



City of Coquitlam

## REQUEST FOR PROPOSALS

RFP No. 14-09-03

### **IBM Software Subscription and Support Renewal**

Proposals will be received on or before 2:00 p.m. (local time)

**Wednesday, January 14, 2015**

(Closing date and time)

#### **Obtaining RFP Documents**

RFP Documents are available for downloading from the City of Coquitlam's website:

[www.coquitlam.ca/BidOpportunities](http://www.coquitlam.ca/BidOpportunities)

Printing of RFP documents is the sole responsibility of the Proponents.

#### **ENQUIRIES**

Questions are to be submitted in writing within 5 business days of the Closing date quoting the RFP name and number and sent to email: [bid@coquitlam.ca](mailto:bid@coquitlam.ca)

**Please note the City will be closed for business December 24, 2014 to January 5, 2015 and will be unable to respond during this time.**

#### **ADDENDA**

Proponents are required to check the City's website for any updated information and addenda issued before the closing date at the following website address:

[www.coquitlam.ca/BidOpportunities](http://www.coquitlam.ca/BidOpportunities)

The City reserves the right to accept or reject any or all Proposals and will not be responsible for any costs incurred by the Proponents in preparing a response.

D. Trudeau, Purchasing Manager

Issue Date: Friday, December 19, 2014

## DEFINITIONS

**“Contract”** means the contract for services or City Purchase Order that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

**“City”** means City of Coquitlam.

**“Vendor”** means the person(s), firm(s) or corporation(s) appointed to carry out all duties, obligations, work and services outlined in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Vendor” and “Proponent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and Works.

**“Proponent”** means responder to this Request for Proposals.

**“Proposal”** means the submission by the Proponent.

**“RFP” “Request for Proposals”** shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

**“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

**“Supply” “Provide”** shall mean supply and pay for and provide and pay for.

**“Shall” “Must” “Will” “Mandatory”** means a requirement that must be met.

## 1. INSTRUCTIONS TO PROPONENTS

### Project Description

#### 1.1 Request

The City of Coquitlam (**City**) requests proposals for **IBM Software Subscription and Support Renewal**.

The City currently owns licenses for the following IBM software systems:

- IBM Cognos Business Intelligence
- IBM Cognos Enterprise Planning
- IBM Cognos Datastage (ETL)
- IBM Maximo Asset Management
- IBM Smartcloud Control Desk (formerly Tivoli Service Request Manager)

See the attached proposal submission form for the City's current software license quantities and part numbers. The City's IBM Passport Advantage Site Number is **3221383**.

#### 1.2 Term

The initial term of the contract shall be for one (1) year effective January 1, 2015 to December 31, 2015 with the option to extend for additional terms subject to mutual agreement of price, delivery and service.

#### 1.3 Price

All Prices shall be in Canadian Funds and shall remain **FIRM** for the initial one (1) year term.

#### 1.4 Closing Date and Time

Proposals will be received by the City on or before 2:00 pm (local time):

**Wednesday, January 14, 2015**

#### 1.5 Instructions for Proposal Submission

Proposal submissions are to be uploaded through Qfile, the City's file transfer service accessed at website:

<http://qfile.coquitlam.ca/bid>

1. In the "Subject" field enter: RFP Number and Name
2. Add files in .pdf format and send (ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete)

Proposals submitted shall be deemed to be successfully received when displayed as new email in the in-box of the City email address. The City will not be liable for any delay for any reason including technological delays, or issues by either party's network or email program, and the City will not be liable for any damages associated with Proposals not received.

The City reserves the right to accept Proposals received after the closing date and time but is under no obligation to evaluate.

Proposals will not be opened in public.

Proposals may be withdrawn prior the closing date and time upon request of an authorized representative of the Proponent by sending an email to:  
[bid@coquitlam.ca](mailto:bid@coquitlam.ca)

#### 1.6 Enquiries

Questions are to be submitted in writing within five (5) business days prior to the closing date quoting the RFP number and name sent to email:  
[bid@coquitlam.ca](mailto:bid@coquitlam.ca)

**Please note the City will be closed for business December 24, 2014 to January 5, 2015 and will be unable to respond during this time.**

If a change or additional information is warranted, the City's response will be communicated to all Proponents by means of written Addenda prior to the closing date and time.

The City shall determine, at its sole discretion, whether the query requires response. Such responses will be made available to all Proponents by issue of Addenda posted on the City's website that will be incorporated into and become part of the RFP. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

#### 1.7 Addenda

**Proponents are required to check the City's website for any updated information and addenda issued, before the Closing Date at the following website address: <http://www.coquitlam.ca/BidOpportunities>**

Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City website, and deemed to have considered the information for inclusion in the Proposal submitted.

Should there be any discrepancy in the documentation provided, the City's original file copy shall prevail.

1.8 Proponent Expenses

Proponents are solely responsible for their own expenses in preparing Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to, or arising from this RFP.

The City will not be liable to any Proponent for any claims, whether costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

1.9 Freedom of Information and Protection of Privacy Act

Proponents are advised that submissions are subject to the Freedom of Information and Protection of Privacy Act and proposal contents may be disclosed if required to do so, pursuant to the Act.

1.10 Acceptance of Proposals

The City requests that proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time.

The City of Coquitlam reserves the right to waive formalities in, accept or reject any or all Proposals or accept the Proposal deemed most favourable in the interest of the City.

The City will be under no obligation to proceed further with any submitted proposal and should it decide to abandon same, it may, at any time, invite further proposals for the supply of the described services or enter into any discussions or negotiations with any party for the provision of the services. No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the City.

1.11 No Claim

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, relating to this RFP, including accepting a non-compliant bid, and by submitting a proposal, each Proponent shall be deemed to have agreed that it has no claim.

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City with respect to the RFP documentation or by submission or consideration by the City of any Proposal.

1.12 Non-Solicitation

Proponents and their agents will not contact any member of any of the City Councils with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP, and the City may reject the Proposal of any Proponent that makes any such contact.

1.13 Conflict of Interest

Proponents should disclose any potential conflicts of interest and existing business relationships they may have with the City. The City may reject a Proposal from any Proponent that the City judges would be in a conflict of interest if the Proponent is awarded a Final Contract.

1.14 No Binding Contract

The City may, after reviewing the proposals received, enter into discussions with one or more of the Proponents, without such discussions in any way creating a binding contract between the City and any such Proponent. There will be no binding agreement with the City until a Purchase Order ("PO") has been individually issued by the City directly to the Proponent or until award has been communicated in writing.

## 2. AWARD

### 2.1 Notification of Award

The City will notify the successful Proponent (“Vendor”) in writing of their decision to award the Services or by issuance of a Purchase Order (“PO”). The following terms and conditions will apply to this contract:

### 2.2 Indemnity

The Vendor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against their company and/or the City, by reason of any act or omission of the Vendor, its agents, sub-contractors or employees in the performance of the services.

### 2.3 Licenses and Permits

The Vendor must provide evidence that it holds a current business licence from the City where their office of business is located and any and all other licences and permits required by any applicable government or authority with respect to the provision of the Services. The Vendor should also ensure adherence to the bylaws and policies of the City.

### 2.4 Non-exclusivity

The acceptance of any proposal, and upon award, does not entitle any Vendor to exclusive rights for the provision of the services.

### 2.5 Confidentiality

Information obtained by the Vendor must not be disclosed unless prior written authorization is provided by the City.

The Vendor will not advertise its relationship with the City without prior written consent from the City.

### 2.6 Sub-Letting

The Vendor will not, without the written consent of the City, assign, sublet or transfer any subsequent contract or any part thereof.

### 2.7 Cancellation

The contract may be cancelled by either party for any reason without cause or penalty upon 30 days written notice.

2.8 Dispute Resolution

Upon any resultant award and should there be any disputes, the Vendor agrees to make every effort to meet and work in good faith to achieve informal resolution. The parties shall make bona fide efforts to resolve any disputes by amicable negotiations and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations. Where disputes cannot be resolved between the Vendor and the City, the Vendor agrees to resolve any and all disputes through mediation, and if requested by any of the City, arbitration process in Vancouver, BC.

2.9 Law

The RFP and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.



### **3. EVALUATION**

#### **3.1 Evaluation**

The criteria for evaluation of the Proposals include, but are not limited to the following:

- a) Price
- b) Value Added
- c) Experience and References
- d) Sustainable Benefits

Wherever possible, the City will purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective.

Upon submission of a Proposal, Proponents agree that the City may disclose the names of Proponents that submit Proposals in response to this RFP. However, no totals, scores or prices will be provided to any Proponent. The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in evaluating a Proposal.

The Evaluation Committee, may, at its sole discretion, request interviews with the highest ranked Proponent(s) to present their proposal. Information obtained from interviews will be scored to complete the evaluation.

The City reserves the right to accept or reject any or all proposals or cancel the RFP. The lowest proposal may not necessarily be accepted, rather will be analyzed to determine best overall value to the City.

#### **3.2 Negotiation**

The City reserve the right, prior to contract award, to negotiate changes to the scope of the work or to the contract documents (including pricing) with the Proponent or any one or more Proponents, proposing the “best value” without having the duty to advise any other Proponent or to allow them to vary their proposal as a result of changes to the scope of the work or to the contract documents; and the City may enter into a changed or different contract with the Proponent(s), proposing the “best value”, without liability to Proponents that are not awarded the contract.



City of Coquitlam

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#### Proposal Submission Instructions

Proposal submissions are to be uploaded through Qfile, the City's file transfer service accessed at website: <http://qfile.coquitlam.ca/bid>

1. In the "Subject" field enter: RFP Number and Name
2. Add files in .pdf format and send (ensure your web browser remains open and you receive 2 emails from Qfile to confirm upload is complete)

Proponents are responsible to allow ample time to complete the submission process.

For assistance phone 604-927-3060 or Fax 604-927-3035.

### PROPOSAL SUBMISSION FORM

(Complete and return this section)

Submitted By: \_\_\_\_\_  
(Company name)

**1. Price**

Prices will remain in effect for a one (1) year term effective January 1, 2015 to December 31, 2015:

Item	Description	Quantity	Unit Price (exclude PST/GST)	Extended Price (exclude PST/GST)
1.	IBM Cognos BI Analytics Administrator (E0K30LL)	2	\$	\$
2.	IBM Cognos BI Analytics Explorer (E0K2DLL)	32	\$	\$
3.	IBM Cognos BI Analytics User (E0K32LL)	20	\$	\$
4.	IBM Cognos BI Consumer (E061BLL)	329	\$	\$
5.	IBM Cognos Enterprise Planning Limited Use Contributor Processor Value Unit (E064YLL)	200	\$	\$
6.	IBM Cognos Impromptu Administrator (E063PLL)	2	\$	\$
7.	IBM Cognos Planning Contributor (E064RLL)	80	\$	\$
8.	IBM Cognos Planning Manager Authorized User (E064ULL)	1	\$	\$
9.	IBM Cognos Planning Modeler Authorized User (E064QLL)	10	\$	\$
10.	IBM InfoSphere DataStage Workgroup Edition Processor Value Unit (E0BRZLL)	200	\$	\$
11.	IBM InfoSphere Information Governance Catalog Authorized User (E0DKRLL)	4	\$	\$
12.	IBM InfoSphere DataStage and QualityStage Designer Workgroup Edition Concurrent User (E0BRXLL)	4	\$	\$
13.	IBM Maximo Enterprise Adapter for Oracle Applications Server (E03ZCLL)	1	\$	\$
14.	IBM Maximo Asset Management Authorized User (E0AU2LL)	60	\$	\$
15.	IBM Maximo Asset Management Limited Use Authorized User (E0AU1LL)	104	\$	\$

<b>16.</b>	IBM Maximo Asset Management Express Use Authorized User (EOEEWLL)	144	\$	\$
<b>17.</b>	IBM Maximo Spatial Asset Management Install (EOAVYLL)	2	\$	\$
<b>18.</b>	IBM Maximo Spatial Asset Management Authorized User (EOAVZLL)	12	\$	\$
<b>19.</b>	IBM Smart Cloud Control Desk Authorized User (EOCVILL)	3	\$	\$
<b>20.</b>	IBM Smartcloud Control Desk Concurrent User (EOCVLLL)	5	\$	\$

**2. Value Added**

The City encourages creative solutions/proposal responses. Describe any additional opportunities or added value services that would assist or be of benefit to the City.

**3. Sustainable Practices & Initiatives**

Describe all initiatives, policies or programs that illustrate your firm’s efforts towards sustainable practises and responsibility in providing the services.

**(Social/Ethical, Environmental, Economic/Financial)**

**4. Experience and References**

List clients for which your company currently provides IBM Subscription Support & Renewal services:

<b>Company</b>	
<b>Reference Contact Name</b>	
<b>Telephone / Email</b>	
<b>Description of Services</b>	
<b>Contract Value</b>	
<b>Start and End Date</b>	

<b>Company</b>	
<b>Reference Contact Name</b>	
<b>Telephone / Email</b>	
<b>Description of Services</b>	
<b>Contract Value</b>	
<b>Start and End Date</b>	

<b>Company</b>	
<b>Reference Contact Name</b>	
<b>Telephone / Email</b>	
<b>Description of Services</b>	
<b>Contract Value</b>	
<b>Start and End Date</b>	

**5. Contact for Account Representative**

Provide the name of designated account representative(s).

	Name and Title	Phone and Email
<b>1.</b>		
<b>2.</b>		

**6. Acceptance**

The City requests that proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date.

We confirm that this proposal is open for acceptance by the City for a period of: \_\_\_\_\_ days.

**7. Addenda**

We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information in preparing this Proposal:

Addendum No.	Date Issued	Date Received

**8. Authorization**

We hereby submit our Proposal for the service as specified in accordance with all referenced Terms and Conditions of this RFP for the provision the services described in this RFP:

<b>Company Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>Name and Title of Contact</b> <i>for communication related to this RFP</i> (please print)	
<b>Contact Email:</b>	
<b>Name &amp; Title of Authorized Signatory:</b> (please print)	
<b>Signature of Authorized Person:</b>	
<b>Date:</b>	

The signature is an authorized person of the organization and declares the statements made in their submission are true and accurate.

For the purpose of this RFP, electronic signatures will be accepted.

Failure to complete all the required information may result in the proposal submission being considered incomplete and rejected.

**- End of Proposal Submission Form -**