

# THE CITY OF WINNIPEG

# REQUEST FOR PROPOSAL

RFP NO. 994-2016

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT, IMPLEMENTATION AND DELIVERY OF "HOW TO" PROJECT MANAGEMENT TRAINING

Proposals shall be submitted to:

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

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#### **PART B - BIDDING PROCEDURES**

#### **B1.** CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN, DEVELOPMENT, IMPLEMENTATION AND DELIVERY OF "HOW TO" PROJECT MANAGEMENT TRAINING

#### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 1, 2016.
- 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, 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 Request for Proposal 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 Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 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.
- B3.7 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.

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#### 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 <a href="http://www.winnipeg.ca/matmgt/bidopp.asp">http://www.winnipeg.ca/matmgt/bidopp.asp</a>
- B5.2.2 The Proponent is responsible for ensuring that he/she 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; and
  - (b) Form B: Fees (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 B11;
  - (d) Technical Proposal (Section F) in accordance with B12; and
  - (e) Project Schedule (Section G) in accordance with B13.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed and 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 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and four (4) copies (copies can be in any size format) for sections identified in 6.1 and B6.2.
- Proposal should contain a table of contents(s), page numbering and should be in the Sections identified above. Proposals shall be submitted on 8.5" x 11" paper; with a font of not less than 11 pt Arial; margins of not less than 0.75; line-spacing of not less than single space; and shall be no more than twenty-five (25) pages including those components identified in B7.1 and all appendices (i.e. for Resumes). 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.
- B6.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.7 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.

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- B6.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.9 Proposals shall be submitted to:

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

B6.10 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.
- B7.2.1 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 his/her 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.
- B7.4.1 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.

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- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- 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 quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B8.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

# B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
  - (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing design, development, implementation and delivery of Project Management Training courses, on up to three (3) projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
  - (a) description of the project;
  - (b) role of the consultant;
  - (c) project's original contracted cost and final cost;
  - (d) project's original contracted schedule and final schedule;
  - (e) project owner;
  - (f) reference information (two current names with telephone numbers and email addresses per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project and describe how the structure integrates with the existing City's Program Delivery Organizational Structure defined in Appendix A.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.
- B10.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in 9.2, provide only the project name and the role of the key person. For other projects provide the following:
  - (a) Description of project;
  - (b) Role of the person;

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- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers and email addresses per project).

# B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
  - (a) the team's understanding of the broad functional and technical requirements;
  - (b) the team's understanding of development and delivery of "How-to" training; .
  - (c) the proposed Project budget;
  - (d) the City's Project methodology with respect to the information provided within this RFP;
  - (e) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

#### B12. TECHNICAL PROPOSAL (SECTION F)

B12.1 Describe how your firm will develop the framework for each of the deliverables identified in Form B: Fees as noted below.

#### B12.1.1 Phase 1:

- (a) Development of course materials based on the City of Winnipeg Project Management Manual V3.0 (PMM) processes, procedure and templates (PMM Appendix B and Appendix B1) for the following three (3) courses:
  - (i) Project Initiation and Planning
  - (ii) Project Execution and Control
  - (iii) Project Close-Out and Transfer
- (b) Describe how each course would teach participants to apply the City's PMM in project management processes and procedures.
- (c) Describe examples that will be utilized using the learning technique of 'Tell-Show-Do-Apply' to be applied to the processes, procedures and templates in the PMM and integrated into the learn plan.
- (d) Outline the approach to determine a consistent common Case Study example(s) project integrated through all of the three (3) courses.
- (e) Outline the approach to engage the City's Asset Management Project Management Working Group in the development of course materials.
- (f) Outline the approach to develop the courses, review timelines and milestones and sign-off.

# B12.1.2 Phase 2:

(a) Deliver Pilot "How to" Project Management Course session for each of the three (3) courses listed in B12.1.1(a).

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- (b) Describe how the Proponent will deliver the course(s) including the use of special tools and techniques that will be used to engage participants.
- (c) Outline the approach on how the Proponent will incorporate improvements to the course materials after each group of delivery sessions for any and all future sessions or courses.

#### B13. PROJECT SCHEDULE (SECTION G)

- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B13.2 The Proponent's schedule should include critical dates for review and approval of milestones during each of the phases of the Project. Reasonable times should be allowed for the Project Manager to review and approve the deliverables at each phase of the Project.
- B13.3 Schedule as follows:
  - (a) Phase 1 shall be completed by March 17, 2017;
  - (b) Phase 2 shall be completed by April 14, 2017;
  - (c) Phase 3, if approved to proceed, shall be completed by December 15, 2017; and
  - (d) Phase 4, if approved to proceed, shall be completed by June 15, 2018.

#### **B14. DISCLOSURE**

- B14.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B14.2 The Persons are:
  - (a) Tartan Training
  - (b) Earned Value Management Services Inc.

#### **B15. QUALIFICATION**

- B15.1 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;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services 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 <a href="http://www.winnipeg.ca/matmgt/debar.stm">http://www.winnipeg.ca/matmgt/debar.stm</a>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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- (a) have successfully carried out services for the programming; design, management of training and development projects of complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services 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);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) have a **Project Management Professional (PMP) Certification**.
- B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.
- B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

#### B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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 <a href="http://www.winnipeg.ca/matmgt/">http://www.winnipeg.ca/matmgt/</a>
- B16.3 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.
- B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

#### **B17.** IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent 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 Proponents and these Proponents 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 Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B18.1.1 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 Proponent'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 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 B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 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.

#### **B19. INTERVIEWS**

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

#### **B20. NEGOTIATIONS**

- B20.1 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.
- B20.2 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.
- B20.3 If, in the course of negotiations pursuant to B20.2 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.

#### **B21. EVALUATION OF PROPOSALS**

- B21.1 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 therefrom: (pass/fail)
  - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15:

(pass/fail)

(c)	Fees; (Section B)	40%
(d)	Experience of Proponent and Subconsultant; (Section C)	10%
(e)	Experience of Key Personnel Assigned to the Project; (Section D)	20%
(f)	Project Understanding and Methodology (Section E)	10%
(g)	Technical Proposal (Section F)	15%
(h)	Project Schedule. (Section G)	5%

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- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements 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 Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.8 Further to B21.1(g), Technical Proposal will be evaluated considering the Proponent's framework to achieve the deliverables identified.
- B21.9 Further to B21.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.10 Notwithstanding B21.1(d) to B21.1(h), where Proponents fail to provide a response to B6.2(a) to B6.2(e), the score of zero may be assigned to the incomplete part of the response.
- B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

#### **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 Proponent, even though one or all of the Proponents 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 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.
- B22.2.2 The City reserves the right to not proceed to a subsequent phase for any reason.
  - (a) Where the City decides to not proceed to a subsequent phase, the Proponent shall have no claim against the City for Work not performed.

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- B22.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2017 and 2018 Budget(s).
- B22.4 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.
- B22.4.1 The City will have no obligation to award a Contract or to proceed to a subsequent phase.
- B22.5 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.
- B22.5.1 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.
- B22.6 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**

# CO. GENERAL CONDITIONS

- C0.1 The General Conditions for Consultant Services (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 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 <a href="http://www.winnipeg.ca/matmgt/gen\_cond.stm">http://www.winnipeg.ca/matmgt/gen\_cond.stm</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 Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

#### D2. PROJECT MANAGER

D2.1 The Project Manager is:

Jacqueline Frizado

Telephone No. 204 986-2583

Email Address: jfrizado@winnipeg.ca

- D2.2 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.
- D2.3 Proposal Submissions must be submitted to the address in B6.

#### D3. BACKGROUND

- D3.1 In 2009 Council received a report on the City's Infrastructure Deficit and Funding Options. Following acceptance of that report, the Public Service implemented a City-wide Asset Management Program in 2010. A number of key components of that program have been developed such as:
  - (a) FI-011 Asset Management Policy (Appendix E);
  - (b) FM-004 Asset Management Administrative Standard (Appendix D);
  - (c) Asset Management Management System V3.0 (Appendix C); and
  - (d) Investment Planning and Project Management Manual including process, procedures and templates.
- D3.1.1 The above mentioned documents are available on the City of Winnipeg's website.
- D3.2 As part of the program development, the Public Service is implementing the City of Winnipeg's Project Management Manual V3.0, outlining internal City project management process, procedures and templates (Appendix B and Appendix B1 PMM Addendum).
- D3.3 The City currently delivers Project Management **Knowledge** training through the following inhouse courses:
  - (a) Project Management Overview one (1) day course providing general and high-level overview of the project management framework. (basic terminology, concepts, processes and best practices of project management)
  - (b) Project Management Fundamentals a four (4) day course that builds on learning from the Overview course to provide participants a basic understanding of the generally recognized knowledge areas, processes and best practices of project management.
- D3.4 A next step in our Asset Management roadmap is to develop and deliver Project Management 'How To' training based on the City's Project Management Manual's process, procedures and templates using the learning strategy of 'Tell-Show-Do-Apply' to approximately 150 staff.
- D3.5 The City believes that it is crucial to demonstrate understanding and competency in the area of project management in order to effectively manage City projects.

D3.6 These new courses should directly build upon the Project Management experience of the participants and will enable them to further develop their professional knowledge and skills by providing the audience with "How To" training on City's Project Management Manual, processes, procedures and templates.

#### D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Professional Consulting Services for the design, development, implementation and delivery of 'How To' Project Management training based on the City's Project Management Manual in accordance with the following deliverables.
- D4.2 The City intends to proceed with Phase 1 and Phase 2, with the option of proceeding to Phase 3. If the City decides to proceed with Phase 3, it may use the option of proceeding with Phase 4.
- D4.2.1 The Proponent shall have no claim against the City if the City decides to not proceed for any reason, with Phase 3 or Phase 4.

#### D4.3 Phase 1:

- (a) Develop "How to" Project Management Training Course materials for three (3) courses based on the City's Project Management Manual, processes, procedures and templates. The courses shall be based on instructor-led classroom training for each of the following courses:
  - (i) Project Initiation and Planning
    - (i) To take place over 2 days: 7 hours per day, or 14 hours total duration
  - (ii) Project Execution and Control
    - (i) To take place over 2 days: 7 hours per day, or 14 hours total duration
  - (iii) Project Close-Out and Transfer;
    - (i) To take place over 1 day: 7 hours duration
- (b) The desired learning outcomes at the end of the above five (5) days of training, session participants will:
  - Understand the stages of Project Management based on the City's Project Management Manual and the City's work practises from project initiation to project close-out.
  - (ii) Understand through applied examples how to use the PMM and specifically the templates based on project examples.
  - (iii) Understand and have working knowledge of the City's Project Management Manual's process, procedures and templates.
- (c) Develop a lesson plan for each of the three (3) courses outlined in B12.1.1(a) detailing course title, learning objectives and outcomes, instructional strategy, materials required, evaluation strategy, estimated time allocation and City Project Management Manual references.
- (d) Incorporate an agreed upon, consistent common Case Study example project integrated through all of the three (3) courses, show casing the usage of the City's Project Management Manual processes, procedures and templates. This will be agreed upon in conjunction with the City's Asset Management Project Management Working Group and Project Manager.
- (e) Develop Course Materials including an Instructor Guide, Participant Guide, Visuals, Reference Materials, Activities and completed templates for the consistent common Case Study example, interspersed throughout all three (3) courses.
- (f) Incorporate throughout the course material, examples, exercises, and/or activities centered around the templates listed in Appendix H City of Winnipeg Project Management Template List, marked in training column as 'include'. One example, exercise, or activity must be focused on each template.

- (g) Participants will be from a wide diversity of departments and as such, the content for the course should include specific examples from capital projects, programs and service projects. (i.e. an IT Project, or utility infrastructure project). These examples need to be used consistently in all three (3) courses.
- (h) The project examples need to demonstrate how the application of Project Management tools and techniques evolves during the typical project life-cycle. Group assignments, activities, and individual exercises should be incorporated throughout the course in order to strengthen and deepen understanding of course content. The course should provide interactive opportunities for participants. The common course project examples will be used as reference for students to apply learning using the City's Project Management Manual (PMM) processes, procedures and templates based on a typical 'Design-Bid-Build' project delivery method.
- (i) Development of the course material will involve working closely with the City's Asset Management Project Management Working Group, through a maximum of 4 meetings, which includes requirements gathering, technical review thru to final review to ensure the training addresses the City's strategic objectives in Asset Management.
- (j) A technical review will be done by the City's Asset Management Project Management Working Group, to review and check all draft materials and identify any technical errors or inconsistencies. Based on the feedback, the Consultant will complete another round of changes to the draft course materials.
- (k) Final course material is approved by the Corporate Asset Management Office prior to implementation.
- (I) All course material shall become the intellectual property of the City of Winnipeg.

#### D4.4 Phase 2:

- (a) Deliver 'Pilot: "How To" Project Management Training for three (3) courses over a total period of five (5) days as outlined in D4.3(a) to be administered to approximately twenty five (25) participants. The second and third courses will not be administered on sequential days.
- (b) The selection of course dates will be negotiated with the successful Proponent.
- (c) The purpose of the pilot is to test the course instructional strategies and content to ensure that the course works as intended.
- (d) Pilot participants are members of the intended target audience, a cross-departmental sampling of Project Management professionals in various Asset Management positions throughout the City of Winnipeg.
- (e) Incorporate the City of Winnipeg Classroom Delivery Method as identified in Appendix F City of Winnipeg Classroom Delivery Method.
- (f) The City shall be responsible for managing course registrations, secure training room and reproduce workbooks and course materials for participants, including all costs associated with same.
- (g) Participants shall be asked to provide evaluative feedback using City of Winnipeg Course Evaluation Form (Appendix G).
- (h) The Course Coordinator, Corporate Asset Management Office, and Employee Development Human Resource Consultant are asked to be observers to provide their observations on the course.
- (i) The Proponent shall revise the course materials based on approved course improvements as deemed by the Project Manager in conjunction with the City's Asset Management-Project Management Working Group. This will be based on, but not limited to, evaluation feedback received by course participants, the Project Manager, or by the Working Group. The Contractor will be paid the hourly rate as necessary as indicated on Item 5 of Form B: Fees.

- (a) Deliver "How To" Project Management Training for three (3) courses through three (3) sessions of each course to approximately twenty-five (25) participants for each session, for a total of seventy-five (75) trained participants in 2017.
- (b) The selection of course dates will be negotiated with the successful Proponent.
- (c) The three (3) sessions of each course must be completed by the end of the 4<sup>th</sup> quarter 2017. One (1) session must be delivered by mid-June 2017, and the remaining two (2) sessions must be delivered between mid-September and mid-December 2017.
- (d) Incorporate the City of Winnipeg Classroom Delivery Method as identified in Appendix F City of Winnipeg Classroom Delivery Method.
- (e) The City shall be responsible for managing course registrations, secure training room and reproduce workbooks and course materials for participants, including all costs associated with same.
- (f) Participants shall be asked to provide evaluative feedback using City of Winnipeg Course Evaluation Form (Appendix G).
- (g) The Proponent shall revise the course materials based on approved course improvements as deemed by the Project Manager in conjunction with the City's Asset Management-Project Management Working Group. This will be based on, but not limited to, evaluation feedback received by course participants, the Project Manager, or by the Working Group. The Contractor will be paid the hourly rate as necessary as indicated on Item 5 of Form B: Fees.
- D4.6 Phase 4: The City may, at its discretion, advance to Phase 4 as outlined in D4.2.
  - (a) Deliver "How To" Project Management Training for three (3) courses through two (2) sessions of each course to approximately twenty-five (25) participants for each session, for a total of fifty (50) trained participants in 2018.
  - (b) The selection of course dates will be negotiated with the successful Proponent.
  - (c) The two (2) sessions of each course must be completed by mid-June 2018. One (1) session must be delivered between mid-January 2018 and the end of March 2018. One (1) session must be delivered between April 2018 and mid-June 2018.
  - (d) Incorporate the City of Winnipeg Classroom Delivery Method as identified in Appendix F City of Winnipeg Classroom Delivery Method.
  - (e) The City shall be responsible for managing course registrations, secure training room and reproduce workbooks and course materials for participants, including all costs associated with same.
  - (f) Participants shall be asked to provide evaluative feedback using City of Winnipeg Course Evaluation Form (Appendix G).

#### D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D5.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
  - (a) information provided to the Consultant by the City or acquired by the Consultant 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.

D5.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

#### **SUBMISSIONS**

#### D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

# D7. INSURANCE

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D7.2 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 \$2,000,000 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, Consultant'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;
  - (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.
- D7.3 The policies required in D7.2(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.
- D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a).
- D7.5 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 D7.8.

- D7.6 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.
- D7.7 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.
- D7.8 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**

#### D8. COMMENCEMENT

- D8.1 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.
- D8.2 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 D6;
    - (ii) evidence of the insurance specified in D7;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D8.3 The City intends to award this Contract by January 31, 2017.

# **LIST OF APPENDICES**

Appendix A - City's Program Delivery Organizational Structure

Appendix B - City of Winnipeg Project Management Manual V3.0

Appendix B1 - City of Winnipeg Project Management Manual Addendum No. 1

Appendix C - Asset Management - Management System V3.0

Appendix D - FM-004 Asset Management Administrative Standard

Appendix E - FI-011 Asset Management Policy

Appendix F - City of Winnipeg Classroom Delivery Method

Appendix G - City of Winnipeg Course Evaluation Form

Appendix H – City of Winnipeg Project Management Template List