



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 155-2013

**REQUEST FOR PROPOSAL FOR INTERNET- BASED ONLINE LEADERSHIP
DEVELOPMENT COURSES**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR INTERNET- BASED ONLINE LEADERSHIP DEVELOPMENT COURSES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 24, 2013.

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. ENQUIRIES

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

B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder 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 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 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 Bidders by issuing an addendum.

B3.5 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 Bidder who made the enquiry.

B3.6 The Bidder 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.

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder 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.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals 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.

- B5.2.1 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>
- B5.2.2 The Bidder 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.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products 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 seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder 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.
- 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, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely 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 Bidder 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 Bidder 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 B20.

- B6.9 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.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.7, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B20.1(a)

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Proposed Learning/Content Approach (Section C) in accordance with B10;
 - (b) Technical Approach (Section D), in accordance with B11, and
 - (c) Experience (Section E), in accordance with B12.
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4.1 Bidders should submit one (1) unbound original (marked "original") and six (6) copies.
- B7.5 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.5.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1 and B7.2.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B20.1(a).
- B7.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.9 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. PROPOSAL

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder 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: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder 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 Bidder 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: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices and shall include the following:
- (a) Onboarding Set-up for City of Winnipeg Leaders: Bidder will receive a list of authorized leaders granted permission by the City. The Bidder will receive demographic data on each leader to enable data reporting and analysis requirements. Leaders will access courses using approved email addresses and passwords. Demographic data will include, but not be limited to, items listed in Scope of Work (D3);
 - (b) Integration with City's Oracle - PeopleSoft system for Successful Completion of courses by individual leader, as described in Scope of Work (D3);
 - (c) Data Tracking, Analysis and Reporting: Includes all components of usage tracking by demographics, analysis and reporting; Successful Completion reporting; and technological and customer service support reporting, as described in Scope of Work (D3);
 - (d) Technological/Customer Service support for City staff administering courses and leaders accessing the courses, including, but not limited to:
 - (i) City's Contract Administrator's access to Bidder's Single Point of Contact (SPoC) throughout the set-up and contract period.
 - (ii) Technological support for City staff administering courses.
 - (iii) Customer service support for authorized leaders when accessing courses from City desktops/devices.

- (e) 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;

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.

B9.1 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. PROPOSED LEARNING/CONTENT APPROACH

B10.1 Proposals should include the Bidder's approach to providing internet-based online leadership development courses addressing the Scope of Work in D3:

B10.2 The Bidder should describe a minimum of fifteen (15) internet-based, stand-alone, online courses specifically designed for the target audience of leaders.

B10.3 The Bidder should propose an approach for Internet-Based Online Leadership Development Courses for the City of Winnipeg, containing the following information:

- (a) A description of your organization, size, structure and services provided;
- (b) A description of your experience, with emphasis on past experience as a provider of internet –based, online leadership development courses for Canadian public sector organizations, especially municipalities;
- (c) A detailed description of your Internet-based Online Leadership Development Courses including, but not limited to, topics such as:
 - (i) Leading a Customer Service Organization;
 - (ii) Integrity, Trust, Ethics;
 - (iii) Leading through Change/Ambiguity;
 - (iv) Self-Management/Composure;
 - (v) Self-Knowledge for Leaders;
 - (vi) Positive Role Modeling;
 - (vii) Coaching, Mentoring & Developing Others;
 - (viii) Motivating Others;
 - (ix) Building Effective Teams;
 - (x) Building Effective Interpersonal Relationships;
 - (xi) Employee Work Planning & Performance Feedback;
 - (xii) Leading in a Unionized Environment;
 - (xiii) Strategic Planning & Priority Setting;
 - (xiv) Critical Thinking/Problem Solving;
 - (xv) Conflict Management.

B10.4 Detailed course descriptions should include:

- (a) Learning Objectives for each course;
- (b) Dates each course was originally developed and significantly updated;
- (c) Topics covered in the content of each course;
- (d) Types of online adult learning methods/approaches used in the design of each course, such as interactive exercises, simulations and case studies.

- (e) Design options built into the course to make learning/accessing information easier for the learner, e.g. ability to bookmark or create a placeholder so the learner can return to the spot where they last were in the course.
- B10.5 The Proposal should include a description of how Successful Completion of a course is determined, tracked and recorded. E.g. testing component with a minimum score requirement;
- B10.6 The Bidder's Proposal should include all components in Scope of Work (D3) and should be addressed in a separate section clearly marked with the corresponding letter.
- B10.7 The Bidder should describe how Users shall be able to access courses from multiple desktops/devices, City-owned and personal. The City shall **only** be responsible for accessibility, connectivity and performance-related items associated with City-owned desktops/devices. Users shall be responsible for accessibility, connectivity and performance-related items related to their own personal devices, and should be able to escalate service issues directly with the Contractor.
- B10.8 The Bidder should describe their set-up process and timeframe for onboarding new customers.
- B10.9 The Bidder should describe how data tracking, reporting, analysis and ad hoc reporting will be provided to meet the City's business requirements as described in Scope of Work (D3).
- B10.10 The Proposal should include a description of the Bidder's ability, options and past experience to provide data tracking, reporting and analysis for their customers. The Bidder should also include options for City of Winnipeg authorized administrators to access real-time data on authorized City of Winnipeg leaders from the Bidder's site.
- B10.11 The Proposal should describe the City's level of flexibility to change access throughout the one year contract or potentially between contract periods for such items as, but not limited to:
 - (a) Courses available;
 - (b) Authorized individual Users;
 - (c) Total number of authorized individual Users;
 - (d) Data tracking, reporting and analysis options;
 - (e) Technological and customer service support options.
- B10.12 The Proposal should include a description of the Bidder's ability, technology-solutions and experience to integrate Successful Completion of courses with Oracle – PeopleSoft, another system or an in-house training application.
- B10.13 The Proposal should include location(s) the Bidder currently maintains or plans to maintain for technological and customer service support.
- B10.14 The Proposal should state if any of the Work will be sub-contracted and an explanation should be provided.

B11. TECHNICAL APPROACH

- B11.1 The Bidder should propose the technological environment for Internet-Based Online Leadership Development Courses for the City of Winnipeg, providing detailed descriptions for the following:
 - (a) Ownership, access, confidentiality and security of data;
 - (b) details of how the Bidder would secure and maximize the amount of self-contained information housed on the Bidder's site in accord with all relevant regulatory requirements including FIPPA, in order to reduce the City's data security risk and records/personal information management requirements;
 - (c) Bidder's technical environment supporting the functional requirements of courses;

- (d) Authorized Users have access to courses 24/7, from multiple locations (e.g. home, work), devices (e.g. Windows, Mac, iPad, etc.) and/or email addresses;
- (e) Data tracking, analysis and reporting capabilities based on multiple variables/demographics including, but not limited to:
 - (i) Number of total individual Users or clustered groups of Users by time variable, i.e. which Users are accessing courses at what times;
 - (ii) Number of total individual Users or clustered groups of Users by course, i.e. which Users are accessing which courses, which courses are the most popular;
 - (iii) Length of time spent by individual User or clustered groups of Users by course;
 - (iv) Successful Completions for each course by individual user/clustered groups of Users.
 - (v) Technological and Customer Service Support – number of requests, nature of requests, response times; level of response provided; resolution times;
- (f) Data available to the City to perform additional analysis utilizing standard tools;

B11.2 The Bidder **should** provide a list of their **minimum** technological requirements for City desktops/devices and technological environment. The Bidder should describe any restrictions or limitations in service based on these minimum requirements.

B11.3 The Bidder **should** provide a list of their **recommended** technological requirements for City desktops/devices and technological environment.

B11.4 The Bidder's proposal should include all components in Scope of Work (D3) and should be addressed in a separate section clearly marked with the corresponding letter.

B12. EXPERIENCE

B12.1 The Bidder should submit the following information for the Bidder and any proposed subcontractor:

- (a) Past work experience with Canadian public sector organizations and evidence of having successfully carried out work similar in nature, scope, complexity and value;
- (b) Demonstration of applying innovation, best practices and online adult learning approaches in course design, content and learning methods, in particular, level of learner interactivity;
- (c) History of the organization including:
 - (i) Number of years in operation;
 - (ii) Number of organizations using the Internet-Based, Online Leadership Development Courses;
 - (iii) A list of Canadian public sector organizations using the Internet-Based, Online Leadership Development Courses.
- (d) A list of three (3) references, including name, title, organization, address, and telephone number from Canadian public sector organizations, including at least one municipality. References should include organizations with integrations to Oracle – PeopleSoft, another system or an in-house training application.

B12.1.1 Reference checks to confirm information provided may not be restricted to only those submitted by the Bidder, and may include organizations known to have done business with the Bidder.

B12.1 The Proposal should include the Name/Title/Contact Information/Location of the Bidder's Single Point of Contact (SPoC) for the City of Winnipeg throughout the proposed contract period.

B12.1.1 The Bidder should indicate the Experience Level of the SPoC – e.g. length of time with the Bidder's organization; evidence of working with public sector organizations; evidence of having successfully carried out SPoC responsibilities similar in nature, scope, complexity and value.

- B12.1.2 The Bidder should indicate if/how the SPoC was involved in the organizations listed as references above
- B12.1.3 The Bidder should describe the SPoC's relationship with the City – e.g. how it will be structured, methods of communication, approach, response time, etc.
- B12.1.4 If, following the Bidder's Submission and before Award of Contract, the Bidder becomes aware that the SPoC for the City of Winnipeg identified in the proposal is unable or is likely to be unable to participate in this Work, the Bidder shall immediately advise the Contract Administrator and indicate the proposed substitute, including the same level of detail as indicated in B12.1. Failure to do so may result in disqualification of the Bidder's Submission from the RFP process.

B13. QUALIFICATION

- B13.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder 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.
- B13.2 The Bidder 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>
- B13.3 The Bidder 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);
- B13.4 The Bidder 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 Bidder and of any proposed Subcontractor.
- B13.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B14.1 Proposals will not be opened publicly.
- B14.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) 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>

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder 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.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 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.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Bidder 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 Bidder'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 B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder 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.

B17. PRESENTATIONS

B17.1 The Contract Administrator, in his/her sole discretion, may request any, some or all Bidders to give a presentation and/or demonstrate their equipment, software, courses to assist the City in evaluating the Proposals.

B17.1.1 Any cost or expense incurred by the Bidder that is associated with the presentations shall be borne solely by the Bidder.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B19. NEGOTIATIONS

- B19.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

- B20.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|---|-------------|
| (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Bidder and the Subconsultants, if any, pursuant to B13: | (pass/fail) |
| (c) Evaluated Bid Price | 40% |
| (d) Proposed Learning/Content Approach | 30% |
| (e) Technical Approach | 20% |
| (f) Experience | 10% |
| (g) economic analysis of any approved alternative pursuant to B6; | |
- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified.
- B20.4 Further to B20.1(c), the Evaluated Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B20.5 Further to B20.1(d), **Proposed Learning/Content Approach** will be evaluated considering information submitted in response to B10.
- B20.6 Further to B20.1(e), **Technical Approach** will be evaluated considering the information submitted in response to B11.
- B20.7 Further to B20.1(f), **Experience** will be evaluated considering the information in response to B12.
- B20.8 The Contract will be awarded, as a whole, as one of the following scenarios:
- | |
|---|
| (a) Items 1, 2, 3, 4 and 4a or 4b or 4c; OR |
| (b) Items 1, 2, 3, 5 and 5a or 5b or 5c; OR |
| (c) Items 1, 2, 3, 6 and 6a or 6b or 6c. |

B20.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21. AWARD OF CONTRACT

B21.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B21.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B21.2.1 Without limiting the generality of B21.2, 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.

B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B20.

B21.4 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B21.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B21.6 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. BACKGROUND

D2.1 The City of Winnipeg is expanding learning and development opportunities for leaders throughout the organization. The City is exploring net new methods of tech-enabled learning to augment existing classroom offerings; customized, City-specific, intranet-based, online learning courses and self-directed learning methods.

D2.2 The City is exploring internet-based, online leadership development courses from an external provider, available 24/7, to provide leaders increased access to current, relevant information and resources to quickly reference when faced with common leadership issues and as a stand-alone learning opportunity which, when successfully completed, would be credited in their training history.

D2.3 The City uses Oracle – PeopleSoft (PS) Enterprise Learning module, version 9.1, as its Learning Management System (LMS). All successfully completed courses are tracked and reported in employee training summaries. PS data is also used in multiple reporting instances and for planning/decision-making purposes.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of Internet-Based, Online Leadership Development Courses for the period from October 1, 2013 until September 30, 2014, with the option of ten (10) mutually agreed upon one (1) year extensions

D3.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D3.1.2 Changes resulting from such negotiations shall become effective on October 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) Onboarding set-up and accessibility to courses for list of authorized leaders granted permission by the City of Winnipeg.
- (b) A minimum of fifteen (15) Internet-Based, stand-alone, Online Leadership Development Courses available 24/7, specifically designed for the target audience of leaders;
- (c) Successful Completion of Internet-Based Online Leadership Development Courses integrated with City's existing Oracle – PeopleSoft system; as described in Scope of Work (D3);
- (d) Data tracking, analysis, preparing reports and providing ongoing recommendations throughout the contract period, as described in Scope of Work (D3);
- (e) Data is available to the City to perform additional analysis utilizing standard tools;
- (f) Technological and Customer Service Support available to individual Users and City of Winnipeg administrators.

D3.3 The Services required under this Contract shall consist of Internet-Based Online Leadership Development Courses to support the following:

- (a) the City's Human Resource priorities of leadership development and succession planning;
 - (b) an enhanced leadership learning experience leveraging new tech-enabled methods to augment current classroom; customized, intranet-based online courses; on-the-job and self-directed learning opportunities;
 - (c) just in time/as required, flexible, modular learning to develop leadership competencies;
 - (d) additional access to current, relevant information and resources that leaders quickly reference when faced with common leadership issues;
 - (e) the City's Employee Work Planning and Performance Feedback process by offering additional learning options for Employee Development Plans.
- D3.4 Users shall be able to access courses from multiple computers (e.g. desktop/laptop) and optionally from mobile devices (e.g. tablet, smartphone), both City-owned and personal. The City shall only be responsible for accessibility, connectivity and performance-related items associated with City-owned desktops/devices. Users shall be responsible for accessibility, connectivity and performance-related to their own personal devices, and shall be able to escalate service issues directly with the Contractor. Personal computer specifications will vary. Computers used on City premises have the following specifications:
- (a) 1-5 years old;
 - (b) Mix of Windows XP and Windows 7;
 - (c) Mix of Office 2003 and Office 2010;
 - (d) Local administrative functions locked down;
 - (e) Shared 100mbps Internet pipe for all Internet use.
- D3.5 In order to reduce the City's data security risk and records/personal information management requirements, the Contractor shall ensure the maximum level of self-contained information is securely housed on the Contractor's site in a manner which upholds all relevant regulatory requirements for personal information including FIPPA. The Contractor shall, upon request, provide documentation substantiating compliance with relevant regulatory requirements.
- D3.6 Integration with City's existing Oracle – PeopleSoft system for Successful Completion of courses shall meet the following requirements:
- (a) Data elements: minimum level of City demographic data required to Successful Completion of a course to be integrated with City's PeopleSoft system; such as employee name, department and password;
 - (b) File Format: .CSV or tab-delimited text;
 - (c) Transfer Method: unidirectional from Bidder to City; email delivery to specific address, or secure FTP transfer to specific address;
 - (d) Frequency: Monthly.
- D3.7 Reporting business requirements shall be provided by the Contractor. Ad hoc reporting/self-service shall also be included.
- D3.7.1 Business requirements for data tracking, analysis and reporting shall be provided to the Contractor by the City.
- D3.7.2 The Contractor shall receive demographic data on all authorized leaders granted access to courses which may include, but not be limited to, such information as: employee name, email addresses, password, age, gender, department, union/association, functional group, job title, etc.
- D3.7.3 The City requires data tracking, analysis and reporting on demographic data provided to the Contractor. Examples include, but are not limited to: which leaders are accessing which courses, at what time, for how long.
- (a) The Contractor shall ensure the maximum level of security dictated by relevant regulatory requirements such as FIPPA, for all demographic information shared by the

City of Winnipeg. The Contractor shall, upon request, provide documentation substantiating compliance with relevant regulatory requirements.

- (b) The Contractor shall provide data tracking, integration, compilation, reporting, analyses and data management for the City throughout the contract period.
- (c) The Contractor shall track usage of courses based on individual Users, as well as by other demographic data provided by the City.
- (d) The Contractor shall complete a monthly data analysis based on demographics and provide a **monthly usage report**.
- (e) The Contractor shall provide a monthly report of individual Users with Successful Completion by course.
- (f) The Contractor shall make data available to the City to perform additional analysis utilizing standard tools;
- (g) The Contractor shall provide **monthly reports on technological support requests and customer service requests**, which may include, but not be limited to: number of requests, nature of requests, response times, level of response provided, resolution times.
- (h) The Contractor shall provide a usage report, a Successful Completion report and a technological/customer service report **30 days** after the initial set-up and access for authorized leaders.
- (i) The Contractor shall provide a usage report, a Successful Completion report and a technological/customer service report **60 days** after the initial set-up and access for authorized leaders.
- (j) The Contractor shall continue to provide required reports MONTHLY throughout the contract period.
- (k) The Contractor shall provide a comprehensive annual report on September 15 of the contract period.

D3.8 The City shall have the right to add/delete/modify individuals with access during the contract period; add/delete which courses are available from the Contractor; add/delete number of people with access during the term of the Contract.

D3.9 The Work shall be done on an "as required" basis during the term of the Contract.

D3.9.1 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.

D3.9.2 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.

D3.10 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Pauline Griffith

Email: pgriffith@winnipeg.ca

Telephone No. 204 986-3261

Facsimile No. 204 986-3299

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.

D4.3 Bids Submissions must be submitted to the address in B7.9.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator

D5.2 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.

D5.3 The Contractor shall not make any public announcements or press releases regarding the Contract or discuss the Work at the City with others, without the prior written authorization of the Contract Administrator.

D5.4 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.

D5.5 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. COPYRIGHTS

D6.1 The Contractor shall not infringe any copyright, trademark, patent, industrial design, trade secret, moral or other proprietary right of a third party and shall indemnify the City from all claims arising out of such an infringement.

D7. CITY NOT OBLIGATED TO THIRD PARTIES

D7.1 The City shall not be obligated or liable hereunder to any party other than the Contractor.

D8. NOTICES

D8.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

- D10.1 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.
 - (c) Professional Liability or Errors and Omissions Insurance in an amount of not less than \$250,000 per claim and \$500,000 in the aggregate to remain in force for the duration of the Project and for twelve (12) months after completion.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 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.
- D10.4 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.
- D10.5 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

D11. COMMENCEMENT

- D11.1 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.
- D11.2 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 D9;
 - (ii) evidence of the insurance specified in D10;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. ORDERS

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 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

- D13.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods/services delivered;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D13.4 Bids Submissions must be submitted to the address in B7.9.

D14. PAYMENT

- D14.1 The City of Winnipeg will make payment for the Contract in three instalments:
- (a) 25% upon Award of Contract
 - (b) 25% upon successful completion of initial set-up, a minimum of three weeks access to Internet-Based, Online Leadership Development Courses and when the initial set of data reports, 30 days after launch, have been successfully completed and delivered by the Contractor to the City. Approximate Invoice Date: November 1, 2013.
 - (c) 50% upon successful completion of an additional month of access to Internet-Based, Online Leadership Development Courses and when the 60 day data reports have been successfully completed and delivered by the Contractor to the City. Approximate Invoice Date: December 1, 2013.
- D14.2 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D14.3 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D15. WARRANTY

- D15.1 Notwithstanding C12, warranty does not apply to this Contract.