



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 874-2012-ADDENDUM 1

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
ANNUAL FLOOD MANUAL UPDATES**

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Fees	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	4
B9. Experience of Proponent and Subconsultants (Section C)	4
B10. Experience of Key Personnel Assigned to the Project (Section D)	5
B11. Project Understanding and Methodology (Section E)	5
B12. Project Schedule (Section F)	6
B13. Qualification	6
B14. Proponent Profile	7
B15. Opening of Proposals and Release of Information	7
B16. Irrevocable Offer	7
B17. Withdrawal of Offers	8
B18. Interviews	8
B19. Negotiations	8
B20. Evaluation of Proposals	8
B21. Award of Contract	10

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Work	1
D5. Definitions	4
D6. Ownership of Information, Confidentiality and Non Disclosure	4

Submissions Prior to Start of Services

D7. Authority to Carry on Business	5
D8. Insurance	5

Schedule of Services

D9. Commencement	6
------------------	---

5. Offer The Proponent hereby offers to perform the Services in accordance with the Contract for the Fees, in Canadian funds, set out in the Proposal Submission.
6. Execution of Contract The Proponent agrees to execute and return the Contract no later than seven (7) Calendar Days after receipt of the Contract, in the manner specified in C4.1.
7. Commencement of the Services The Proponent agrees that no Services shall commence until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
8. Contract The Proponent agrees that the Request for Proposal in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Proposal.
9. Addenda The Proponent certifies that the following Addenda have been received and agrees that they shall be deemed to form a part of the Contract:

No.	Dated
_____	_____
_____	_____
_____	_____

10. Time This offer shall be open for acceptance, binding and irrevocable for a period of sixty (60) Calendar Days following the Submission Deadline.
11. Signatures The Proponent or the Proponent's authorized official or officials have signed this

_____ day of _____, 20_____ .

Signature of Proponent or
Proponent's Authorized Official or Officials

(Print here name and official capacity of individual whose signature appears above)

(Print here name and official capacity of individual whose signature appears above)

FORM B: FEES
(See **Error! Reference source not found.**)

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR ANNUAL
FLOOD MANUAL UPDATES

BUDGET: \$175,000

DESCRIPTION		FEES	DISBURSEMENTS	TOTAL FEES
D4.4(a)	Project Management			
D4.4(b)	Flood Manual Updates			
D4.4(c)	Training			
D4.4(d)	Familiarization			
TOTAL BID PRICE (GST and MRST extra) (in figures) \$ _____ (in words) _____ _____				

Name of Proponent

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR ANNUAL FLOOD MANUAL UPDATES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 24, 2013.

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 Project Manager 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 Project Manager identified in D2.

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

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

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

B4. CONFIDENTIALITY

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

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

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Proponent is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Form B: Prices (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B10.2; and
 - (d) Project Schedule (Section F) in accordance with B11.1.
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and five (5) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

B6.9 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.11 Proposals shall be submitted to:

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

B6.12 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

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

B7.2.3 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its 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.

B7.4.4 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

- B8.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Fees.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.5 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.5 Notwithstanding C10.1, Prices submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 The Proposal should include general firm profile information, including years in business, number of employees and other pertinent information for the Project Team (Proponent and all Sub consultants).
- B9.2 Proposals should include:
- (a) Details demonstrating the history and experience of the Project Team relevant to the scope of services outlined in D3;
 - (b) Details of prior working arrangements for the proposed Project Team. Highlight previous joint projects similar in size to this Project including length and scope of the projects, methods of communications between companies, and required level of interaction and communication;
 - (c) Details of prior work for the City of Winnipeg; highlight projects relevant to the proposed scope of services
- B9.3 For each project listed in B9.2(a) the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant or sub consultant;
 - (c) details of the original estimate and final project costs and schedules;
 - (d) project owner; and
 - (e) reference information (one current name with telephone number and email address per project).
- B9.3.6 Where applicable, information should be separated into Proponent and Sub consultant project listings.
- B9.4 The Proponent should detail any previous experience working with the City of Winnipeg on the Flood Manual.

B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B10.1 Describe your approach to the overall team formation and coordination of team members. Include relevant discussion on the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, including the principals-in-charge, the Consultants representative, managers of the key disciplines and lead designers.
- (a) Roles of each of the Key Personnel in the Project should be identified in an organizational chart.
 - (b) For each person identified, list at least two comparable projects within the last five years in which they have played a primary or similar role. If a project selected for a Key Person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:
 - (i) Description of project;
 - (ii) Role of the person;
 - (iii) Project Owner;
 - (iv) Reference information (one current name with telephone number and email address per project).
 - (c) For each person identified, list the percent of their time for an average month's workload that will be dedicated to this Project; information may be separated based on key project tasks. If possible, include an indication of what percent of the work will be performed at City offices versus remote locations.
- B10.3 Proposals should detail hourly rates for all Key Personnel. General hourly rates may be identified for specific task-oriented staff.
- B10.4 Proposals should discuss the availability of backup resources to Key Personnel who are currently employed by the Proponent.
- (a) Requests for changes in personnel to this Project **must** be submitted to the Contract Administrator for approval in writing. There shall be no negative financial or schedule impacts to the Project as a result of staffing changes to the Project Team.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe the project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Project Team will use in the delivery of this Project.
- B11.2 Describe your approach and methodology in undertaking this Project as per the Scope of Services identified in D3. At a minimum, proposals must address:
- (a) The team's understanding of the overall objectives of this Project;
 - (b) The team's understanding of the broad functional and technical requirements in delivering this Project;
 - (c) The team's understanding of any specific considerations and risks that may impact the Project;
 - (d) The proposed Project budget and schedule;
 - (e) The requirements of the City to facilitate this Project;
 - (f) Key project deliverables at each phase of the Project; and
 - (g) Any other issue that conveys your team's understanding of the Project requirements.
- B11.3 Describe methods to be used for quality control and to monitor and complete the project on time and within budget. Identify any programs, procedures, systems, or techniques used to

demonstrate sophisticated levels of management and cost, quality, and schedule control proposed to be used for the project.

B12. PROJECT SCHEDULE (SECTION F)

B12.1 The Proponent should present a carefully considered Critical Path Method schedule using Microsoft Project, or similar project management software, complete with resource assignments (key personnel), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

- (a) In general, milestone meetings should be associated with the presentation of a key deliverable and/or at critical decision making points in the project.
- (b) The schedule provided must be realistic and attainable.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during all phases of the Project. Reasonable times should be allowed for completion of these approvals.

B12.3 For the purpose of establishing a schedule for the proposal, the Proponent should assume a project award date of **February 15, 2013**.

B12.4 Updates and final upload should be completed by **May 10, 2013** at midnight.

B12.5 Flood Manual training should take place prior to **March 15, 2013** at midnight.

B12.6 Training for the Water and Waste Information Systems and Technology support staff will be in conjunction with the execution of the flood manual upload.

B12.7 The Proponent should detail what tools and techniques they propose to utilize to ensure the schedule does not slip.

- (a) The Proponent should provide enough information to assure the evaluation team that the proposed resources are available to meet the proposed schedule.

B13. QUALIFICATION

B13.1 The Proponent shall:

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

B13.2 The Proponent and any proposed Sub contractor (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>

B13.3 The Proponent and/or any proposed Sub contractor (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);

B13.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Sub contractor.

B13.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B14. PROPONENT PROFILE

B14.1 The Proponent shall be an engineering company with strong municipal and water resources groups, with computer development IT support. The Proponent shall detail similar projects completed and current staff that meets these requirements;

B14.2 The Proponent shall have demonstrated engineering knowledge of the City of Winnipeg's sewer infrastructure and demonstrated experience in working on a variety of sewer infrastructure projects. The Proponent shall detail any related project(s).

B14.3 The Proponent shall have demonstrated knowledge of the City of Winnipeg's flood protection systems, the various components and how they work and shall detail any related project(s).

B14.4 The Proponent shall have demonstrated experience in developing and calibrating hydraulic river models using HEC-RAS, including experience in modelling ice effects and shall detail any related project(s).

B14.5 The Proponent shall have prior experience in assisting the City of Winnipeg in their flood fighting activities and shall detail any related project(s).

B14.6 The Proponent shall have prior demonstrated experience working with Intergraph's Geomedia GIS Software.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the name(s) of the successful Proponent 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/>

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed 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.

B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.7 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.

B17.1.8 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.9 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.9(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation there from:
 - (i) mandatory requirements (pass/fail);

- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B13
 - (ii) mandatory qualifications (pass/fail);
 - (c) Proponent Profile, pursuant to B14:
 - (iii) mandatory experience (pass/fail);
 - (d) Total Bid Price (40%);
 - (e) Experience of Proponent and Subconsultants (20%);
 - (f) Experience of Key Personnel (20%);
 - (g) Project Understanding and Methodology (10%);
 - (h) Project Schedule (10%);
- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B20.4 Further to B20.1(c), Proponent Profile and Experience shall be evaluated as a pass/fail considering the information submitted in response to B14.
- B20.5 Further to B20.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B20.5.10 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B20.5.11 Further to B20.1(d), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B20.5.12 Further to B20.1(d), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B20.6 Further to B20.1(e), Experience of Proponent and Sub consultants shall be evaluated considering the Proponent's response to B9.
- B20.7 Further to B20.1(f), Experience of Key Personnel shall be evaluated considering the Proponent's response to B10.
- B20.8 Further to B20.1(g), Project Understanding and Methodology shall be evaluated considering the Proponent's response to B11.
- B20.9 Further to B20.1(h), Project Schedule shall be evaluated considering the Proponent's response to B12.
- B20.10 Notwithstanding B20.1(e) to B20.1(h), where Proponents fail to provide complete responses to B20.1(e) to B20.1(h), the score of zero will be assigned to the incomplete part of the response.
- B20.11 This Contract will be awarded as a whole.
- B20.12 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B20.13 Proponents receiving less than 60% of the allowable marks in each category B20.1(e) to B20.1(h) may be considered as not meeting the minimum standard of technical expertise required to undertake the Work.

B21. AWARD OF CONTRACT

B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B21.2.13 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;
- (c) the prices are materially in excess of the City's cost to perform the Services, 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.

B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

B21.4 The City may, at its discretion, award the Contract in phases.

B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.

B21.5.14 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.15 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- 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 Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Susan Lambert P.Eng.
Wastewater Support Engineer
Email: slambert@winnipeg.ca

Telephone No. 204 986-2304
Facsimile No. 204 774-6729

D2.2 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

D2.3 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.4 Proposal Submissions must be submitted to the address in B6.11

D3. BACKGROUND

D3.1 Following the Flood of the Century in 1997, it was determined that the creation of a comprehensive flood manual document was required in order to facilitate the organized execution of operational tasks during flood events. The document was also intended to provide an information rich database for day to day operations.

D3.2 In 2000, the City engaged in external consulting services to create the GIS based flood manual. Although the project was completed in 2003, it was quickly learned that the document was dynamic and required yearly updates. Yearly updates include the addition of new infrastructure upgrades, refinement of the existing manual and general operational changes and improvements. Regardless of its magnitude, each flood event is unique and therefore ongoing improvements and additions to the manual are required in order to keep the document current.

D3.3 The City of Winnipeg is soliciting professional engineering services to make the required 2012/2013 updates to the existing electronic flood manual document. This work is aimed at making the existing document current and at continuing to improve this dynamic manual.

D4. SCOPE OF WORK

D4.1 The Work to be done under the Contract shall consist of completing the annual updates to the existing electronic flood manual document for the period from February 15, 2013 until May 10, 2013 with the option of three (3) mutually agreed upon one (1) year extensions.

D4.1.16 In future contract extensions, this work will be done between September and December of each year with the exception of the staff training component which will take place in March of the following year. Training for the Water and Waste Information Systems and Technology support staff will be in conjunction with the execution of flood manual upload.

- D4.1.17 The City may negotiate the extension option with the Contractor following flood events of 2013, 2014 and 2015. The City shall incur no liability to the Contractor as a result of such negotiations.
- D4.1.18 Changes resulting from such negotiations shall become effective on September 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D4.2 Deviation from the schedule, as accepted following any negotiations of this proposal, will require that the Contractor issue a change of schedule to document the reasons for the change and to seek approval for a revised schedule.
- D4.3 If the project fails to progress continuously with the services as outlined in the proposal, the City reserves the right to terminate the Contract.
- D4.4 The major components of the Work are as follows:
- (a) Project management
 - (i) Plan, organize and manage resources to bring about the successful completion of the specific project goals and objectives.
 - (ii) Develop a detailed project task list that details 2013 task items, responsibilities, hours, assigned personnel, timelines and costs associated. Categorize all tasks under their appropriate headings.
 - (iii) Ensure project team members, including the Contract Administrator, understand the project methodology and gain commitment from all the team members on activities and deliverables identified in the plan.
 - (iv) Coordinate three (3) meetings with the City at 1199 Pacific Avenue. The first meeting should consist of an overview, project plan and schedule. The second meeting should be in the form of a status meeting. And, the third meeting will be held just prior to final upload. The dates of the meetings are to be negotiated.
 - (v) Upload new updates based on 2013 task list to the existing electronic flood manual document. Document must be fully uploaded and functional by May 10, 2013.
 - (b) Flood Manual Updates
 - (i) Review and update as required the 2007 program works memorandum for Dowker, Lake 6-14 and Rainbow Stage gate chambers.
 - (ii) Update components of the SRB information including; the addition of new SRBs, updated sewer identifications, new SRB documents and revised SRB boundaries.
 - (iii) Review Bunn's Creek SRB schematic and make required updates based on pipe configurations at Eaglemere, Cordite, Springfield Road and Lagimodiere Boulevard. The addition of lakes 4-9, 4-14 and 4-15 are required.
 - (iv) Review and create procedure for Beaujolais Coulee.
 - (v) Review the temporary pumping procedure for the north side of Whellams lane (west of Henderson Highway).
 - (vi) Update flood pump responsibilities based on review done by the Water and Waste Department.
 - (vii) Create new procedures for newly installed gate chambers at Deer Lodge, Douglas Park, Lotus Lane, and Pembina Highway (at Rue des Trappistes).
 - (viii) Review and update as required the temporary pumping procedure at Somerset gate chamber. Specifically, review/update pump size requirements.
 - (ix) Add procedure based on as-built drawings for the Minnetonka gate chamber upgrade.
 - (x) Review and update as required the deactivation level for the Armstrong-Newton interconnection.
 - (xi) Update procedure for the knife gate located at The Forks Variety Heritage Adventure Park.

- (xii) Update information pertaining specifically to un-gated washroom connection located at Whittier Park. The washrooms appear to be connected directly to the combined sewer.
 - (xiii) Add new and update locking manhole cover locations. A list with specific locations will be provided by the Water and Waste Department.
 - (xiv) Using GIS, review and update secondary dike alignments to ensure conformity to the secondary dike corridor. A revision of the trigger, activations and quantities will be required.
 - (xv) Update information pertaining specifically to the new clay dike located at 346 Nairn Avenue. Updates to the sandbag calculations will be required based on changes at this location.
 - (xvi) Update the 21 properties identified by the Public Works Department as requiring updates.
 - (xvii) Review and update sandbag calculations and procedures for 45 Campeau Street.
 - (xviii) Update sandbag calculations for 126 St. Pierre Street.
 - (xix) Add new documentation for Glenwood. Add report to PDF documents.
 - (xx) Revise and update SAP page. Create a PDF of this page and upload as required into the application.
 - (xxi) Revise and update PDDs affected by the 2013 updates.
 - (xxii) Update the positive gate procedure activation level for the Kildare FPS. Review with the Water and Waste Department will be required prior to any updates.
 - (xxiii) Update/upload External Agency contact list. New list will be provided by the Water and Waste Department.
 - (xxiv) Update and make the required changes for 1920 St. Mary's Road. Information to be updated based on survey information provided by the Water and Waste Department.
 - (xxv) Update and make the required changes for 5445 Roblin Boulevard. Information to be updated based on survey information provided by the Water and Waste Department.
 - (xxvi) Update FPS Isometric drawings.
 - (xxvii) Update all required PDF documents for the flood manual application update.
 - (xxviii) Compile 2013 updates and complete entire upload to the Water and Waste Department server.
- (c) Training
- (i) Prepare and present one (1) three (3) hour training session for approximately fifteen (15) City operations and engineering staff. This training session will be held at 552 Plinguet – Computer Training Room. The training session should include all required documentation and a comprehensive overview of how the manual works and how activities are tracked.
 - (ii) Prepare and present one (1) two (2) hour overview presentation for approximately twenty-five (25) City staff. The overview should be presented to staff using a PowerPoint style presentation. The presentation of this overview will be held at 1199 Pacific Avenue.
 - (iii) Prepare and present system support training for the Water and Waste Information Systems and Technology staff. This training will cover topics such as system support, maintenance, sustainment, and overall general knowledge transfer of information regarding all aspects of the Flood Manual System. The training must include the process to perform the updates/upgrades under this contract. Training is to be conducted in a classroom type setting and it must include any required training materials. The training will consist of up to 5 blocks of 2 hour sessions and will take place in conjunction with the execution of D4.5(b)(xxviii). Training will take place at either 1199 Pacific Avenue or 1120 Waverley Street. Location will be determined by the Water and Waste Information Systems and Technology staff.
- (d) Familiarization

- (i) If the contractor does not have previous experience working with the City on the Flood Manual the contractor must provide a detailed description of their plan to familiarize themselves with the Flood Manual and provide a cost for such familiarization work. A planned approach for familiarization should be included along with any associated hourly rates.
- (ii) Documents pertaining to the flood manual and its development can be made available from the City of Winnipeg, Water and Waste Department Resource Centre.

D5. DEFINITIONS

When used in this Request for Proposal:

- (a) "**External Agencies**" means properties that the City of Winnipeg notifies to deploy their private flood protection measures;
- (a) "**FPS**" means Flood Pumping Station;
- (b) "**GC**" means Gate Chamber;
- (a) "**GIS**" means Geographic Information System;
- (a) "**HEC-RAS**" means Hydrological Engineering Centers River Analysis System (Environmental Simulation Modelling);
- (c) "**IT**" means Information Technology;
- (d) "**JAPSD**" means James Avenue Pump Station Datum;
- (a) "**LDS**" means Land Drainage Sewer;
- (a) "**MHS**" means Manhole Sealing;
- (a) "**PDD**" means Procedure Descriptive Drawing;
- (a) "**PG**" means Positive Gate;
- (a) "**PLD**" means Primary Line of Defence (Primary Dikes);
- (a) "**Residential Isolation**" means the City will close sewer connections to properties when there is a potential flood to prevent basement flooding;
- (a) "**SAP**" means Sector Action Plan;
- (e) "**SRB**" means Storm Water Retention Basin;
- (f) "**WWD**" means Water and Waste Department.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Project Manager;
 - (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of 0 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Consultant 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 Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D8. INSURANCE

D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (v) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Services. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

D8.2.19 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

D8.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a).

- D8.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D8.10.
- D8.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D8.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D8.8.
- D8.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D9. COMMENCEMENT

- D9.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D9.2 The Consultant shall not commence any Services until:
- (a) the Project Manager 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;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by February 15, 2013.