



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 722-2010

**CONSULTING SERVICES FOR THE PREPARATION OF A BUSINESS PLAN FOR
THE IMPLEMENTATION OF AN ADVANCED WATER METERING SOLUTION AT
THE CITY OF WINNIPEG WATER AND WASTE DEPARTMENT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CONSULTING SERVICES FOR THE PREPARATION OF A BUSINESS PLAN FOR THE IMPLEMENTATION OF AN ADVANCED WATER METERING SOLUTION AT THE CITY OF WINNIPEG WATER AND WASTE DEPARTMENT

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 9, 2010.
- 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. BACKGROUND INFORMATION

- B3.1 The City of Winnipeg is soliciting Proposals from qualified Bidders to prepare a business plan to address the implementation of an advanced water metering solution for the Water and Waste Department of the City of Winnipeg.
- B3.2 The Water and Waste Department, of the City of Winnipeg, provides water and wastewater services to approximately 194,000 locations in its service area. Greater than 99% of water meters are direct read (non-encoder, non-pulsar) and installed in indoor locations due to climate. Industrial, commercial and institutional (ICI) meters are read by meter readers quarterly. Residential customers provide quarterly phone in readings and the utility attempts a company read annually for all residential meters.
- B3.2.1 Utility Information:
- (a) 297 km² of service area (Topography of Winnipeg is typical Canadian prairie with minimal relief);
 - (b) 2,450km of water service mains;
 - (c) 194,000 water meters in total;
 - (d) 10,250 ICI meters ranging in size from 5/8 inch to 10 inch sizes;
 - (e) 312 ICI meters (included in d) are 3" to 10" in size.
 - (f) 21,600 residential multiple family meters;
 - (g) 162,150 single family residential meters;
 - (h) There are four primary meter manufactures in service;
- B3.2.2 Aging water meters are an issue for the utility and it is estimated that 58% of residential meters are eligible for service at this time.
- B3.3 Advanced metering solutions provide at minimum water meter consumption data and related meter information with a high level of accuracy. Advanced metering eliminates the requirement for: utility staff to enter homes to obtain meter readings, estimated meter readings for billing and provides the customer with accurate bills and consumption history.
- B3.4 The scope of an advanced metering solution will at minimum provide the utility with a monthly meter reading, tamper and leak detection (at the meter). These minimums could be met with a mobile AMR system. Further consideration and analysis will be given to Advanced Metering Infrastructure (AMI) to include: Two way communication with the meter interface unit, multiple daily meter readings, customer web access to consumption data, limited deployment of remote disconnect, compatibility with distribution system leak monitoring, distribution system pressure monitoring and other developing AMI / Smart metering initiatives.

- B3.5 Potential benefits of an advanced metering solution include:
- (a) improve safety for staff by reducing exposure to risks;
 - (b) improve customer service by reducing estimated and adjusted bills;
 - (c) reduce billing costs by reducing adjusted bills;
 - (d) improve customer service by providing actual historical consumptions and year to date comparisons;
 - (e) improve meter tamper and water theft detection;
 - (f) identify reverse flow at the meter;
 - (g) improve non-revenue water calculations;
 - (h) improve financial forecasting.
- B3.5.1 Additional benefits of an AMI solution would include:
- (a) detailed consumption analysis by customer class;
 - (b) provide detailed consumption/flow data for future water and sewer projects such as lift stations, main renewals, treatment plants etc (Projects impacted by flow considerations);
 - (c) the data to allow for complex rate structures such as Time of Use (TOU) rates;
 - (d) option to invest in additional AMI functionality such as distribution leak detection devices and remote disconnect valves.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B7 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 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.
- B5.2 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.

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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Bidder is responsible for ensuring that he 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.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B20.1.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B21.1(a).

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Understanding of the Project;
 - (d) Proposed Methodology and Approach;
 - (e) Proposed Project Team;
 - (f) Relevant Work Experience.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.3.1 Bidders should submit one (1) unbound original (marked “original”) and five (5) additional copies plus (1) copy in a Microsoft Office compatible electronic format on a standard CD. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B21.1(a).
- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 Samples or other components of the Proposal 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.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:

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

B9. PROPOSAL

- B9.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B9.2 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.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.
- B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 Prices shall include the following:
- (a) Fee for consulting services for each phase of the Project;
 - (b) Fees for any sub-contractors needed to assist with the assignment;
 - (c) Disbursements (including printing/photocopying, fax charges, long distance charges, incidentals, couriers, etc.);

(d) Travel and related expenses (accommodations, meals, incidentals, mileage, parking, etc.).

B10.3 The Bidder should note that the combined Fee for Service for all phases, disbursements and travel expenses should not exceed \$200,000 (in Canadian dollars), including all taxes.

B10.4 The proposed fee shall be the total cost for completion of the Work as submitted by the Bidder (including the requirements in B10.2).

B10.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

B11.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B12. UNDERSTANDING OF THE PROJECT

B12.1 The Bidder shall include the following:

- (a) Introduction: indicate understanding of the City of Winnipeg – Water and Waste system operations and the objectives of the Advanced Metering business plan;
- (b) Technical Approach: detail technical approach to the project, including tasks to be performed, task objectives and deliverables;
- (c) References: include at least (3) references, preferably from the public water utility sector, where the proposed resources have participated in the recent and/or current project of similar magnitude. Each reference should include:
 - (i) name and scope of project;
 - (ii) name of client organization, contact name, email address, address and telephone number;
 - (iii) duration of project;
 - (iv) a brief description of the project including whether or not the project was completed within/under/over budget and with the time period assigned;

- (v) the result of the project, indicate whether the client proceeded with an advanced metering implementation as recommended by the project/business plan. If implemented comment if project was completed within/under/over budget and with the time period assigned.

B13. PROPOSED METHODOLOGY AND APPROACH

B13.1 Bidders shall submit a description of the Bidder's proposed methodology and approach to the project including:

- (a) a clear description of how the Bidder intends to complete the Work for each of the following phases of the project (see E2):
 - (i) Phase 1: Assessment: Challenges and Opportunities;
 - (ii) Phase 2: Scoping: Solution Options;
 - (iii) Phase 3: Proposal: Implementation Strategy;
 - (iv) Phase 4: Final Document Presentation;
- (b) 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, in consideration of critical stages identified in E2.2 and E3, along with the Bidder's resources that will be applied to the Work;
- (c) a timeline demonstrating the sequence of events from the point of contract award through final acceptance which include Gantt charts (or similar depiction)
 - (i) Timeline should show hours or days of time allocated to each team member
- (d) 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.);
- (e) a detailed description of any information, resources, or services required to be provided by The City of Winnipeg, including the required timeframe and delivery date as applicable.

B14. PROPOSED PROJECT TEAM

B14.1 Bidders should submit a description of the Bidder's proposed Project Team including:

- (a) identification of the Bidder's team outlining the expertise of the prime and any sub-contracting firms;
- (b) an explanation of how the team will work together in meeting the needs of the Project;
- (c) identification of the overall Project Team leader responsible for coordinating all efforts;
- (d) a team organization chart indicating proposed interactions between team members, The City of Winnipeg Project Manager, and the Advisory Committee that has been established to provide input into the Project;
- (e) the roles and time commitment of various team members at various stages of the Project;
- (f) the unique strengths of the team.
- (g) Credentials for each person assigned to the project, the Bidder shall provide:
 - (i) a brief resume identifying their qualifications, experience, number of years with the Bidder's company and specific roles played on referenced projects;
- (h) confirmation of availability during the required timeframe.

B15. RELEVANT WORK EXPERIENCE

B15.1 Bidders shall submit information to demonstrate their qualification in the following:

- (a) successful completion of, at minimum, (2) AMR / AMI business plans for a Water Utility with greater than 150,000 service points (billing water meters);
- (b) successful completion of two (2) AMR / AMI implementations for a Water Utility with greater than 150,000 service points (billing water meters).
 - (i) provide reference to successful AMR / AMI implementation.
- (c) best practices in project management.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B16.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 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 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 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.
- B18.1.1 Notwithstanding C22.5, 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.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B17.2 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.

B19. INTERVIEWS

- B19.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.
- B19.2 The Contract Administrator may, at his/her sole discretion, request Bidders to make an oral and visual presentation of their Proposal.

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|--------------|
| (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation there from: | |
| (i) mandatory requirements | (pass/fail); |
| (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11: | |
| (i) mandatory qualifications | (pass/fail); |
| (c) Total Bid Price | 30% |
| (d) Understanding of the Project | 20% |
| (e) Proposed Methodology and Approach | 30% |
| (f) Proposed Project Team | 10% |
| (g) Relevant Work Experience | 10% |
| (h) Economic analysis of any approved alternative pursuant to B7 | |
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B21.4 Further to B21.1 (c) the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

- B21.5 Further to B21.1(d), the Understanding of the Project will be evaluated considering the information submitted in response to B8.1 and B12.
- B21.6 Further to B21.1(e), the Proposed Methodology and Approach will be evaluated considering the information submitted in response to B8.1 and B13.
- B21.7 Further to B21.1(f), the Proposed Project Team will be evaluated considering the information submitted in response to B8.1 and B14.
- B21.8 Further to B21.1(g), Relevant Work Experience will be evaluated considering the information submitted in response to B8.1 and B15.
- B21.9 This contract will be awarded as a whole.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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.
- B22.2.1 Without limiting the generality of B22.2, 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.
- B22.3 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.
- B22.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010 06 18) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are attached as Appendix A.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, 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 consulting services for the preparation of a business plan to address the implementation of advanced water metering for the Water and Waste Department at the City of Winnipeg with options regarding the approach, the scope, and associated costs to undertake the initiative.

D2.2 The major components of the Work are as follows (see E2):

- (a) Phase 1: Assessment: Challenges and Opportunities;
- (b) Phase 2: Scoping: Solution Options;
- (c) Phase 3: Proposal: Implementation Strategy;
- (d) Phase 4: Final Document Presentation.

D2.3 Should the City proceed with the implementation of advanced water metering the Contract for Consulting Services for the Implementation of Advanced Metering may be awarded to the successful Bidder for this Request for Proposal.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Advanced Metering**" means:
 - (i) automated meter reading (AMR) where water meter readings are obtained via one way communication to the meter interface unit using; handhelds, drive by mobile collection, or fixed area network collection systems.
 - (ii) Advanced Metering Infrastructure (AMI) where there is two way communication with the meter interface unit (time synchronization as an example) and readings and meter data are obtained multiple times per day.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Jason Enns
Superintendent of Meters
4th Floor, 185 King St.
Winnipeg, MB R3B 1J1
Telephone No. (204) 986-2207
Facsimile No. (204) 986-6515
Email: jenns@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work including:

- (a) A Project Manager who will represent The City of Winnipeg throughout the duration of the Project, and

- (b) A Project Advisory Committee representing a cross-section of Water and Waste Department Divisions responsible for providing guidance and assistance to the Contractor throughout the duration of the Project.

D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D5.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D5.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. 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.
- D5.3 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.

D6. NOTICES

- D6.1 Notwithstanding C16.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

SUBMISSIONS

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 required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- 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 C4.1 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.
- D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D9. SUBCONTRACTOR LIST

- D9.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The City intends to award this Contract by January 10, 2011
- D10.3 The Contractor shall not commence any Work on the Site 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 insurance specified in D8; and
 - (iii) the Subcontractor list specified in D9;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D10.4 The Contractor shall commence the Work on Site within seven (7) Working Days of receipt of the notice of award.

D11. DECLARATION OF NO CONFLICT

- D11.1 The Contractor hereby declares that this agreement is entered into in good faith on the part of the Contractor, 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 there from, 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 Contractor by the City under this agreement.
- D11.2 The Contractor declares that it has no implementation agreement with and no partnership, ownership or any other interest in or by any potential **vendor for this project (includes meter manufacturers, AMR/AMI system manufacturers)**, distributor or reseller or **AMR / AMI 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 Contractor by the City under this agreement.

D12. CRITICAL STAGES

- D12.1 The following are critical project stages:
- (a) The contractor must complete Phase3 of the work, which represents the completion of the business plan, by April 29, 2011;

- (b) The contractor must complete Phase4 of the work, which represents the completion of the required presentations by May 27, 2011.

D13. TOTAL PERFORMANCE

- D13.1 The Contractor shall achieve Total Performance in accordance with E2.6, E2.8 and E2.9.

D14. JOB MEETINGS

- D14.1 Regular weekly job meetings will be held. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D15. DEFICIENCIES

- D15.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
 - (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D15.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D15.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D15.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D15.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D16. INVOICES

- D16.1 Further to C11, 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

- D16.2 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 and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16.4 Bids Submissions must be submitted to the address in B8.8

D17. PAYMENT

D17.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D18. PAYMENT SCHEDULE

D18.1 Further to C10, payment shall be in accordance with the following payment schedule, or alternative schedule if agreed to by both parties:

- (a) completion of phase one;
- (b) completion of phase two;
- (c) completion of phase three;
- (d) project completion.

D18.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

CONTROL OF WORK

WARRANTY

D19. WARRANTY

D19.1 Notwithstanding C12, the following Warranty provisions shall apply:

D19.2 Contractor shall be responsible to exercise due care with the appropriate degree of skill, competence and diligence normally employed by professional engineering and consulting contractors for similar work.

D19.3 Should the work not meet this standard of due care, the Contractor will re-perform the services not meeting this standard without additional compensation by the City.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. SERVICES

- E2.1 The Contractor shall provide consulting services for the preparation of a business plan to address the implementation of an advanced water metering solution (Automated Meter Reading or Advanced Metering Infrastructure) for the Water and Waste Department of the City of Winnipeg in accordance with the requirements hereinafter specified.
- E2.2 The Work will comprise four (4) Phases as follows:
- (a) Phase1: Assessment: Challenges and Opportunities
 - (i) Collection and evaluation of the current state of the Water and Waste Department infrastructure and operations to be impacted by an advanced metering initiative. Evaluation will determine the challenges and opportunities to be addressed when selecting an advanced metering solution;
 - (b) Phase2: Scoping: Project Options and Costing
 - (i) Identification of the best solution to meet the current, and future, operational and customer service requirements of the department. Note: This phase will identify and weigh the system requirements to assist with implementation and procurement processes;
 - (c) Phase3: Proposal: Implementation Strategy
 - (i) Detailing the best approach for implementing the advanced metering solution. As examples the strategy will include; meter exchange criteria, communication plan, installation plan (internal vs. external resources), timelines, etc.;
 - (d) Phase4: Final Document Presentation
 - (i) Sign off of the business plan and completion of the required presentations.
- E2.3 The report shall include a minimum of Class 3 cost estimate for all recommended solutions identified in Phase2 and Phase3. Cost estimates shall be based on AACE International Recommended Practice No. 17R-97 and No.18R-97.
- E2.4 The business plan preparation component will comprise the first three (3) Phases of the Work. Upon completion of each phase a presentation will be made to the Advisory Committee.
- E2.5 The business plan preparation is intended to:
- (a) Provide an assessment of the impact of current meter reading practices and estimations to the overall operation of the Water and Waste Department;
 - (b) Based on the current state assessment of the Water and Waste Department identify the opportunities and challenges to be addressed when implementing an advanced metering solution;
 - (c) Develop options for advanced metering solutions including:
 - (i) Mobile drive by automated meter reading;
 - (ii) Fixed Network automated meter reading;
 - (iii) Advanced Metering Infrastructure defined as two way communication with the meter via local area and wide area network communication systems. AMI will include

- optional abilities such as remote disconnect, distribution leak detection, and system pressure monitoring as examples;
- (d) The business plan shall not consider direct read meter reading or walk-by touch pads as acceptable solutions;
 - (e) Recommend meter exchange and MIU installation strategy including but not limited to:
 - (i) service recommendation: internal vs. external contracted resources for meter exchanges and MIU installation;
 - (ii) exchange criteria based on age or registered consumption or a combination of both criteria;
 - (iii) timeline and deployment strategy;
 - (f) Develop options for consideration in implementing an advanced metering solution including a list of potential vendors and an approach to scope and phasing;
 - (g) Develop cost estimates associated with all of the various options;
 - (h) Identify grants, government programs available to contribute funds to an advanced metering implementation; and
 - (i) Provide a recommendation for implementing an advanced metering solution for the Water and Waste Department at the City of Winnipeg.
- E2.6 Phase 4 of the Work will involve a minimum of four (4) presentations of the findings and recommendation proposed in the business plan including:
- (a) A presentation to the Advisory Committee;
 - (b) A presentation to the Steering Committee;
 - (c) A presentation to the Water and Waste Department Management Team;
 - (d) A presentation at a Council Seminar, comprising all 16 members of Council and the Mayor.
- E2.7 In preparing the business plan, issues that may need to be addressed include:
- (a) Project capital and operational costs – preliminary research shows that project costs range significantly based on the scope of the project;
 - (b) Technology integration – integrating existing technology systems with an advanced metering solution;
 - (c) Meter Data Management (MDM) – options for storing, accessing and analyzing data. Advantages and disadvantages of utilizing Customer Information System vs. stand alone MDM system and discussion of where data analysis and validation should occur.
 - (d) Human Resource Issues – addressing impacts to existing positions and requirements for new positions;
 - (e) Customer Web Self Service – providing customer access to consumption information that is accessible to the widest audience possible;
 - (f) User fees – the possible use of user fees for access to data or analysis of data.
- E2.8 An advanced metering solution should reflect a scope and depth, including technological and financial commitments, appropriate for this City. The following options, among others, should be reviewed from a cost benefit perspective:
- (a) Data logging capability of the encoder or meter interface unit;
 - (b) AMI only – The installation of remote disconnect valves;
 - (c) Installation of distribution system leak detection devices
 - (d) Customer Control Valve replacement paid by the department or as a fee for service cost for the customer;
 - (e) AMI only – Using a 3rd party host for meter data as an alternative to purchasing and maintaining a Meter Data Management system;

- (f) AMI only – The potential of sharing costs of the communication network (Wide Area Network) or charging fee for service for use of communication network by 3rd Parties.

E2.9 As deliverables, the Contractor will provide:

- (a) A detailed business plan, 8 ½ " x 11" in size, constituting one (1) unbound original, five (5) complete bound copies, and one (1) electronic copy of the file on a standard CD in Microsoft format; and
- (b) A summary presentation of the business plan in PowerPoint format on a standard CD;

E2.10 The deadline for submission and completion of all deliverables is May 27, 2011.

E3. FORECASTED PROJECT SCHEDULE

E3.1 Significant project milestones are as follows:

- | | |
|-----------------------------|---------------|
| (a) Prepare and release RFP | October 2010 |
| (b) Review responses | November 2010 |
| (c) Award Contract | January 2011 |
| (d) Confirm Project Plan | January 2011 |
| (e) Complete Phase 1 | February 2011 |
| (f) Complete Phase 2 | March 2011 |
| (g) Complete Phase 3 | April 2011 |
| (h) Complete Phase 4 | May 2011 |

E4. PROJECT RISKS

E4.1 The following risk mitigation strategies have been put in place to manage the risk on this project:

- (a) Diverse Advisory team with business and operations expertise which meets regularly to discuss and review risk;
- (b) The Project Steering Committee receives regular progress reports;
- (c) Consultant with demonstrated ability will be contracted for the preparation of a business plan to address the implementation of an advanced metering system;
- (d) Communication with stakeholders where applicable.