



REQUEST FOR PROPOSAL

NWRFP-22-08

Cloud Solution Provider For MS Cloud Licensing

Closing Time:

Wednesday, April, 20, 2022
3:00 PM, Local Time, Vancouver BC

Closing Location:

upload to <https://fileshare.newwestcity.ca/filedrop/~sS3M7G>

Further requests for information :

Purchasing: Patrick Shannon, SCMP
Purchasing Manager

Email: nwpurchasing@newwestcity.ca

PROPONENT NAME		
Street Address:		
City Province Postal Code		
Contact Name:		
Telephone number:		Fax:
Email		Date:
Signature: by authorized signatory		

By my signature above, it shall be understood that I have read, understood and accept the requirements outlined in the Request for Proposal; we hereby propose to supply the Services in accordance with the Request for Proposal and as outlined in this Form of Proposal.

CORPORATION OF THE CITY OF NEW WESTMINSTER

PART 1

RFP PROCESS & GENERAL REQUIREMENTS

1.0 GENERAL INFORMATION

- 1.1** The City of New Westminster is seeking an organization that can provide a Cloud Solution Provider (CSP) agreement for Microsoft cloud licensing for a period of five (5) years. Refer to Part 2 – BUSINESS REQUIREMENTS for an in-depth scope of work.
- 1.2** The City of New Westminster is the first city in Western Canada and is located at the centre of Metro Vancouver. Just 20 km from downtown Vancouver, the City has both major transportation routes and railways running through its boundaries.
- 1.3** This is a request for proposals, and not a call for tenders or request for offers and no contractual obligations shall arise between the City and a Proponent upon the Proponent’s submission of a Proposal to the City.
- 1.4** The city, at its discretion, reserves the right to;
- a) select a Proposal that deviates from the requirements of this RFP;
 - b) modify this RFP at any time.
- 1.5** Proponents will be solely responsible for their own expenses incurred in connection with this RFP, including in preparing and submitting a Proposal and in any subsequent negotiations with the City.
- 1.6** This RFP shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 1.7** The City reserves the right to negotiate with the lead Proponent deemed to provide the best overall value and such negotiations may include, but are not limited to:
- a) Changes to the requirements or Scope of Work proposed by the Proponent;
 - b) Price; and
 - c) Specific contract details as deemed reasonable for negotiations by the City.

2.0 COVID-19 GLOBAL PANDEMIC

- 2.1** Due to the COVID 19 global pandemic, the City may be required or decide not to proceed with the Work or to terminate any contract prior to the Work commencing. If this occurs, the City will only pay for actual costs incurred by the Proponent.
- 2.2** In submitting a Proposal, the Proponent acknowledges the presence of the COVID-19 virus in Canada and other jurisdictions. The Proponent also acknowledges the consequences and impacts “Known Impacts” of the COVID-19 Pandemic existing as of the date of this Request for Proposal, and said “Known Impacts” have been accounted for by the Proponent within the schedule and pricing.

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3.0 PROPOSAL INSTRUCTIONS

- 3.1** Proposals should be submitted electronically in one (1) Adobe (PDF) file with Subject “NWRFP-22-08 Submission” in the Subject to <https://fileshare.newwestcity.ca/filedrop/~sS3M7G>
- 3.2** The City will receive Proposals at the location and time indicated on the title page of this Request for Proposal.
- 3.3** It is the Proponent's responsibility to ensure that the City receives its Proposal prior to the closing time indicated on the title page of this Request for Proposal. The City does not accept facsimile or other unsealed Proposals.
- 3.4** Requests for clarification or further information must be made in writing only to the individual identified on the first page of this RFP. The City intends to respond to enquiries that it, in its sole discretion, considers relevant to this RFP. The City intends to respond only to those relevant written enquiries received at least ninety-six (96) hours prior to the closing time. The City will record enquiries and post written responses on its website at <https://www.newwestcity.ca/business-and-economy/doing-business-with-the-city/request-for-bids-and-proposals-open>

4.0 CONTRACT REQUIREMENTS

- 4.1** The City will negotiate a contract for services on an as required basis throughout the five (5) year period this RFP is in effect.

5.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

- 5.1** All documents submitted with your Proposal will become the property of the City, and as such shall be subject to the disclosure provisions of the *BC Freedom of Information and Protection of Privacy Act (FOIPPA)* and *Community Charter*. A Proponent may stipulate in their Proposal that a portion(s) of their Proposal that contains confidential information and is supplied to the City in confidence. However, under FOIPPA, the City may nevertheless be obligated to disclose all or part of a Proposal in response to a request made under the Act, even if the Proponent has stipulated that part of their Proposal is supplied in confidence. The Proponent should review Section 21 and other provisions of FOIPPA in order to gain a better understanding of the City's disclosure responsibilities under the Act.

6.0 INSURANCE, PERMITS AND LICENSES

- 6.1** The successful Proponent will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers licensed in British Columbia in forms acceptable to the City:
- a) Commercial General Liability Insurance protecting the City, for an amount of five million dollars (\$5,000,000) naming the City as additional insured;
- 6.2** The successful Proponent may be required to obtain a City of New Westminster or MetroWest Inter-Municipal Business license prior to commencement of work.

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7.0 **LIVING WAGE EMPLOYER**

- 7.1** Effective January 1, 2011, the City of New Westminster became a “Living Wage Employer”. As such, the City has established a [Living Wage Policy](#) that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The current living wage rate for Metro Vancouver is \$20.52 per hour, assuming the employer provides no benefits.
- 7.2** In order to determine an employee’s hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility.
http://www.livingwageforfamilies.ca/living_wage_calculator
- 7.3** The City includes in all its competitive bid documents a Declaration referencing the City’s expectations with regards to compliance of the Policy (attached as Appendix A). **Completion and submission of the Declaration is required prior to Contract award.**
- 7.4** In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration. Please review the City’s [Living Wage Page](#) for further information.

8.0 **EVALUATION AND SELECTION PROCESS**

- 8.1** The City will evaluate all submitted valid Proposals. The City will not necessarily accept any or all Proposals. The object of the evaluation and selection process is to identify the Proposal that, in the City’s opinion offers the best value for the services requested.
- 8.2** The City will evaluate the requirements and only those deemed by the City to have the right experience/capabilities/methodology etc. will have their price evaluated.
- 8.3** Proposals will be evaluated based on the following criteria:

Evaluation Criteria	Weighting
Executive Summary	5%
Overview of Experience	40%
Customer Care	40%
Value Add	10%
Social and Sustainable	5%
Total	100

- 8.4** The City, at its discretion, may request any or all of the Proponents to present their proposals and/or interview with the Selection Committee. Note that any information provided by Proponents in their proposals or discussed in presentations/interviews may be incorporated into any Contract with the Proponent.
- 8.5** The City advises all Proponents that the process for evaluation/interview and finalizing the lead/winning proponent may take 2 – 3 months.

CORPORATION OF THE CITY OF NEW WESTMINSTER**9.0 NEGOTIATIONS**

- 9.1** The award of a contract may be subject to negotiations with the lead Proponent that is deemed to provide the best value to the City. Such negotiations include, but not limited to, the following:
- a) Changes to the requirements or Scope of Work proposed by the Proponent;
 - b) Price; and
 - c) Specific contract details as deemed reasonable for negotiations by the City.
- 9.2** If a written contract cannot be negotiated within fourteen (14) days of notification with the lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP or negotiate with another supplier.



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PART 2

BUSINESS REQUIREMENTS AND SCOPE OF WORK

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1.0 **BACKGROUND**

- 1.1 Information Technology Services is seeking an organization that can provide a Cloud Solution Provider (CSP) agreement for Microsoft cloud licensing. This CSP agreement will cover licensing resources required as the City moves more services into the Azure cloud (IE, e-gov, DR to Cloud, etc.). CSP agreements are typically month to month, and we would like to partner with an organization for the same duration as the Microsoft Enterprise Agreement (expires December 31st, 2024) with the option to renew.
- 1.2 The City has begun to utilize Microsoft Azure to host critical resources for several key initiatives including the City's multi-year E-Government Services (E-Gov) project. The City also utilizes some Microsoft 365 services, such as Microsoft Teams and SharePoint, and plans to move more services into Microsoft 365 over the next 3 years. As the Azure infrastructure utilization increases, the City requires a partnership with a Cloud Solutions Provider (CSP) that can provide guidance, billing, and support for the licensing of these critical resources.
- 1.3 The City has an existing Enterprise Agreement with Longview Systems that expires on December 31st, 2024, and requires that the CSP organization work closely with this Enterprise Agreement to be able to recommend the best and most cost effective licensing options for the City depending on project and operational needs.

2.0 **BUSINESS REQUIREMENTS & SCOPE OF WORK**

- 2.1 The City is seeking the following but not limited to services under this RFP
- a) Provide assistance and support in moving all existing City Azure resources to the new CSP agreement
 - b) Partner with the City for the remainder of the City's Microsoft Enterprise Agreement (ending December 31st, 2024) with the option to renew after this.
 - c) Provide flexible billing options
 - d) Guidance on best licensing options
 - e) Customer support between the City and Microsoft support

3.0 **SUBMISSION REQUIREMENTS**

- 3.1 Proposals should be concise and directed to the requirements of this RFP. Proposals should be provided double-sided on 8 ½" white paper, in a font colour of black and not less than 11 point. All proposals must include and clearly identify:
- a) **Cover Page:** Front page of this RFP with the required Proponent information filled out and signed.
 - b) **Executive Summary:** (1 page) Please include a brief history of your organization as it relates to Microsoft Licensing services
 - c) **Overview of Experience:** Please provide an overview of where you provided similar services to public sector organizations. Include but do not limit your response to the following:
 1. Who would be assigned to our account?
 2. How long have they been with your organization?

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3. How many years have they been specializing in Microsoft licensing (list any certifications, training, and experience in what types of licensing)?
 4. How many years' experience do they have working with Microsoft Cloud licensing and specifically with CSP agreements?
 5. How many years' experience do they have working with Microsoft Enterprise Agreements?
- d) **Customer Care:** Please provide an outline on your approach for ensuring the most value is obtained from Microsoft licensing for your customers.
1. How would you ensure for a good working relationship with us, and how will you look after our interests as a customer (not Microsoft's).
 2. How do you keep up with existing and emerging licensing changes and trends?
 3. What are the working hours (in Pacific Standard Time) that your licensing team would be available to support the City?
 4. Do you perform account reviews to ensure the City's existing license model is as efficient & cost effective as possible? If so, what frequency?
 5. How will your organization work with the City's existing LSP with regards to the City's Enterprise Agreement and how will your organization recommend options between different Microsoft licensing offerings?
 6. How does your organization's CSP offering deal with support tickets for issues related to Microsoft 365 services and Azure services?
- e) **Value Add:** Please provide a description of the additional services and offerings that form your overall CSP solution offering and how these will benefit or provide value to the City.
- f) **Social and Sustainability:** Explain your social and sustainability policy and process. Explain how your company addresses anti-racism, diversity, inclusion, and equity. Explain how your company promotes sustainability (locally and in your operations), i.e. do you have a carbon footprint reduction plan? How do you manage waste in your facility or on a job-site?
- g) **Living Wage Declaration:** As per Part 1, section 7.
- h) **References:** Complete the attached table of references below

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REFERENCES

Please provide three (3) references for companies whom your organization has completed work of a similar magnitude and nature in the past five (5) years. The City of New Westminster may be used as a reference, if work of a similar nature has been provided to the City.

Reference 1	
Company Name and Address	
Contact Name	
Telephone Number	
Email address	
Brief Description of services provided	

Reference 2	
Company Name and Address	
Contact Name	
Telephone Number	
Email address	
Brief Description of services provided	

Reference 3	
Company Name and Address	
Contact Name	
Telephone Number	
Email address	
Brief Description of services provided	

- 1.1** The City reserves the right to contact the references to confirm the nature and performance of the work provided by the Proponent. The City reserves the right to seek a reference from sources other than those provided by the Proponent.



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APPENDIX A

DECLARATION – LIVING WAGE EMPLOYER

CORPORATION OF THE CITY OF NEW WESTMINSTER



DECLARATION – LIVING WAGE EMPLOYER

I, _____ as a duly authorized signing officer of

Company: _____

Address: _____

_____, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the “Living Wage” as calculated by the Living Wage for Families Campaign.

I understand that this requirement extends only to those employees and sub-contractors’ employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: _____

Authorized Signatory:

Dated:
