



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 40-2017**

**REQUEST FOR PROPOSAL FOR ONLINE SAFETY DATA SHEET (SDS)  
MANAGEMENT SYSTEM**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Substitutes	2
B7. Proposal Submission	3
B8. Proposal (Section A)	4
B9. Prices	4
B10. FORM N: Mandatory Requirements (Section C)	5
B11. FORM N: Non Mandatory Requirements (Section D)	5
B12. Experience of Proponent and Subcontractors (Section E)	5
B13. Experience of Key Personnel Assigned to the Project (Section F)	6
B14. Project Understanding and Methodology (Section G)	6
B15. Project Schedule (Section H)	6
B16. Value Added Services (Section I)	7
B17. Disclosure	7
B18. Qualification	7
B19. Opening of Proposals and Release of Information	7
B20. Irrevocable Offer	8
B21. Withdrawal of Offers	8
B22. Interviews	8
B23. Negotiations	8
B24. Evaluation of Proposals	9
B25. Award of Contract	10

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	2
D5. Ownership of Information, Confidentiality and Non Disclosure	2
D6. Notices	2

#### Submissions

D7. Authority to Carry on Business	2
D8. Insurance	2

#### Schedule of Work

D9. Commencement	3
D10. Orders	3
D11. Records	3

#### Measurement and Payment

D12. Invoices	4
D13. Payment	4

#### Warranty

D14. Warranty	4
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## **PART E - SPECIFICATIONS**

### **General**

E1. Applicable Specifications	1
E2. Services	1
E3. Value Added Services	3

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR ONLINE SAFETY DATA SHEET (SDS) MANAGEMENT SYSTEM

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, May 16, 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. ENQUIRIES**

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

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

B3.3 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.

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 Proponents 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 Proponent who made the enquiry.

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

### **B4. CONFIDENTIALITY**

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

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

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity 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 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.
- B5.3 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.

## **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 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B24.
- 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.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal in accordance with B8; and
  - (b) Form B: Prices in accordance with B9.
  - (c) Form N: Mandatory Requirements in accordance with B10
- B7.2 The Proposal should also consist of the following components:
- (a) Form N: Non-Mandatory Requirements (Section C) in accordance with B11
  - (b) Experience of Proponent and Subcontractors (Section D) in accordance with B12
  - (c) Experience of Key Personnel Assigned to the Project (Section E), in accordance with B13;
  - (d) Project Understanding and Methodology (Section F) in accordance with B14; and
  - (e) Project Schedule (Section G) in accordance with B15
  - (f) Value Added Services (Section H) in accordance with B16.
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and four (4) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.10 Proposals shall be submitted to:

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

B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL (SECTION A)**

B8.1 The Proponent 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 Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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

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

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 "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

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

- B9.1.1 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;
  - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Where applicable 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).

**B10. FORM N: MANDATORY REQUIREMENTS (SECTION C)**

- B10.1 Proponent shall complete Form N: Proponent Proposal-Requirements, making all required entries, including:
- (a) Mandatory Requirements and
- B10.2 At a minimum, the system must meet the requirements of E2.

**B11. FORM N: NON MANDATORY REQUIREMENTS (SECTION D)**

- B11.1 Proponent should complete Form N: Proponent Proposal-Requirements, making all required entries, including:
- (a) Non-Mandatory Requirements

**B12. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION E)**

- B12.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management of the Project and contract administration services on up to three projects of similar complexity, scope and value.
- B12.2 For each project listed in B12.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) role of the Proponent;
  - (c) project's original contracted cost and final cost;
  - (d) project owner;
  - (e) reference information (two current names with telephone numbers per project).
- B12.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.



B12.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

**B13. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION F)**

B13.1 Describe your approach to overall team formation and coordination of team members.

B13.1.1 Include an organizational chart for the Project.

B13.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines. Include educational background and degrees, professional recognition, job title, years of experience in current position and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B13.1.1.

B13.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

**B14. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION G)**

B14.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B14.2 Methodology should be presented in accordance with the Scope of Services identified in D2.

B14.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B14.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the proposed Project budget;
- (c) the City's Project methodology with respect to the information provided within this RFP; and
- (d) any other issue that conveys your team's understanding of the Project requirements.

B14.5 For each person identified in B13.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

**B15. PROJECT SCHEDULE (SECTION H)**

B15.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B15.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

**B16. VALUE ADDED SERVICES (SECTION I)**

- B16.1 The Proponent may provide a description for any Value Added Services.
- B16.2 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;

**B17. DISCLOSURE**

- B17.1 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.
- B17.2 The Persons are:
- (a) N/A

**B18. QUALIFICATION**

- B18.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B18.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B18.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract.
- B18.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B18.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

**B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B19.1 Proposals will not be opened publicly.

B19.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B19.3 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.

## **B20. IRREVOCABLE OFFER**

B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B20.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

## **B21. WITHDRAWAL OF OFFERS**

B21.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B21.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B21.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B21.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B21.1.3(b), declare the Proposal withdrawn.

B21.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B20.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B22. INTERVIEWS**

B22.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B23. NEGOTIATIONS**

B23.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B23.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents

without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

- B23.3 If, in the course of negotiations pursuant to B23.2 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.

## **B24. EVALUATION OF PROPOSALS**

B24.1 Award of the Contract shall be based on the following evaluation criteria:

- |  |             |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B18:                                 | (pass/fail) |
| (c) Form N: Mandatory Requirements   | (pass/fail) |
| (d) Total Bid Price;   | 40%         |
| (e) Form N: Non Mandatory Requirements; (Section D)  | 25%         |
| (f) Experience of Proponent and Subcontractors; (Section E)  | 5%          |
| (g) Experience of Key Personnel Assigned to the Project; (Section F)   | 5%          |
| (h) Project Understanding and Methodology (Section G)  | 10%         |
| (i) Project Schedule; (Section H)  | 10%         |
| (j) Value Added Services (Section I)   | 5%          |

B24.2 Further to B24.1(a), and B24.1(c) the Award Authority may reject a Proposal as being non-responsive if the Proposal 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.

B24.3 Further to B24.1(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.

B24.4 Further to B24.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B24.4.1 Further to B24.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B24.5 Further to B24.1(e), Form N: Non Mandatory Requirements will be evaluated considering the information requested and submitted in accordance with B11

B24.6 Further to B24.1(f), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested and submitted in accordance with B12.

B24.7 Further to B24.1(g), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity requested and submitted in accordance with B13.

- B24.8 Further to B24.1(h), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization requested and submitted in accordance with B14.
- B24.9 Further to B24.1(i), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project requested and submitted in accordance with B15.
- B24.10 Further to B24.1(j), will be evaluated considering the information requested and submitted in accordance with B16.
- B24.11 Notwithstanding B24.1(e) to B24.1(j), where Proponents fail to provide a response to B7.2(a) to B7.2(f), the score of zero may be assigned to the incomplete part of the response.
- B24.12 This Contract will be awarded as a whole.
- B24.13 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B25. AWARD OF CONTRACT**

- B25.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B25.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B25.2.1 Without limiting the generality of B25.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B25.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer, in accordance with B24.
- B25.4 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.
- B25.5 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.
- B25.6 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](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*.

C0.1 These General Conditions are applicable to the Work of the Contract.

## 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.

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision and support of an online (M)SDS (Material Safety Data Sheet) management system for the purpose of efficiently managing the hazardous materials inventory and the associated (M)SDSs 24-hours a day, 7 days a week (with the exception of mutually agreed upon service windows) for the period from November 1, 2017 until October 31, 2018, with the option of four (4) mutually agreed upon one(1) year extensions.

D2.2 Users will be able to access the System through the Client's Corporate Intranet or through the Internet. The System will be fully scalable, allowing for an unlimited number of users and Site Inventory locations.

D2.3 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.

- (a) Changes resulting from such negotiations shall become effective on November 1, of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.4.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2017.

D2.4 Notwithstanding D2, 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.

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**End-User**" Users of the Online (M)SDS Management System that have read only access.
- (b) "**Proponent**" means any Person or Persons submitting a Proposal for Goods and Services;
- (c) "**(M)SDS**" means (Material) Safety Data Sheet;
- (d) "**General Administrator**" means The City of Winnipeg representative with general authority and global read/write access in the Online (M)SDS Management System ;

- (e) " **Site Administrator** " means City of Winnipeg representative with limited authority and read/write access in the Online (M)SDS Management System .

**D4. CONTRACT ADMINISTRATOR**

- D4.1 The Contract Administrator is:  
David Fritz  
Occupational Hygiene Consultant  
Telephone No.: 204 986-3524  
Email Address: DFritz@winnipeg.ca

**D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D5.1 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.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 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.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

**D6. NOTICES**

- D6.1 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
- D6.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

**SUBMISSIONS**

**D7. AUTHORITY TO CARRY ON BUSINESS**

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

**D8. INSURANCE**

- D8.1 The Contractor 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.

D8.2 Deductibles shall be borne by the Contractor.

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

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

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

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

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

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D7;
  - (ii) evidence of the workers compensation coverage specified in C6.16;
  - (iii) evidence of the insurance specified in D8;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D10. ORDERS**

D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

### **D11. RECORDS**

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

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

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) delivery date(s); and
- (d) description and quantity of goods supplied.

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

## MEASUREMENT AND PAYMENT

### D12. INVOICES

D12.1 Further to 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](mailto:CityWpgAP@winnipeg.ca)

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

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of 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.

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

D12.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

### D13. PAYMENT

D13.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D13.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## WARRANTY

### D14. WARRANTY

D14.1 The Contractor is the sole owner of, or, otherwise has sufficient rights to provide the Client and its Affiliates the use of the Software and/or Services. The Contractor further represents and warrants that the possession and use thereof will not constitute an infringement upon the intellectual property, publicly, privacy or any other right of any third party.

## **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. SERVICES**

- E2.1 The major components of the Work are as follows
- (a) Create and establish a secure and searchable hazardous materials inventory management system based on civic work locations that enables the rapid online retrieval of the appropriate (M)SDS for any product listed in any location inventory.
  - (b) The system must be compatible with Microsoft Office and Adobe, be usable by Windows 7 and Windows 10 as well as IE 11+ or Edge. The system should also be compatible with Chrome and Firefox if possible.
  - (c) All logins to the System will be encrypted using TLS 1.1 or higher.
  - (d) The system must automatically backup client data and allow the client to download any client data resident on the system at any time.
  - (e) The system must be capable of generating and downloading in Microsoft Office and/or Adobe compatible formats:
    - (i) copies of the individual (M)SDSs
    - (ii) detailed reports and information summaries based upon location inventories
    - (iii) archival records of the location (M)SDS inventories
    - (iv) user activity reports
    - (v) inventory statistics
  - (f) All (M)SDSs in the Client's database will be indexed and cross referenced by:.
    - (i) Product Identification – product name, catalogue #
    - (ii) Manufacturer – name, contact particulars
    - (iii) Suppliers – name, contact particulars
    - (iv) (M)SDS –language, issue date, document type, (M)SDS version
  - (g) Users can use multiple search criteria to find, print, and email (M)SDS. The minimum search criteria will include: Location, Product name, Synonyms, Manufacturer name, Product Code and Part Number. Additional search criteria should include CAS Number, Physical State and any custom values defined by the General Administrator.
  - (h) The system will display a scanned image of the manufacturer's original (M)SDS that can be viewed online, printed or emailed.
  - (i) System access will have a minimum of three user levels:
    - (i) General Administrator (global read/write access),
    - (ii) Site Administrator (read/write access limited to selected sites),
    - (iii) End-User (read access):
  - (j) The Contractor will provide access to a large (M)SDS Database where Administrators can use the minimum search criteria to find and select (M)SDSs for direct addition into the City

of Winnipeg's system. The process of selecting and adding (M)SDS should be simple and straight forward.

- (k) The General Administrator will be able to create an unlimited number of Administrator profiles within the System. Each Administrator will need a unique username/password to log in.
- (l) The Online System will support an unlimited number End Users. End-users will use a System-provided, global log in username/password or can use System defined URLs associated with Auto login abilities to bypass this requirement.
- (m) The system will have the ability to generate and print product labels that meet WHMIS 2015 requirements. Information from indexed fields pre-populated into relevant label templates while remaining fields are manually populated by Client.
- (n) The System must be capable of:
  - (i) generating simple and detailed Product Reports and Manufacturer Lists at each Inventory directory tree level, including individual site locations.
  - (ii) exporting reports into Microsoft Office or Adobe document formats (i.e. Word, Excel or PDF).
- (o) The System Administrators will have the option to enter searchable Custom Value Fields that will be attached to each (M)SDS in the database within the online application. The custom fields may include client-provided data fields such as Product Codes or Product Synonyms to assist with product identification.
- (p) System Administrators should be able to associate additional documents with specific inventory records.
- (q) The system will be capable of generating detailed audit-trail event tracking reports about the Contractor's Service and the (M)SDS management work the Contractor performs on the Clients behalf (indexation, revisions, etc.). Include the date and type of activity, as well as the identity of the Client Administrator who initiated the activity
- (r) Contractors services during the duration of the contract will include:
  - (i) Indexing (M)SDS searchable data.
  - (ii) Providing relevant and readily available training for Administrators and End Users on an ongoing basis during the service life of this contract.
  - (iii) SDS obtainment – the Contractor will actively seek and obtain revised (M)SDS for products that are in civic (M)SDS inventory then index and upload the updated (M)SDSs.
  - (iv) In addition to actively seeking updates the Contractor will also proactively contact the manufacturer of any product in the civic inventory where the (M)SDS date is greater than 3 years old in order to obtain the most up-to-date (M)SDS, or to verify and document the (M)SDS on file is still the most current.
  - (v) If the Contractor does not receive an updated (M)SDS from a manufacturer following multiple attempts, the Client's General Administrator will be sent a monthly notice with an Excel report of the outstanding (M)SDSs.
  - (vi) During the obtainment process, manufacturers may confirm that a product has been deactivated (obsolete) and is no longer available. The (M)SDS for this product will remain in the active inventory, but will flagged as being obsolete.
  - (vii) Update all (M)SDSs in the Location Inventories with WHMIS compliant (M)SDSs by November 30, 2018 provided that the information is available from the Product Supplier or Manufacturer.
  - (viii) The Contractor will provide Administrator and End User Support online and Live Help by telephone.
  - (ix) The cost of any system upgrades and enhancements will be included during the duration of the contract.
- (s) Transitional requirements ( if required)

- (i) The online (M)SDS management system must be fully operational on the start date so any data migration from the City's current online (M)SDS management system must be fully completed by the start date. Additional charges for data migration are to be itemized in the proposal.
- (ii) The roll out of a new system must be preceded by effective and sufficient training for Civic System Administrators and End Users to ensure a smooth transition. Additional charges for transitional training and start-up materials are to be itemized in the proposal.
- (iii) All additional requirements necessary to ensure a smooth transition must be communicated to client by the Contractor at least thirty days before the start date.

### **E3. VALUE ADDED SERVICES**

E3.1 Additional services that may be included with the contract, or need to have additional costs itemized in the proposal:

- (i) SDS on Demand Services. Contractor provides 24/7/365 Live support for SDS requests. Provides access to Contractors SDS database which can be faxed or emailed directly to the customer, their employees, emergency responders or other related callers.
- (ii) Chemical Spill Hotline. 24/7/365 Live, immediate toll-free access to Spill Specialists for information and guidance on hazard assessment and proper spill response.
- (iii) Poison Control Hotline. 24/7/365 Live, immediate toll-free access to physicians, toxicologists and Poison Control Specialists.