



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 13-2017

**REQUEST FOR PROPOSAL FOR SUPPLY AND DELIVERY OF SERVER
HARDWARE AND ACCESSORIES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR SUPPLY AND DELIVERY OF SERVER HARDWARE AND ACCESSORIES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, March 31, 2017.

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

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

B3. PROPONENTS' CONFERENCE

B3.1 The Contract Administrator will hold a Proponents' conference at the bid opening room, Main Floor 185 King Street, from 1:00pm to 2:30pm on March 1, 2017.

(a) Proponents unable to physically attend the conference location can contact the Contract Administrator for teleconference contact options.

B3.2 The Proponent is advised that, at the Proponents' conference, the City will listen to any questions the proponents have and address each one.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. SITE INVESTIGATION

B4.1 Further to C3, the Proponent may make an appointment to view the Site by contacting the Contract Administrator.

B4.2 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B5.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B5.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B5.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B5.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

B6.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

B6.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. ADDENDA

B7.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B7.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B7.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B7.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B7.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B8. SUBSTITUTES

B8.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.

B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B8.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.

B8.4 The Proponent shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product 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.

- B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B8.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her TOTAL BID PRICE upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B23.
- B8.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B9. PROPOSAL SUBMISSION

- B9.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal in accordance with B10;
 - (b) Form B: Prices in accordance with B11; and
 - (c) Written Conformance in accordance with B12.
- B9.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent in accordance with B13;
 - (b) Technical Specifications in accordance with B14;
 - (c) Value Added Services in accordance with B15;
- B9.3 Further to B9.1, 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.
- B9.4 Proponents should submit one (1) unbound original (marked “original”) including drawings and three (3) copies.
- B9.5 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their

creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

- B9.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(a).
- B9.7 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B9.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.9 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B9.10 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B10. PROPOSAL

- B10.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B10.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B10.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B11. PRICES

PRICE - GENERAL

- B11.1 Proponent shall enter all fields in Form B: Prices, Section A for items 1-12 and add any additional lines as applicable:
- (a) See B23.5 to B23.14 definitions of columns and calculations.
- B11.2 Proponent shall enter all fields in Form B: Prices, Section B for items 1-5:
- (a) Use specified quantities;
 - (b) See B23.5 to B23.14 for definitions of columns and calculations.
- B11.3 Proponent shall enter all fields in Form B: Prices, Section C:
- (a) Perform calculations specified on each line.
- B11.4 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid; and
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B11.5 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- B11.6 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B11.7 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B11.8 Where applicable to the Request for Proposal, payments for services to Non-Resident Proponents are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

PRICE - INDEX

- B11.9 The Proponent shall, on Form B: Prices, Section C, specify the PRICE INDEX to be used throughout the contract. For example:
- (a) MSRP;
 - (b) List Price;
 - (c) Public Sector Price List.
- B11.10 PRICE INDEX having INDEX UNIT PRICES should:
- (a) be available and verifiable through independent sources;
 - (b) be updated and contain all of the manufacturer's items.

PRICE - PURCHASE

B11.11 Purchase price for SKU items listed in Form B: Prices shall be the lower of the SKU UNIT PRICE in Form B: Prices or the INDEX UNIT PRICE at the time of purchase reduced by the SKU DISCOUNT in Form B: Prices.

B11.12 Purchase price for items not listed in Form B: Prices shall be the INDEX UNIT PRICE at the time of purchase reduced by the FRAMEWORK DISCOUNT in Form B: Prices that corresponds to the item's FRAMEWORK CATEGORY in Form B: Prices.

B12. WRITTEN CONFORMANCE

B12.1 The Proponent shall provide written conformance to requirements detailed in the Supplemental Conditions D7 through D10, D21, D22.

B13. EXPERIENCE OF PROPONENT

B13.1 The Proponent should submit information in sufficient detail for the City to evaluate their experience which should consist of but not limited to the following:

- (a) Evaluation of the proposed solution from Industry Analysis groups such as Gartner or Forrester. The analysis should be from within the last eighteen (18) months and should reference the elements of the proposed solution.
- (b) Three (3) client references for relationships where similar computer equipment and services are being provided. Each reference should consist of a company name, contact name, email address, phone number and a brief description of the computer equipment and services being provided. By submitting a proposal the Proponent consents to the City being able to contact these references.
- (c) Detail the technical qualifications of the staff associated with servicing this Contract. This may contain resumes for key staff plus relevant designations and the number of progressive years of experience.
- (d) Outline the relationship with the manufacturer(s) of the computer equipment indicated in the Proposal.

B14. TECHNICAL SPECIFICATIONS

B14.1 Specifications should be submitted, are in response to the information stated in E3, E4 and E5.

B15. VALUE ADDED SERVICES

B15.1 The Proponent may provide a description for any Value Added Services.

B15.2 Examples of Value Added Services that the City would find beneficial are:

- (a) Training on any of the technologies we are currently using or are planning to utilize;
- (b) Hardware equipment that could be used in a test or production environment;
- (c) Consulting services for technologies we are currently using or are planning to utilize;
- (d) Any other value added services that would provide further benefit to the City with the proposed solution(s).

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) Epic
- (b) Scalar
- (c) Nutanix
- (d) Oracle
- (e) Dell EMC
- (f) Horizon
- (g) Glasshouse
- (h) Hewlett Packard Enterprise
- (i) Cisco

B17. QUALIFICATION

B17.1 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.

B17.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B17.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B17.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B17.5 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.

B17.6 The Proponent shall provide evidence that the Proponent is a manufacturer or an authorized manufacturer re-seller of each item of computer equipment indicated in the proposal.

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B18.1 Proposals will not be opened publicly.
- B18.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B18.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B19. IRREVOCABLE OFFER

- B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B19.2 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 for the time period specified in Paragraph 10 of Form A: Proposal.

B20. WITHDRAWAL OF OFFERS

- B20.1 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.
- B20.1.1 Notwithstanding C21, 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.
- B20.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B20.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B20.1.3(b), declare the Proposal withdrawn.
- B20.2 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 B19.2 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.

B21. INTERVIEWS

- B21.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B22. NEGOTIATIONS

- B22.1 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.
- B22.2 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.
- B22.3 If, in the course of negotiations pursuant to B22.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B23. EVALUATION OF PROPOSALS

- B23.1 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 B17: (pass/fail)
 - (c) Written Conformance (pass/fail)
 - (d) TOTAL BID PRICE; 40%
 - (e) Experience of Proponent (B13) 20%
 - (f) Technical Specifications (B14) 30%
 - (g) Value Added Services (B15) 10%
 - (h) economic analysis of any approved alternative pursuant to B8.
- B23.2 Further to B23.1(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.
- B23.3 Further to B23.1(b) the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B23.4 Further to B23.1(c), the Award Authority may reject any Proposal submitted by a Proponent who does not submit Written Conformance.
- B23.5 Further to B23.1(d), the TOTAL BID PRICE shall be the sum of
- (a) TOTAL BLADE ENCL SKU PRICE (see B23.6);
 - (b) TOTAL BLADE ENCL FRAMEWORK PRICE (see B23.7);
 - (c) TOTAL RACK/TOWER SKU PRICE (see B23.13);
 - (d) TOTAL RACK/TOWER FRAMEWORK PRICE (see B23.14).
- B23.6 TOTAL BLADE ENCL SKU PRICE is the UNIT BLADE SKU PRICE (see B23.8) multiplied by 82 blades.
- B23.7 TOTAL BLADE ENCL FRAMEWORK PRICE is the UNIT BLADE FRAMEWORK PRICE (see B23.9) multiplied by 88 blades.

- B23.8 UNIT BLADE SKU PRICE is the TOTAL BLADE ENCL SKU PRICE (see B23.10) divided by the BLADES PER ENCLOSURE (see B23.12).
- B23.9 UNIT BLADE FRAMEWORK PRICE is the TOTAL BLADE ENCL FRAMEWORK PRICE (see B23.11) divided by the BLADES PER ENCLOSURE (see B23.12).
- B23.10 TOTAL BLADE ENCL SKU PRICE is the total of column SKU EXTENDED PRICE in Form B: Prices, Section A.
- B23.11 TOTAL BLADE ENCL FRAMEWORK PRICE is the total of column FRAMEWORK EXTENDED PRICE in Form B, Section A.
- B23.12 BLADES PER ENCLOSURE is the number of blades to fill one entire enclosure.
- B23.13 TOTAL RACK/TOWER SKU PRICE is the total of column SKU EXTENDED PRICE from Form B: Prices, Section B.
- B23.14 TOTAL RACK/TOWER FRAMEWORK PRICE is total of column FRAMEWORK EXTENDED PRICE from Form B: Prices, Section B.
- B23.15 Further to B23.1(e), the Experience of Proponent will be evaluated considering the information submitted in response to B13.
- B23.16 Further to B23.1(f), the Technical Specifications will be evaluated considering the information submitted in response to B14.
- B23.17 Further to B23.1(g), the Value Added Services will be evaluated considering the information submitted in response to B15.
- B23.18 Where Proponents fail to provide responses, the score of zero or fail will be assigned to that Section.
- B23.19 This Contract will be awarded as a whole.
- B23.20 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), B23.1(c) the Proposal will be determined to be non-responsive and will not be further evaluated.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B24.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, 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.
- B24.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer, in accordance with B23.

- B24.4 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.
- B24.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B24.6 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 Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for the Supply of Goods* 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 proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SERVER BACKGROUND

- D2.1 The City currently utilizes HP Blade, Tower and Rack servers for its x86 based computing needs and is open to review/change.
- D2.2 We currently have approximately 70 physical servers – ~45 Blades, ~ 15 Rack/Tower, and ~6 Unix/iSeries. Of the ~70 physical servers, ~55 are VMware Hosts supporting approx. 900 VMs.
- D2.3 Our current policy for deploying new servers is to use virtualization as the default and only look to Blade or tower/rack servers if justified.
- D2.4 Our current workload is over 98% virtualized. The total workload consists of ~80% Windows, ~20% Linux and less than 1% Unix/iSeries.
- D2.5 All of our current Blade computing is addressed with 2 socket Intel Blade servers. We currently utilize HP BL460c Servers for our VMware ESX hosts which provide a large number of DIMM slots that can achieve a high amount of RAM with low cost DIMMs.
- D2.6 We currently have 2 active data centres with ~70% of our workload at one site and ~30% at the other site. The intent is for the infrastructure running the active workload at either data centre to be used to service critical computing workload from the alternate data centre in the event of a major data centre failure. The computing workload located at these data centres are accessed from dozens of business locations located throughout the city.
- D2.7 We utilize fibre channel Storage Area Networks and the majority of our servers are diskless and boot from SD card or SAN.
- D2.8 We are currently utilizing HP's Flex Fabric interconnects in our Blade Enclosures to provide connectivity to our Cisco Ethernet and Cisco Fibre Channel networks.
- D2.9 We utilize CA-UIM (Nimsoft) for Systems Management of our environment.
- D2.10 We have examined and continue to consider any type of converged infrastructure,

D3. SCOPE OF WORK

- D3.1 The Work to be done under the Contract shall consist of the supply and delivery of server hardware and accessories for the period from July 1, 2017 until June 30, 2019, with the option of three (3) mutually agreed upon one (1) year extensions.
- D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on July 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D3.2 The major components of the Work are as follows:
- (a) Provision of Blade server hardware and accessories;

- (b) Provision of Rack and Tower server hardware and accessories;
- (c) Provision of Warranty Services.

D3.3 The Work shall be done on an "as required" basis during the term of the Contract.

D3.3.1 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.

D3.3.2 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.

D3.4 Notwithstanding D3, 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. NEW AND OBSOLETE PARTS

D4.1 The City understands the proposed SKUs will become obsolete during the Contract period. The Proponent shall provide replacement SKUs, in accordance with D10, during the term of the Contract for all expired SKUs within sixty (60) days of their expiration. The replacement SKUs must maintain current technology trends and have a discount structure no less than what had been originally proposed in the Proponent's submission. Failure to adhere to this mandatory requirement will be considered an event of default in accordance with C16.

D4.2 The City reserves the right to add items within the same scope to the Contract under the same terms and conditions and by using the same price determination mechanism specified on Form B: Prices.

D4.3 The City may, should the requirement for a product no longer exist, remove products from the Contract.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) "**Accessories**" means options or peripherals that relate to servers and Blade chassis components. Examples of server accessories would be RAM, add on cards, power supplies, fans, etc.
- (b) "**ENCL**" means ENCLOSURE
- (c) "**Framework**" means categories of items supplied by the contractor.
- (d) "**Framework Pricing**" means a consistent discount formula based pricing structure that can be applied to a range of products. Generally measured in percentages.
- (e) "**PDU**" means power distribution unit.
- (f) "**Proponent**" means any Person or Persons submitting a Proposal for Goods;
- (g) "**SKU**" means stock keeping unit;
- (h) "**Value Added Services**" means any other services the Proponent may choose to provide that the City has not specifically requested in D2.2. All Value Added Services proposed will be understood to be offered at no extra costs.

D6. CONTRACT ADMINISTRATOR

- D6.1 The Contract Administrator is:
William Doering
Systems Coordinator
Telephone No.: 204 470-7309
Email Address: wdoering@winnipeg.ca

D7. PRODUCT ORDERING LOGISTICS

- D7.1 Unless stipulated otherwise at the time of ordering partial shipments will be allowed.
- D7.2 The City may, at no cost to the City, cancel an order which has not been shipped (physically left the Contractor's facility).

D8. ORDER TRACKING

- D8.1 The Contractor shall monitor the status of each order placed pursuant to the Contract.
- D8.2 Immediately upon detecting any imminent failure to deliver an order by the date agreed, pursuant to D7, the Contractor shall advise the User. The User may then:
- (a) Authorize a revised delivery date;
 - (b) Authorize the Contractor to supply a permanent or temporary substitute; or
 - (c) Delete any or all of the order and obtain the item(s) from any alternate means.
- D8.3 The Contractor shall, upon request of the User, provide an accurate status report and estimated delivery date for an order.

D9. RETURN OF GOODS

- D9.1 Further to C9.8 to C9.13, Goods incorrectly supplied as a result of the Contractors error shall be returned at no cost to the City.
- D9.2 Further to C9.8 to C9.13, Goods incorrectly supplied as a result of the City's error will be returned at the City's cost.
- D9.3 Further to C9.8 to C9.13, the Contractor will be responsible for costs and any associated computer equipment manufacturer correspondence for any and all equipment delivered in an unusable state.

D10. CHANGES IN THE WORK

- D10.1 Further to C7, the City anticipates that during the term of the Contract there will be changes including but not limited to:
- (a) Products line / model availability;
 - (b) Product standards required to meet requirements and recommendations of software suppliers.
- D10.2 Changes shall be addressed in accordance with C7 of the General Conditions.
- D10.3 Where a product line is discontinued by the Manufacturer or otherwise becomes unavailable in the market, the Contractor shall provide detailed technical literature on the proposed replacement. The Contract Administrator will determine the acceptability of the proposed replacement product.
- D10.4 Where the Contractor is unable to provide a replacement product to meet changes in the City's requirements, the City shall have the right to remove the product from the Contract.

D11. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D11.1 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.
- D11.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D11.3 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.
- D11.4 A Contractor who violates any provision of D11 may be determined to be in breach of Contract.

D12. NOTICES

- D12.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D12.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B9.**

SUBMISSIONS

D13. AUTHORITY TO CARRY ON BUSINESS

- D13.1 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.

D14. INSURANCE

- D14.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D14.2 Deductibles shall be borne by the Contractor.

- D14.3 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 but in no event later than the date specified in C4 for the return of the executed Contract.
- D14.4 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.
- D14.5 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

D15. COMMENCEMENT

- D15.1 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.
- D15.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D13;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D14;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D16. DELIVERY

- D16.1 Goods shall be delivered within twenty (20) Business Day(s) of the placing of an order, f.o.b. destination, freight prepaid to various locations within the City.
- D16.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D16.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D16.4 The Contractor shall off-load goods as directed at the delivery location.
- (a) The product delivery shall be to the City's final destination and not delivered just to the nearest loading dock.
- D16.5 Further to C6.32, if an order cannot be delivered within twenty (20) Business Days of placement of an order, the Contractor shall notify the User. The User may then:
- (a) Authorize the proposed delivery date;
 - (b) Authorize the Contractor to supply a permanent or temporary substitute; or
 - (c) Delete any or all of the order and obtain the item(s) from any alternate means.
 - (d) Determine that the Contractor is in breach of Contract.

D17. QUOTES

- D17.1 The Contractor shall provide a quote within three (3) Business Days upon request of the Contract Administrator.
- D17.1.1 Quotes shall be valid for 30 Calendar Days.

D18. RECORDS

- D18.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D18.2 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) delivery date(s); and
 - (d) description and quantity of goods supplied.
- D18.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D19. LIQUIDATED DAMAGES

- D19.1 If the Contractor fails to achieve delivery of the goods within the time specified in D16 Delivery, the Contractor shall pay the City \$250 per Calendar Day per server for each undelivered server or incomplete delivered server until the complete server is delivered.
- D19.2 The amount specified for liquidated damages in D19.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.

MEASUREMENT AND PAYMENT

D20. INVOICES

- D20.1 Further to C10, the Contractor shall submit an invoice for each order delivered 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
- D20.2 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 goods delivered;
 - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D20.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B9.**

D21. PAYMENT

- D21.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D21.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D22. WARRANTY

D22.1 Notwithstanding C11, the warranty period shall begin on the date of delivery and shall expire in accordance with E4.9 and E5.2, unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.

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 B8.

E2. GOODS

- E2.1 The Contractor shall supply server hardware and accessories in accordance with the requirements hereinafter specified.
- E2.2 All equipment must be new and cannot contain any remanufactured parts. Reconditioned, refurbished or remanufactured equipment will not be accepted.

E3. ALL SERVERS AND ACCESSORIES

- E3.1 Blade and Tower/Rack Mount servers shall be from the same manufacturer.
- E3.2 Servers shall support Windows 2008/2012/2016, and VMware ESXi 6.x.
- E3.3 Describe the local Winnipeg support structure.
 - (a) Are spare components stored in Winnipeg?
 - (b) Who handles support?
- E3.4 Servers shall include ability to remotely power on/off server and provide a graphical remote console.
- E3.5 Describe the management tools and capabilities such as but not limited to:
 - (a) Remote Power controls;
 - (b) Remote console;
 - (c) Agent or agentless management;
 - (d) Mobile applications;
 - (e) Describe alerting methods for hardware failures;
 - (f) Describe any "Call Home" functionality for reporting hardware failures to the vendor;
 - (g) Describe any integration with CA-UIM (Nimsoft) Monitoring.
- E3.6 Describe tools and process available for updating firmware and BIOS on all hardware.
- E3.7 Describe any unique features and capabilities.
- E3.8 Describe any plugins available for VMware vCenter server.
- E3.9 All servers and enclosures shall include hot plug/redundant fans and hot plug/redundant power supplies.
- E3.10 Describe the reduced processor socket and core options available on 2 Socket servers that could be utilized for software that is licenced by core or socket.
- E3.11 Servers and switches shall provide 8 Gbps FC connectivity.
- E3.12 Servers and switches shall provide 10Gbps and 1 Gbs Ethernet connectivity.

- E3.13 Explain how the City can accomplish integrating the equipment with our legacy HP servers in the most cost efficient way.
- E3.14 Warranty should not be affected by the City's need to move equipment, perform hardware upgrades (including adding industry standard boards for specialized peripheral devices) and perform software upgrades on units.
- E3.15 The start date for warranty shall not commence prior to receipt of goods by the City.
- E3.16 The Contractor must notify the equipment manufacturer in a timely manner (no greater than 2 weeks from the invoice date) when equipment is purchased. They must record the purchase with the manufacturer so that the manufacturer will recognize the start of the warranty period.
- E3.17 Servers shall have internal media slot (SD Card or internal USB) supported for booting VMware ESXi.
- E3.18 Servers shall have remote administration lights-out controller with remote console.
- E3.19 Describe any converged infrastructure features or a roadmap to such features in future products.

E4. BLADE SERVERS

- E4.1 Power for Blade chassis should operate on PDUs with 208V single phase output.
- E4.2 When was the blade enclosure introduced? What is the product roadmap and end of life?
- E4.3 Each Blade server shall provide:
 - (a) Redundant connections for 8Gbs Fiber Channel connectivity;
 - (b) A minimum of 4 Ethernet ports.
- E4.4 Blade system interconnects/switches shall support connectivity to Cisco Ethernet Networks and Cisco Fibre Channel SANs:
 - (a) Specify # of Fibre Channel uplinks and speeds;
 - (b) Specify # of Ethernet uplinks and speeds.
- E4.5 Ethernet switches or interconnects:
 - (a) Shall support a minimum of 128 VLANs per port;
 - (b) Shall support link aggregation between ports.
- E4.6 Explain any virtualization capabilities supported by the Blade Enclosure SAN and LAN interconnects including but not limited to:
 - (a) Ability to swap a server blade into a different slot or enclosure;
 - (b) Profiles used to configure Fibre Channel and Ethernet connectivity.
- E4.7 What size memory DIMMs and how many DIMM slots are supported on a 2 Processor Blade Server:
 - (a) with 1 Processor populated;
 - (b) with 2 Processors populated.
- E4.8 What is the total # of PCI add on slots supported on a 2 Socket Blade server?
- E4.9 Warranty Coverage:
 - (a) For Blade Enclosure, Fans, Power supplies, interconnects/switches and administration modules, warranty shall be 5 year, 24x7 with 4 hour response.
 - (b) For all other blades and blade equipment, warranty shall be 3 year, next business day.

E5. TOWER/RACK MOUNT SERVERS

E5.1 Tower/Rack Mount Servers shall:

- (a) have RAID controller supporting RAID5 and RAID1 with cache battery backup or capacitor backed flash cache;
- (b) support up to 6 internal hot swappable disks;
- (c) include redundant Ethernet and redundant Fiber Channel connectivity;
- (d) support the same internal Disk Drives as used in blades; and
- (e) have minimum 3 expansion PCI slots.

E5.2 Warranty Coverage:

- (a) for all Rack Servers, Tower Server, and related equipment, warranty shall be 5 year, next business day.