)

(f)   Real-time data services

(g)   Data discovery

(h)   Data transformation and integration

(i)   Data connectors

(j)   Data catalogue

(k)   Data security

(l)   Data stewardship

(m) Data processing

(n)   Real-time quality monitoring

(o)   Self-service data quality management

(p)   Compliance reporting

(q)   Data exploration

(r)   Data profiling

(s)   Product maintenance and support

E2.3   The iPaaS shall deliver the following business capabilities:

(a)   Ability to move any type of data format both structured and unstructured data

(b)   Ability to introduce business processes into the data ingestion pipeline to manage data quality or governance

(c) Ability to receive automated notification of failed execution

(d) Ability to manage and monitor the access, use, and disclosure of data

(e) Ability to curate new data as required either temporarily or permanently

(f) Ability to provide data catalogue of existing data within a centralized reservoir

(g) Ability to communicate a common definition and understanding of data and terms

(h) Ability to identify and correct data quality concerns

(i) Ability to determine lineage of data, understand decencies, systems of record, and systems of reference

(j) Ability to define terms across WWD in a consistent way and track compliance

(k) Ability to centrally-define WWD assets and stipulate how they should be used in both systems and analytical reports

E2.4   The iPaaS shall deliver the following technical capabilities:

(a) Intuitive administrative interface

(b) Ability to integrate with existing security layer

(c) Ability to monitor, prevent, and report on violations to business policies for the access, use, and disclosure of information

(d) Ability to ensure data privacy policies

(e) Data governance

(f) Metadata management

(g) Automatically crawls, profiles, organizes, links, and enriches all metadata

(h) Allows users to collaboratively add metadata or business glossary data points

(i) Data lineage and life cycle management

(j) Intelligent data lineage tracing and compliance tracking

(k) Provide and support machine learning libraries such as Spark MLlib

(l) Lightweight browser based data integration tool with ETL capabilities for data scientists and ability to view code generated from ETL mappings

(m) Enables data and business analysts to profile, cleanse and enrich data

(n) Ability to mask/encrypt the data while the data is in motion

(o) Ability to quickly move data from multiple SAS applications to Microsoft Azure data warehouses

(p) Provides an exhaustive library of connectors (more than 1000) to various types of data sources (e.g., RDBMS, NoSQL, Graph database)

(q) Provides an exhaustive library of connectors (more than 100) to SaaS applications and databases.

(r) Data quality management (DQM)

(s) Enables data quality in motion

(t) Built-in integrated data quality

(u) Automatic inventory of data assets

(v) Automatic data quality scoring

(w) Multifaceted search and dataset provenance capabilities

(x) Enables users to share preparations and curated datasets and embed datasets into batch/bulk/ and real time data integration

(y) Allows the users to operationalize data from various sources

(z) Point-and-click approach to data curation and certification

(aa) Enables the organization to design models and rules to validate data and resolve data errors

(bb) Web interface for exception management

(cc) A single interface for data quality and integration

(dd) Provides support for advanced log mining

(ee) Embeds manual certification and error resolution into data management activities

(ff) Allows organizations to monitor progress of data governance programs

(gg) Simple visual tools and wizards cover the complete development lifecycle, from design, testing, and documentation to implementation and deployment

(hh) Streamlines complex JSON, AVRO, XML, and B2B integrations

(ii) Design micro services that embed enterprise data quality components to validate, clean, standardize, and mask data in any format or size

(jj) Enables the organization to protect proprietary and personal data with controls for data governance, role-based access, and rate limits across stakeholders

(kk) Contract first API design methodology

(ll) Provides auto generation of API documentation

(mm) Enables organizations to run big data jobs natively in YARN

(nn) Enables organizations to leverage open source technologies

(oo) Natively integrates with GitHub

(pp) Support for Azure SQL Data Warehouse, Azure Databricks, Azure Data Lake Store, and Azure HDInsight.

(qq) Shall be AICPA SOC 2 Type II compliant.

(rr) Must provide the City with the option to opt-out at the end of each subscription term (not greater than 1 year).

E2.5   The iPaaS solution needs to have the option to expand its capabilities to include:

(a)   Master Data Management and/or equivalent ability to build and manage a Golden Record.

E2.6   The service support should be provided directly by the iPaaS solution provider.