



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 153-2006

**PROVISION OF CONSULTING SERVICES FOR UTILITY BILLING SOFTWARE
SELECTION AND PROJECT QUALITY ASSURANCE AND CONTROL**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form M: Credentials - General	3
Form N: Credentials - Projects Details	4

PART B - BIDDING PROCEDURES

B1. Project Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Declaration of No Conflict	1
B6. Addenda	2
B7. Proposal Submission	2
B8. Proposal	3
B9. Qualification	6
B10. Opening of Proposals and Release of Information	7
B11. Irrevocable Offer	7
B12. Withdrawal of Offers	7
B13. Interviews	8
B14. Negotiations	8
B15. Evaluation of Proposals	8
B16. Award of Contract	9

PART C - GENERAL CONDITIONS

C1. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Definitions	1
D3. Scope of Work	1
D4. Background	2
D5. Contract Administrator	3
D6. Contractor's Supervisor	3
D7. Notices	3
D8. Confidentiality and Ownership of Information	4
D9. Protection Of Personal Information	4
D10. Indemnity	4

Submissions

D11. Authority to Carry on Business	5
D12. Insurance	5

Schedule of Work

D13. Commencement	6
D14. Non-resident Withholding Tax	6

PART E - SPECIFICATIONS

General

E1. General	1
E2. Services	1
E3. Phase 1A - Project Overview and Charter:	1
E4. Phase 1B – RFP Creation and Selection Services:	2

E5. Phase 2 – Quality Assurance and Control Services:	2
E6. Compensation	3

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

- B1.1 PROVISION OF CONSULTING SERVICES FOR UTILITY BILLING SOFTWARE SELECTION AND PROJECT QUALITY ASSURANCE AND CONTROL

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 29, 2006.
- B2.2 Proposal Submissions 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 D5.1.
- 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B3.3 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.
- B3.4 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.
- B3.5 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. DECLARATION OF NO CONFLICT

- B5.1 The Consultant hereby declares that this agreement is entered into in good faith on the part of the Consultant, that no member of City Council, administrative or financial officer, director, or any other member of the City has any pecuniary interest, direct or indirect, in this Agreement or any other Agreement or part of an Agreement, contract or commission made pursuant to this agreement or to any benefit to arise therefrom, and agrees that it shall forfeit all claims for payment or otherwise under this agreement if it shall appear that any member of City Council, administrative or financial officer, director or any other officer of the City is at any time interested

therein or if any interest therein is given or agreed to be given to it and as well shall refund to the City any monies paid to the Consultant by the City under this agreement.

B5.2 The Consultant declares that it has not participated in any collusive scheme or combine in connection with the Proposal or this agreement and agrees that it shall forfeit all claims for payment or otherwise under this agreement if it should ever be established that this declaration is false and as well shall refund to the City any monies paid to the Consultant by the City under this agreement.

B5.3 The Consultant declares that it has no, affiliation, certification, or partnership with any potential Utility Billing software provider, distributor or reseller or Utility Billing software implementer or integrator and agrees that it shall forfeit all claims for payment or otherwise under this agreement if it should ever be established that this declaration is false and as well shall refund to the City any monies paid to the Consultant by the City under this agreement.

B6. ADDENDA

B6.1 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.

B6.2 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.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Proposal.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

B7.1 Bidders are invited to submit Proposals outlining their qualifications, experience and suitability for the project, including their ability to meet the project goals. Bidders are required to submit their Proposals following the format and order described in this section.

B7.2 The Proposal Submission consists of the following components:

- (a) Form A: Proposal;
- (b) Form M: Credentials – General
- (c) Form N: Credentials - Projects Details
- (d) Executive summary;
- (e) Introductory section;
- (f) Proposed methodology and approach to the project;
- (g) Proposed project team;
- (h) History and References of the Bidder; and
- (i) Detailed pricing breakdown;

- B7.3 All components of the Proposal Submission 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 in ink, to constitute a responsive Proposal.
- B7.4 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.
- B7.4.1 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.
- B7.5 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.6 Proposal Submissions shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. PROPOSAL

Form A: Proposal

- B8.1 Further to B7.2 (a), 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 own name, his 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 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 10 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 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 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 shall be printed below such signatures.

B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

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 Submission and the Contract, when awarded, shall be both joint and several.

Form M: Credentials - General

B8.6 Further to B7.2 (b), the Bidder shall complete Form M: CREDENTIALS - GENERAL, making all required entries. The Bidder must fill out and include in Proposal Form M "Credentials – General" to demonstrate previous relevant experience with RFP selection processes in successful utility billing system projects of a similar size, scope, and complexity (note that for purposes of this evaluation "utility" means water utility offering the following services: water, wastewater, land drainage). The Bidder must also provide resumes of personnel providing services. For each staff and/or subcontractor proposed to perform the Services, the Bidder shall provide:

- (i) resumes which should detail the individual's education, relevant credentials, other evidence of specialized skills or knowledge, experience, and work history (with dates) with specific focus on type of projects undertaken so as to demonstrate experience with water and sewer billing systems;
- (ii) any professional certification in the relevant skills;
- (iii) relevant references (contact name, title and telephone number).

Form N: Credentials – Projects Details

B8.7 Further to B7.2 (c), the Bidder shall complete Form N: CREDENTIALS - PROJECTS DETAILS making all required entries. The Bidder must fill out and include in Proposal Form N "Credentials - Projects Details" providing a maximum of 20 utility billing projects, to demonstrate previous relevant experience with RFP selection processes in successful utility billing system projects of a similar size, scope, and complexity in sufficient detail to demonstrate qualification to undertake this Work, including a description of the project and of the Bidder's involvement. Bidders must demonstrate a breadth of experience, not just experience with one vendor's products.

B8.7.1 Example of information requested:

- (a) Under Scope/Complexity, the Bidder should list components such as: meter reading; bill production; receivables; collections; field service management; payment processing; call center management; other; and also provide number and type of external interfaces to system.
- (b) Under Type of Services the Bidder should list services such as: water; wastewater; and land drainage.
- (c) Under Bidders role :
 - (i) Implementation
 - (ii) RFP creation and selection
 - (iii) Quality Assurance / Quality Control (QA / QC)
- (d) Under Successful Project:

- (i) On Time
 - (ii) On Budget
 - (iii) Project Duration and end date
 - (iv) Project Budget
 - (v) Still Operating Today Y/N
- (e) Under User Involvement:
- (i) User project team size for IT staff and Business staff
 - (ii) External project staff, number of staff and roles played

Executive Summary

- B8.8 Further to B7.2 (d), the Proposal shall contain an Executive Summary which will provide a brief description of the Bidder's understanding of the scope and objectives of the Work together with an overview of the Proposal highlighting the manner in which the scope of the Project and the needs of The City of Winnipeg will be met.

Introductory Section

- B8.9 Further to B7.2 (e), the Proposal shall contain an Introductory Section that summarizes the Bidder's understanding of The City of Winnipeg's expectations including:

- (i) Understanding of project context;
- (ii) Appreciation of the project scope;
- (iii) Understanding of the project deliverables;
- (iv) Understanding of the nature of the project; and
- (v) Key assumptions.

Proposed Methodology and Approach to the Project

- B8.10 Further to B7.2 (f), the Proposal shall contain a description of proposed methodology and approach to the project including:

- (i) A clear description of how the Bidder intends to complete the Work for each of the phases of the project (see Part E).
- (ii) A detailed Project Plan that reflects the proposed approach to the Work. All major start dates, end dates, review and approval points and major milestone dates should be shown. The plan should identify interim and final deliverables and their respective delivery dates, along with the Bidder's resources that will be applied to the Work.
- (iii) A detailed description of any relevant tools, benchmarking data, and database information.
- (iv) Identification of all facts and assumptions made by the Bidder in developing the Proposal and the relevance that these facts and assumptions have had on the proposed methodology, fees for service, and team composition (e.g., data availability, level of involvement of City staff, etc.).
- (v) A detailed description of any information, resources, or services required to be provided by The City of Winnipeg.
- (vi) Proposals shall make it clear what work is in scope in the Proposal and what work is out of scope or considered to be work only the City staff can do. In the face of ambiguities in the Proposal, then the City will use the interpretation of the ambiguity that results in the largest cost estimate.

Proposed Project Team

- B8.11 Further to B7.2 (g), the Proposal shall contain a description of Bidder's proposed Project Team including:
- (i) Identification of the Bidder's team outlining the expertise of the prime and any subcontracting firms;
 - (ii) An explanation of how the team will work together in meeting the needs of the Project;
 - (iii) Identification of the overall Project Team leader responsible for coordinating all efforts;
 - (iv) A team organization chart indicating proposed interactions between team members, The City of Winnipeg Project Manager, and the Advisory Committee that will be established to provide input into the Project;
 - (v) The roles and time commitment of various team members at various stages of the Project;
 - (vi) The unique strengths of the team.

History and References of the Bidder

- B8.12 Further to B7.2 (h), the Proposal shall contain a history of the Bidder describing its history, organization, and principal business focus.
- B8.13 The Bidder must provide references of similar size, scope, and complexity to City of Winnipeg Billing System, complete with a list of contact persons (name and title), telephone numbers and fax numbers. The City reserves the right to contact individuals not included in the references to discuss Bidder's past or current work.

Detailed Pricing Breakdown

- B8.14 Further to B7.2 (i), the Proposal shall contain a detailed pricing breakdown including:
- (i) A total project cost;
 - (ii) A breakdown of costs (with proposed time allotments) relative to each of the 2 phases of the Project;
 - (iii) Per diem or hourly rates and the number of hours for each member of the proposed Consulting team, including fees for any subcontractors needed to assist with the assignment;
 - (iv) Disbursements (including printing/photocopying, fax charges, long distance charges, incidentals, couriers, etc.);
 - (v) Travel and related expenses (accommodations, meals, incidentals, mileage, parking, etc.);
 - (vi) any applicable taxes (Government of Canada Goods and Services Tax (GST) and the Province of Manitoba Retail Sales Tax (RST) should be identified separately.

B9. QUALIFICATION

- B9.1 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;
 - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
 - (c) be financially capable of carrying out the terms of the Contract;

- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B9.2 The Bidder shall be prepared to 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.

B9.3 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.

B10. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B10.1 Proposal Submissions will not be opened publicly.

B10.2 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 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 Submission 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.

B11. IRREVOCABLE OFFER

B11.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Proposal.

B11.2 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 until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 9 of Form A: Proposal.

B12. WITHDRAWAL OF OFFERS

B12.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding GC.7.06(2), 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.

B12.1.2 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 10 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
- (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 10 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Proposal withdrawn.

B12.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B11.2 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, including the right to retain the Bidder's bid security.

B13. INTERVIEWS

B13.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B14. NEGOTIATIONS

B14.1 The City reserves the right to negotiate details of the Contract with Bidders.

B14.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.

B14.3 If, in the course of negotiations pursuant to B14.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

B15. EVALUATION OF PROPOSALS

B15.1 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: (pass/fail)
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9: (pass/fail)
- (c) general credentials - experience of the Bidder, specific project personnel and proposed subcontractors (if any) (10%),
- (d) detailed project experience and history of the Bidder, (40%)
- (e) project methodology, team, work plan, and tools, etc., (30%)
- (f) Total Bid price. (20%);

B15.2 Further to B15.1(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 if the interests of the City so require.

- B15.3 Further to B15.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified.
- B15.4 Further to B15.1(c), general credentials - experience of the Bidder and specific project personnel and proposed subcontractors (if any) will be evaluated based on the information provided in Form M and provided resumes based on:
- (a) the number of years the company has been in business – minimum 5 years,
 - (b) the number of years the company has been offering utility billing RFP selection services,
 - (c) the number of years the company has been offering utility billing project QA/QC services,
 - (d) total number and percentage of successful utility billing projects (successful project is defined as on time, on budget, and in use, of size and complexity similar to City of Winnipeg Billing system),
 - (e) Bidder's personnel or subcontractors and their specific years of experience and type of experience.
- B15.5 Further to B15.1(d), detailed project experience of the Bidder will be evaluated based on each project's applicability by reviewing: number and type of projects; the size and scope of the system (number of customers billed, types of services provided - water, wastewater, land drainage); the Bidder's role; the breadth of specific product experience; and the success rate of those projects. (note that for purposes of this evaluation "utility" means water utility offering the following services: water, wastewater, land drainage).
- B15.6 Further to B15.1(e), project methodology, project team, work plan, and relevant tools will be evaluated based on, but not limited to, relevance, applicability to the City, impact to City staff, timelines, etc.
- B15.7 Further to B15.1(f), Total Bid Price will be evaluated considering all costs to the City.
- (a) Proposals will be evaluated on the basis of ALL costs associated with the environment proposed, even though the costs may not be reflected in the Proposal.
- B15.8 This Contract will be awarded as a whole.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.
- B16.2 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.
- B16.2.1 Without limiting the generality of B16.2, 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.

B16.3 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.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".
- D1.1 In addition to the *General Conditions*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. DEFINITIONS

- D2.1 When used in this Request for Proposal:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Proposals.
 - (c) "**Utility**" means water utility offering the following services: water, wastewater, land drainage.

D3. SCOPE OF WORK

- D3.1 The purpose of this RFP is to invite Proposals from qualified, independent Bidders for Utility Billing System consulting services. These services are intended to provide planning, RFP creation / selection and contracting advice, along with independent project review services to the City of Winnipeg as it proceeds with a Water/Sewer Utility Billing System implementation. More detailed descriptions of these phases are laid out in subsequent sections of this RFP. In general, however, consulting services will be directed in support of developing the following.
- D3.2 The major components of the Work are as follows:
- (a) Phase 1a - Project Overview;
 - (i) Development of a Project Charter including project scope;
 - (ii) Project resource analysis - financial and staffing;
 - (b) Phase 1b - RFP creation and selection services;
 - (i) Development of an RFP including detailed functional requirements and priorities;

- (ii) Assist in the utility billing vendor procurement process, software selection, and contract negotiation support;
- (c) Phase 2 - Project Implementation Quality Assurance and Quality Control – review project and make recommendations on a regular basis over the system implementation period providing comments and direction to ensure business processes are appropriate and project stays on track.

D4. BACKGROUND

- D4.1 The City of Winnipeg is the largest city in the province of Manitoba and is also the province's capital. Winnipeg is at the geographical centre of North America. Winnipeg has a population of roughly 650,000 and annual revenues in excess of \$1 billion. With all the amenities of a large, cosmopolitan city, and a low cost of living, its residents enjoy an enviable quality of life.
- D4.2 For more information on the City of Winnipeg, its Corporate Organization Structure (Political and Administrative), and descriptions of the City's Departments please refer to the City of Winnipeg Internet Home page at:

<http://www.winnipeg.ca/interhom/>
- D4.3 The Water and Waste Department has 185,000 customers of which 10,000 are commercial or industrial class and 175,000 are residential class. The department provides a customer call center for customer support and bills for water, wastewater and miscellaneous services using a block stepped rate by customer class with traditional late payment charges and turn off processing for non-payment. The department will be moving to a more flexible rate structures that include more classes, winter cost averaging, and life keeper rates. The billing services provided will be expanded to include local improvement and land drainage billing using frontage or lot size measurements.
- D4.4 The department's customers are located in a winter climate. All meters are indoors to prevent freezing. Regular company reading of meters is not possible because of the meter locations and the department relies heavily on customer input for up-to date meter reads. As a consequence the departments system must operate with a large number of estimated reads and the volume of adjustment processing is high to compensate for erroneous readings. The department's existing system provides sophisticated adjustment processing capabilities to support this environment.
- D4.5 The department's systems support multiple meter reading, cash input, and GL interfaces which include; commercial handheld meter reading devices, custom interfaces that support IVR and self read customer read inputs, commercial payment processing equipment, multiple external payment agency input sources, and "add to tax" capabilities. The department will be moving to interfaces with both the department's GIS and work management systems.
- D4.6 The Water & Waste Department is embarking on a broad and ambitious CIS (Customer Information System or Utility Billing) system. The project is at its earliest stages. Notwithstanding this early point, widespread understanding, commitment and momentum are evident. A capital budget is in place, a Steering Committee has been established, a full time Project Manager has been assigned, preliminary visioning and scoping consultations have commenced and planning for project staffing has commenced.
- D4.7 Another important and related initiative is the Computerized Work Management System (CWMS) project which has been undertaken by the Water & Waste Department. This system uses the Synergen product to provide improved business processes and workflow management.

D4.8 The Department intends to pursue this initiative expeditiously and properly. It has waited until the public sector CIS marketplace has matured, and intends to benefit from the experiences of other organizations that have moved forward before. The City of Winnipeg believes that proper positioning, defining, preparation, and planning are key implementation success factors. The City of Winnipeg also knows that determining the appropriate solution approach including selection of the software product and project implementation partner pose significant and complex considerations.

D4.9 For this effort, a Steering Committee has been created and some full time staff have been assigned. A project site will be established shortly and additional full-time City staff with the appropriate business and technical knowledge are expected to be assigned to the project early in this engagement.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Derek Osborne
Utility Information Systems Coordinator
City of Winnipeg, Water & Waste Department

4th Floor, 510 Main
Winnipeg, Manitoba
Canada R3B 1B9

Telephone No. (204) 986-7603

D5.2 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.

D6. CONTRACTOR'S SUPERVISOR

D6.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D7. NOTICES

D7.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D7.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D7.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.4, D7.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D5.1.

D7.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

- D7.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D8. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D8.1 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.
- D8.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D8.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D9. PROTECTION OF PERSONAL INFORMATION

- D9.1 The City of Winnipeg is subject to The Freedom of Information and Protection of Privacy Act. Accordingly; all information provided by The City to the Offerer or Contractor shall be handled in a manner consistent with the provisions of The Freedom of Information and Protection of Privacy Act and any other privacy legislation.

D10. INDEMNITY

- D10.1 Notwithstanding GC 7.04, the Contractor should save harmless and indemnify the City and all of its employees for an amount equal to all monies paid pursuant to the Contract regardless of to whom they were paid, plus the sum of two million dollars (\$2,000,000.00), unless specifically stated otherwise in the Contract documents, against costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, its Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;

- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) failure to pay a workers compensation assessment, or federal or provincial taxes;
 - (e) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work; and
 - (f) inaccuracies in any information provided by the Contractor to the City.
- D10.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.
- D10.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- D10.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.
- D10.5 If the Proposal is silent as to indemnification, the Contractor shall be deemed to have agreed to indemnify the City as provided above.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

- D11.1 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.

D12. INSURANCE

- D12.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, to remain in place at all times during the performance of the Work.
- D12.2 Deductibles shall be borne by the Contractor.
- D12.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of the policy 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 GC.3.01 for the return of the executed Contract.
- D12.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the insurance specified in D12; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14. NON-RESIDENT WITHHOLDING TAX

- D14.1 Non-resident firms are subject to a Non-Resident Withholding Tax of 15% of fees.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

- E1.1 These Specifications shall apply to the Work.
- E1.2 The successful Bidder will NOT be allowed to bid on any Request for Proposal which will result from the work described herein.
- E1.3 Any resources provided by the successful Bidder shall remain on project throughout the project timelines or be replaced by resources agreeable to City of Winnipeg - Water & Waste Department.

E2. SERVICES

- E2.1 The Contractor shall provide Utility Billing Software Consultation Services in accordance with the requirements hereinafter specified (note that "utility" means water utility offering the following services: water, wastewater, land drainage).
- E2.2 The project is envisioned to produce an RFP for release summer of 2006 and after vendor selection we envision an implementation effort and go-live date of 2nd quarter 2008.
- E2.3 The Services to be done under the Contract are intended to be organized and scheduled in 2 separate sections: 1) Project Charter, RFP creation and selection services; 2) ongoing QA/QC services during vendor implementation effort.
- E2.4 The consulting services are intended to provide planning, RFP creation / selection and contracting advice, along with independent project review services to the City of Winnipeg as it proceeds with a Water Billing System implementation. In general, consulting services will be directed in support of developing the following.
- (a) Project Overview - development of a Project Charter including project scope, project resource analysis (financial and staffing);
 - (b) RFP creation and selection services - development of an RFP including detailed functional requirements and priorities, assist in the utility billing vendor procurement process, software selection, and contract negotiation support;
 - (c) Project Implementation Quality Assurance – review project on a regular basis over the system implementation period providing comments and direction to ensure business processes are appropriate and project stays on track.

E3. PHASE 1A - PROJECT OVERVIEW AND CHARTER:

- E3.1 Assisting the City of Winnipeg in the development of a Project Charter including vision/strategy, goals, objectives, and risks through a variety of planning sessions and workshops. The services related to the creation of the Project Charter should include:
- (a) Assisting the City of Winnipeg with the development of a Project Charter,
 - (b) High level cost review and benefits definition;
 - (c) Designing, directing and participating in selected activities which engage stakeholder groups in the project charter development;
 - (d) Advising the project Core Team members in finalizing the CIS project plan;

- (e) Identifying and articulating potential costs, benefits, opportunities, risks, challenges, and issues;
- (f) Providing active leadership and facilitation skills.

E4. PHASE 1B – RFP CREATION AND SELECTION SERVICES:

E4.1 Assisting the City of Winnipeg in the development of a comprehensive RFP for new utility billing system software as defined in the Project Charter, including:

- (a) Assisting the project Core Team with the creation of an RFP for software;
- (b) Advising the project Core Team members in finalizing the RFP;
- (c) Designing, directing and participating in selected activities which engage stakeholder groups in the RFP development;
- (d) Assisting the City with business process visioning and functional requirement definition as well as demonstration script development;
- (e) Assisting the City with the evaluation of the RFP responses, final selection, and contract creation process;
- (f) Providing the City access to analytical tools and data base information specific to the CIS market to assist in the software selection process;
- (g) Determining and defining department's requirements for new billing system;
- (h) Developing RFP including solution checklist and pricing templates;
- (i) Developing an approach to vendor evaluation, define vendor selection criteria, prepare evaluation scripts, and evaluation score sheet;
- (j) Assisting in vendor evaluation during RFP selection process;
- (k) Solution confirmation following vendor selection;
- (l) Reviewing vendor's installation plan.

E5. PHASE 2 – QUALITY ASSURANCE AND CONTROL SERVICES:

E5.1 Over the length of the implementation project following vendor selection, provide third party oversight. Typically this would involve a monthly QA report to Project Steering Committee based on results of activities such as project review of timelines, deliverables, and risks as well as detailed review of business process reengineering to ensure business processes will operate effectively in new environment. The review will provide recommendations which will ensure a successful project. Regular formal reports will be provided reviewing and making recommendations regarding:

- (a) project scope,
- (b) project cost,
- (c) project timeframe,
- (d) project risk,
- (e) quality of delivered products,
- (f) applicability of business processes to Water & Waste business lines,
- (g) review customer and vendor expectations,
- (h) testing processes,
- (i) change control processes.

E5.2 A review and recommendations of project administration including: status reporting, formal change control process, the project office, project documentation, issue management, time and expense reporting, availability of development tools, personnel issues, work program agreement with the contract and statement of work, and project expenditures.

E5.3 Following project go-live, provide a Project Closure report assessing project successes and issues, and reviewing whether Project Charter goals and objectives were met.

E6. COMPENSATION

E6.1 As compensation for all Services to be performed by the Contractor under this agreement, the City shall pay the Contractor progress payments based on a billing schedule as established in the Letter of Intent which sum is inclusive of all taxes, disbursements, and expenses of the Contractor whatsoever.

E6.2 The Contractor shall submit monthly invoices with supporting documentation including consulting rates, time sheets, and expenses (in a form and content satisfactory to the Contract Administrator) incurred to date to the Contract Administrator for approval. The City shall pay same within thirty (30) Calendar days after approval thereof.