



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 9-2017

**FAIRNESS ADVISOR FOR THE NORTH END SEWAGE TREATMENT PLANT
UPGRADE PROJECT**

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 FAIRNESS ADVISOR FOR THE NORTH END SEWAGE TREATMENT PLANT UPGRADE PROJECT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 1, 2017.

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 Request for Proposal (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 Proponent's 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.

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 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) Form X: Hourly Rates (Section B) in accordance with B8;
 - (b) Form C: Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (c) Form D: Experience of Key Personnel (Section D), in accordance with B10; and
 - (d) Project Understanding and Methodology (Section E) in accordance with B11.
- 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.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") and four (4) copies (copies can be in any size format, but no less than 8.5" x 11") for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages (but no less than 8.5" x 11") and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be 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.
- (a) Proposal submissions should generally employ a minimum printed text size of 10 point.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.8 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.

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

B6.10 Proposals shall be submitted to:

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

B6.11 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)

Time-Based Fees

- B8.1 The Proponent shall provide Time-Based Fees for all Services identified in D5 using Form B: Fees.
- (a) The Proponent shall make all the required entries in the Form to summarize their Fee proposal for the proposed Services.
 - (b) The Proponent shall be responsible to verify and ensure the correctness of the associated submittals.
- B8.2 An approximate number of hours are indicated for each Time-Based Fees line item in Form B: Fees to guide the Proponent in developing their Fee Proposal.
- B8.3 If the Consultant determines the approximate hours proposed are insufficient or in excess to complete the specified Services, the Consultant may deviate from the approximate number of hours indicated for each line item.
- (a) Where the Consultant's proposed number of hours deviates from the approximate number of hours indicated in the RFP, the Consultant should provide a detailed explanation of the fees and how the Services will be accomplished.
- B8.4 The Fees proposed by the Proponent in Form B shall constitute an upset limit. The Consultant shall ensure the hours proposed are sufficient to complete the specified Services.**

Allowable Disbursements

- B8.5 Fees shall include Allowable Disbursements as defined in C1.1(b).
- B8.5.1 Notwithstanding C1.1(b), overhead costs or disbursements typically referred to as Type 1 disbursements or general expenses shall be included in the hourly rates.
- B8.6 For evaluation purposes, Proponents should consider an approximate of:
- (a) three (3) return trips to Winnipeg for Line Item 8 in Form B: Fees;
 - (b) six (6) return trips to Winnipeg for Line Item 12 in Form B: Fees; and
 - (c) three (3) return trips to Winnipeg for Line Item 13 in Form B: Fees;
- B8.7 For evaluation purposes, Proponents should estimate:
- (a) attending approximately forty (40) days of meetings in Winnipeg; refer to D5.8 for further breakdown.
- B8.8 Where the number of trips proposed by the Consultant deviates from the approximate number of trips and meetings indicated in B8.6 and B8.7 respectively, the Consultant should provide a detailed explanation of the Allowable Disbursements and how the Services will be accomplished in their Proposal.
- B8.9 In addition to the Form B: Fees, proposals should also include detailed description of the Allowable Disbursements. Details should include as a minimum:
- (a) number of trips;
 - (b) flight costs;
 - (c) hotel costs;
 - (d) taxi/rental car costs; and
 - (e) per diem costs.

- B8.9.1 Information relating to points (a) to (e) above should be presented in a Matrix form that allows easy understanding of their connections to Form B: Fees.
- B8.10 The Allowable Disbursements proposed by the Proponent in Form B shall constitute an upset limit. The Consultant shall ensure the Allowable Disbursements proposed are sufficient to complete the specified Services.**
- B8.11 The Proponent should provide Hourly Rates for all personnel identified in Form X: Hourly Rates.
- B8.12 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.12.1 The City will not consider an adjustment to the Fees based on insufficient hours proposed in Form B: Fees.
- B8.12.2 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.12.3 The City will not consider adjustments to the Fees based on increases to hourly rates after award of Contract.
- (a) Hourly rates and allowable disbursements should include all rate escalations including salary adjustments, changes in inflationary factors, or employment terms.
- B8.12.4 If the City requires additional services, the rates to be used will be based on the hourly rates provided in the Proponent's proposal in Form X: Hourly Rates.
- B8.13 Notwithstanding C10.1, Fees 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.
- B8.14 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 Proponent should submit the experience of their firm and that of their Subconsultants as described in this Section and as listed in Form C: Experience of Proponent and Subconsultants.
- B9.2 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 showing their ability to undertake the current work.
- B9.3 Using Form C: Experience of Proponent and Subconsultants, list a total of five (5) projects from the last ten (10) years, demonstrating their experience in the role of a lead Fairness Advisor or fairness monitor.
- B9.3.1 The list indicated in B9.3 should be a combination of projects from the Proponent and/or the Subconsultant.
- B9.3.2 If more than five (5) projects are listed in Form C: Experience of Proponent and Subconsultants in response to B9.3, only the first five (5) referenced projects will be evaluated.
- B9.4 For each project listed in B9.3, the Proponent should provide the following information:
- (a) Name of the project;
 - (b) Duration of the project (from start year to end year);
 - (c) Delivery method of the project (as described in B9.6);
 - (d) Type of proponent business entity (sole proprietor, corporation, partnership, etc.);
 - (e) Owner type (municipal, private, etc.);
 - (f) If the project used a Request for Qualification (RFQ), RFP, or Commercially Confidential Meetings (CCMs); and

- (g) Reference information (one current name with email and telephone number per project).
- B9.5 The procurement process for the projects submitted in B9.3 should have been completed (i.e. the projects have been awarded to the entities described in B9.3).
- B9.6 For evaluation purposes, higher scores will be given to Proponents and Subconsultants with experience in the following types of delivery methods:
- (a) Design Build (DB);
 - (b) Variation of DB (i.e.: Design-Build-Operate (DBO), Design-Build-Operate-Maintain (DBOM), Design-Build-Finance (DBF), Design-Build-Finance-Maintain (DBFM), etc.); or
 - (c) Public Private Partnership (P3).
- B9.7 For evaluation purposes, higher scores will be given to Proponents and Subconsultants with experience as a Fairness Advisor or fairness monitor with respect to RFQ, RFP, and CCMs.
- B9.8 References:
- (a) References should have worked directly on the projects described, such as the Project Manager or Contract Administrator.
 - (b) References may be utilized to confirm the information provided in the proposal.
 - (c) Other sources not named in references may be contacted to verify the qualifications, work experience, past projects, applicability of the role, etc.
 - (d) Incorrect or out of date contact information may negatively impact the evaluation.
- B10. EXPERIENCE OF KEY PERSONNEL (SECTION D)**
- B10.1 The Proponent should submit the experience of the Key Personnel assigned to this Project as described in this Section and in Form D: Experience of Key Personnel.
- B10.2 Using Form D: Experience of Key Personnel, the Proponent should identify the following Key Personnel:
- (a) Lead Fairness Advisor; and
 - (b) Back-up Fairness Advisor.
- B10.3 For each Key Person listed in B10.2, the Proponent should provide the following information:
- (a) proposed base location;
 - (b) educational background, degrees, professional recognitions;
 - (c) years of experience as a Fairness Advisor or fairness monitor;
 - (d) two (2) comparable projects carried out within the past eight (8) years in which they have played a similar role as proposed for this project. For each project provide the following:
 - (i) project name and owner;
 - (ii) project delivery method (as described in B9.6);
 - (iii) description of project;
 - (iv) project award and completion dates;
 - (v) role and responsibilities on the project (especially focus on roles during evaluation training, RFQ, RFP, CCMs, and the final report); and
 - (vi) reference information (two current names with email and telephone numbers per project).
- B10.4 For evaluation purposes, higher scores will be given to Key Personnel with experience in projects defined in B9.6.
- B10.5 For evaluation purposes, higher scores will be given to Proponents and Subconsultants with experience in similar roles proposed for the Key Personnel.

B10.6 If more than two (2) projects are submitted for B10.3(d) included in Form D: Experience of Key Personnel, only the first two (2) referenced projects will be evaluated.

B10.7 References:

- (a) References should have worked directly on the projects described, such as the Project Manager or Contract Administrator.
- (b) References may be utilized to confirm the information provided in the proposal.
- (c) Other sources not named in references may be contacted to verify the qualifications, work experience, past projects, applicability of the role, etc.
- (d) Incorrect or out of date contact information may negatively impact the evaluation.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 The Proponent should describe their approach to the overall team formation for the entire Project and their coordination of their team members. Clearly indicate in your approach why the City should select your team. Supporting documents should include:

- (a) the key personnel indicated in B10 and additional personnel proposed by the Proponent;
- (b) personnel job functions; and
- (c) an organizational chart.

B11.2 The Proponent should clearly describe their firm's project management approach during the performance of Services. The Proponent's project management approach should be specific to this RFP. This approach should address how the Proponent intends to manage the following aspects during this assignment:

- (a) communications – describe how the Proponent will collaborate with the City during this assignment from issuance of the Request for Qualification to Project Award of the design builder. This should also address the communications within the Proponent team if located in different cities or firms to ensure:
 - (i) effective communication;
 - (ii) quality control;
 - (iii) distribution and consolidation of information; and
 - (iv) participation in coordination and review functions;
- (b) cost management – describe how the Proponent will control their costs during this assignment. This should also address the Proponent's ability to perform quality control through peer review of their processes and documents related to the work.

B11.3 The Proponent should address how they intend to carry out the Scope of Services by:

- (a) clearly explaining their understanding of the Scope of Services as outlined in D5 for this project;
- (b) clearly stating their assumptions of the Scope of Services;
- (c) clearly identifying and explaining work activities (specifically focusing on the role(s) during the RFQ, RFP, and CCMs), including deliverables to be submitted to the City; and
- (d) providing a table of contents for the final report that address' the City's requirements outlined in D5.7(a), with an explanation of what will be included in each section.

B12. DISCLOSURE

B12.1 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.

B12.2 The Persons are:

- (a) N/A

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 Services in strict accordance with the terms and provisions of the Contract.

B13.2 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 <http://www.winnipeg.ca/matmgmt/debar.stm>

B13.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (b) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (c) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B13.4 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.

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 The Proponent by submitting a proposal certifies that to the best of its knowledge or belief that:

- (a) no elected or appointed official of the City is financially interested, directly or indirectly, in their firm or in the provision of the services as described in this RFP;
- (b) neither the Fairness Advisor, nor any person or organization with whom the Fairness Advisor has a significant connection, shall:
 - (i) submit, or assist in the preparation of, a response to the City's request for qualifications or proposals, call for tenders or any other document that initiates the procurement process for the North End Sewage Treatment Plant (NEWPCC) Upgrade Project; or
 - (ii) participate in the provision of any goods, services or construction to be provided for the NEWPCC Upgrade Project, by the successful Proponent or bidder.

B14.2 Proponents must not include among their team, any business entity or individual who is, or is associated with, in any way, any consultant retained by the City or known to be a party involved in relation to the NEWPCC Upgrade Project, including but not limited to consultants providing engineering, architectural, legal, process, finance or financial capacity advice or any Person likely to create a conflict of interest or a perception of conflict of interest.

- B14.3 If a Proponent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Proponent should fully disclose the circumstances to the Project Manager at the earliest possible date, and request that the Project Manager provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.
- B14.4 The Proponent declares that in submitting its response to this RFP, it does so in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect, as a result of the Proponents participation in this Project.
- B14.5 Failure to comply with this provision (B14.4) may result in disqualification of your Submission from the RFP process.

B15. ELIGIBILITY

- B15.1 Proponents are advised that the City may engage a Legal Advisor for Services related to this Project under a separate contract.
- B15.2 Any Individual or Firm engaged under this Contract as Fairness Advisor will **not** be eligible to be contracted for or perform Services under the contract for a Legal Advisor.
- B15.3 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to the NEWPCC Upgrade Project, are eligible to submit a Proposal Submission for this RFP.
- B15.4 As a result of their involvement in the NEWPCC Upgrade Project, the following Persons are ineligible for this RFP:
- (a) AECOM Canada Ltd.;
 - (b) Stantec Consulting Ltd.;
 - (c) The Louis Berger Group, Inc.;
 - (d) ODC Synergy;
 - (e) LMDG Building Code Consultants Ltd.; and
 - (f) Veolia Water North America (Winnipeg) Inc. (Veolia).

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 <http://www.winnipeg.ca/matmgt/>
- 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 B13: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 5%
- (e) Experience of Key Personnel; (Section D) 45%
- (f) Project Understanding and Methodology (Section E). 10%

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.

B21.4.1 In the event that the Consultant's Proposal indicates a quantity of hours less than that indicated in Form B: Fees, without providing justification for the deviation, the Consultant's fees will be proportionally adjusted to the quantity of hours indicated in Form B: Fees for the purpose of evaluation.

B21.4.2 In the event that the Consultant's proposal indicates a quantity of trips in the Allowable Disbursements less than that indicated in B8.6, without providing justification for the deviation, the Consultant's fees will be proportionally adjusted to the quantity of trips in the Allowable Disbursements indicated in B8.6 for the purpose of evaluation.

B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated based on the information requested in B9.

B21.6 Further to B21.1(e), Experience of Key Personnel will be evaluated based on the information requested in B10.

B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated based on the information requested in B11.

B21.8 Notwithstanding B21.1(d) to B21.1(f), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

B21.9 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.

- B22.3 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.
- B22.4 Further to Paragraph 6 of Form A: Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B22.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.6 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

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.
- C0.1.1 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 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.
- D1.2 If there is any conflict or inconsistency between the Proposal and the General Conditions for Consultant Services, the General Conditions for Consultant Services shall take precedence.
- D1.3 Further to C.1.1(b) and C10, the following is applicable to Allowable Disbursements:
- D1.3.1 Copies of originating merchant/vendor detail receipts shall be provided as backup documentation when invoicing Allowable Disbursements, credit/debit card receipts or statements are not acceptable as backup;
- D1.3.2 GST is to be removed from the reimbursable value of merchant/vendor invoices;
- D1.3.3 Booking of transportation and accommodations are expected to take place well in advance to obtain optimal discounted rates;
- D1.3.4 The acceptable standard for air travel shall be economy class;
- D1.3.5 Air travel premium fees, such as seat selection premiums etc., will not be reimbursable unless specifically approved by the Project Manager;
- D1.3.6 The acceptable standard for accommodation will be a single room in a safe environment, conveniently located and comfortably equipped;
- D1.3.7 The acceptable standard for rental vehicles shall be mid-size;
- D1.3.8 Car rental premium fees, such as prepaid fuel or re-fuelling surcharges etc. will not be reimbursable unless specifically approved by the Project Manager;
- D1.3.9 Costs for alcoholic beverages will not be reimbursable and shall not be claimed. Consultants may invoice meal expenses as per diem, up to a maximum of \$60 per day; and
- D1.3.10 The following shall be considered incidental to the Contract and will not be accepted as Allowable Disbursements:
- (a) Courier costs; and
 - (b) Meal costs for personnel not travelling outside their normal city of employment.
- D1.4 Monthly Invoices
- D1.4.1 In addition to C10.7, the Consultant shall submit monthly invoices for all phases of the work. Monthly invoices shall include:
- (a) Activity/ Task Description;
 - (b) Baseline budget as proposed from this RFP;
 - (c) Total Previously invoiced;
 - (d) Invoice this Period;
 - (e) Total invoiced to Date;
 - (f) Percent Complete;
 - (g) Detailed listing of manpower and costs by activity / task / person as supporting documentation to invoices. The details listing should reconcile to the summary level invoice on a monthly basis; and

(h) Disbursements that are grouped, listed with all supporting documents/receipts attached.

D1.4.2 The Consultant shall use the invoice template included in Appendix A. The Consultant will be provided a native copy of the invoice template after project award.

D1.4.3 Invoices shall be submitted in both paper copies and Native formats.

D1.5 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the permission of the Project Manager.

(a) Experience and qualification as specified in B10.3 shall be submitted for all requested substitute(s) and replacement(s).

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Remi Adedapo, M.A.Sc., PMP, P.Eng.

Telephone No. 204 986-5496

Email Address: radedapo@winnipeg.ca

D2.2 At the Fairness Advisor kick-off 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 B6.10.

D3. DEFINITIONS

D3.1 When used in this RFP:

(a) "**CCM**" means Commercially Confidential Meeting;

(b) "**Consultant**" or "**Fairness Advisor**" means the person undertaking the performance of the Services under the terms of the Contract;

(c) "**DB**" means Design Build;

(d) "**Native format**" means the original format from which a deliverable was generated (e.g. MS Word, MS Excel, AutoCAD etc.);

(e) "**NEWPCC**" means North End Sewage Treatment Plant;

(f) "**NEWPCC Upgrade Project**" means the project to upgrade the NEWPCC to meet new regulatory licence requirements regarding the maximization of nutrients and biosolids reuse and new effluent limits for nitrogen and phosphorous;

(g) "**P3**" means Public Private Partnership;

(h) "**RFI**" means Request for Information;

(i) "**RFP**" means Request for Proposal; and

(j) "**RFQ**" means Request for Qualifications.

D4. BACKGROUND

D4.1 The City of Winnipeg (City) is upgrading the NEWPCC to accommodate future wastewater flows and loadings to the plant and to provide enhanced treatment capability to address environmental and regulatory requirements.

D4.2 The City intends to deliver the construction of the NEWPCC Upgrade Project using a DB procurement model.

- D4.3 The City has awarded AECOM Canada Ltd. as the owner's advocate for the NEWPCC Upgrade Project.
- (a) It is anticipated that a RFQ for the NEWPCC Upgrade Project will be posted in the third quarter of 2017. The RFQ is designed to identify proponent organizations which may bid on the NEWPCC Upgrade Project and to review their qualifications.
 - (b) Once the RFQ is completed, and a shortlist of qualified bidders is determined, a RFP will be issued to those qualified proponents that are short-listed through the RFQ process. The RFP is anticipated to be posted in the fourth quarter of 2018.
 - (c) At this time, the anticipated project award for the NEWPCC Upgrade Project is in the second quarter of 2019.

D5. SCOPE OF SERVICES

- D5.1 The City requires the Services of a Fairness Advisor during the procurement of the design builder for the NEWPCC Upgrade Project. The Fairness Advisor shall provide independent assurance to the City regarding the fairness of the procurement process.
- D5.2 The Fairness Advisor reports to the City as to whether:
- (a) the process and decisions developed during the procurement of the design builder are fair, transparent, reasonable, and consistent with the procurement process laid out for the Project; and
 - (b) those processes and decisions have been reasonably implemented and materially complied with by the City in delivery of those aspects of the Project.
- D5.3 The role of the Fairness Advisor is not to:
- (a) provide opinions on the City's standardized procurement process; or
 - (b) comment on aspects of the procurement process not relating to fairness issues.
- D5.3.1 If the Fairness Advisor provides comments not related to reasonable fairness issues, the Project Manager shall have the sole discretion to reduce the Fairness Advisor's billable hours related to those comments.
- D5.4 For the general process, the duties of the Fairness Advisor shall include:
- (a) participation at the Fairness Advisor kick-off meeting;
 - (b) general communications with the City; and
 - (c) any other duties necessarily incidental to the Services.
- D5.5 For the RFQ process, the duties of the Fairness Advisor shall include but not limited to:
- (a) review of the RFQ and associated RFQ process documents (RFQ, evaluation matrix, evaluation framework, Requests for Information (RFI) procedures);
 - (b) prepare and provide RFQ evaluation fairness training;
 - (c) review of scripts for RFQ site tour and proponent meeting;
 - (d) advisory services during the RFQ open period. This includes, but is not limited to, the following:
 - (i) participation as part of the RFQ Conflict Review Team;
 - (ii) review RFI responses, addenda, and other correspondence with proponents;
 - (e) attendance and advisory services during the RFQ evaluation consensus meetings.
- D5.6 For the RFP process, the duties of the Fairness Advisor shall include:
- (a) review of the RFP and associated RFP process documents (RFP, evaluation matrix, evaluation framework, RFI procedures);
 - (b) prepare and provide RFP evaluation fairness training;

- (c) review of scripts for RFP site tour and proponent meeting;
 - (d) advisory services during the RFP open period. This includes, but is not limited to, the following:
 - (i) participation as part of the RFP Conflict Review Team;
 - (ii) review RFI responses, addenda, and other correspondence with proponents;
 - (iii) attendance and advisory services during CCMs (including clarifications and negotiations); and
 - (e) attendance and advisory services during the RFP evaluation consensus meetings.
- D5.7 After the RFP process is completed, the duties of the Fairness Advisor shall include:
- (a) preparing a final report to the City that provides independent documentation assuring with their comments the fairness of the procurement process for the NEWPCC Upgrade Project that:
 - (i) summarizes the Fairness Advisor's duties under the terms of the appointment;
 - (ii) describes the Fairness Advisor's review of the procurement solicitation documents and the evaluation of the responses;
 - (iii) summarizes the Fairness Advisor's findings regarding the procurement process;
 - (iv) summarizes the recommendations provided throughout the procurement process; and
 - (v) provision of an opinion whether procurement proceedings were equitable.
- D5.8 The Fairness Advisor shall allow for attending in person:
- (a) a total of ten (10) days for RFQ evaluation consensus meetings;
 - (b) a total of ten (10) days for RFP evaluation consensus meetings; and
 - (c) a total of twenty (20) days for RFP CCMs.
- D5.8.1 The meetings identified in D5.8 may or may not be consecutive.
- D5.8.2 The Fairness Advisor shall not attend the site tours.
- D5.8.3 All other meetings, other than those stated in D5.8, can be accommodated through electronic interfaces (conference call, video conferencing, etc.).
- D5.9 The Fairness Advisor shall meet all review deadlines set by the Project Manager.
- (a) If the Fairness Advisor does not believe the review deadline is achievable, the Fairness Advisor shall advise the Project Manager prior to the deadline.
 - (b) If the Fairness Advisor does not meet the review deadline and does not notify the Project Manager prior to the deadline, the Project Manager will have the sole discretion to reduce the Fairness Advisor's billable hours.
- D5.10 All documents shall be submitted in draft for the City's review and comments prior to submittal of final documents.
- D5.10.1 Comments by the City shall be addressed in the final copies.
- D5.10.2 Draft copies of documents shall be provided in Native format and searchable PDF.
- D5.10.3 Final copies of documents shall be provided in Native format, searchable PDF, and three (3) hardcopies.
- (a) The final report shall be bound and submitted to the City within thirty (30) Calendar Days of the City issuing the Letter of Intent for the NEWPCC Upgrade Project.
 - (b) Other documents to the City shall be submitted within a calendar week.
 - (c) All documents submitted shall follow the City's Non-Technical Document Name Standard, which will be provided to the successful proponent.

D5.10.4 All documents shall undergo quality assurance and quality control (QA/QC) during this assignment prior to submission to the City.

D5.11 The Consultant should identify the Personnel carrying out the following roles:

- (a) Principal-in-Charge;
- (b) Project Manager; and
- (c) Quality Control/Quality Assurance.

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 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.

D6.2 The Consultant 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 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.

D6.4 A Consultant who violates any provision of D6 may be determined to be in breach of Contract.

SUBMISSIONS

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, 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.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$2,000,000 per claim and \$4,000,000 in the aggregate.
- D8.2.1 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) and D8.2(c).
- 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 D8.8.
- 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 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; and
 - (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 Further to D9.1 and D9.2, the Consultant shall be prepared to commence Services immediately upon award of the Contract.
- D9.4 The City intends to award this Contract by June 2017.