



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 313-2020**

**PROFESSIONAL CONSULTING SERVICES FOR THE DEVELOPMENT OF A  
LEVELS OF SERVICE FRAMEWORK FOR THE WATER AND WASTE  
DEPARTMENT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR THE DEVELOPMENT OF A LEVELS OF SERVICE FRAMEWORK FOR THE WATER AND WASTE DEPARTMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 9, 2021.

B2.2 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 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.

B3.4 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.

B3.5 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.

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

B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **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.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
  - (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; and
  - (d) Project Schedule (Section F) in accordance with B12.
- 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 Proposal format, including number of pages, size of pages 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 proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- 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 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: Bid/Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid/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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 13 of Form A: Bid/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;
  - (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: Bid/Proposal should be entered 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 Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.5 Notwithstanding C11.1, 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.

B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B8.6.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D12. Any such costs shall be determined in accordance with D12.

## **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 programming; design, management of the project and contract administration services on three projects of similar complexity, scope and value. Only the first three projects will be evaluated.

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; where the original contracted cost and final cost differ, the Proponent should submit an explanation;
- (d) schedule (anticipated project schedule and actual project delivery schedule); where the anticipated Project schedule and the actual project delivery schedule differ, the Proponent should submit an explanation;
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B9.3 Projects listed in B9.1(a) should demonstrate the following:

- (a) familiarity with business processes for municipal program delivery relevant to Levels of Service and Key Performance Indicators;
- (b) development of a Level of Service (LOS) framework along with specific metrics, including:
  - (i) Key Service Attributes;
  - (ii) LOS Statements;
  - (iii) Performance Measures; and
  - (iv) Key Performance Indicators;
- (c) ability to complete research and analysis including facilitating effective information gathering workshops;
- (d) experience related to developing methodologies to determine cost of service delivery; and
- (e) experience developing communication and engagement strategies.

B9.3.1 Where applicable, information should be separated into Proponent and Subconsultant project listings with three projects indicated for each firm.

B9.4 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.

B10.2 Identify the following Key Personnel assigned to the Project:

- (a) project manager;

- (b) assistant project manager; and
- (c) personnel involved in workshop facilitation, data review and analysis, communication and engagement strategy development and other key areas.

B10.3 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, managers of the key disciplines, lead designers and public engagement professionals. 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.

B10.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, 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;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project); and
- (e) Other sources not named in references may be contacted to verify the qualifications, work experience, past projects, applicability of the role, etc.

## **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 municipal service delivery;
- (c) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
- (d) the proposed Project budget;
- (e) the activities and services to be undertaken by the City as well as equipment and supplies to be provided by the City;
- (f) all significant assumptions and interpretations related to the Scope of Services;
- (g) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>; and
- (h) any other issue that conveys your team's understanding of the Project requirements including other insight, proposed usage of innovation, or identification of risks related to the Scope of Service that demonstrates the Proponents suitability to, and knowledge of, the work required for this project.

- B11.5 Further to B11.4(c), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.
- B11.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.6.
- B11.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B11.9 For each person identified in B10.2, list the percent of the person's overall time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

## **B12. PROJECT SCHEDULE (SECTION F)**

- B12.1 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.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated for the various components of the Project. Reasonable times should be allowed for completion of these processes.

## **B13. DISCLOSURE**

- B13.1 Various Persons provided information or services with respect to this RFP. 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.
- B13.2 The Persons are:
- (a) N/A

## **B14. CONFLICT OF INTEREST AND GOOD FAITH**

- B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:
- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;



- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project;  
or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

**B14.3** In connection with its Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

**B14.4** Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

**B14.5** Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

**B14.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar 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; and
  - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- 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 Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- 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 11 of Form A: Bid/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 Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

**B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

**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, 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) 15%
- (d) Experience of Proponent and Subconsultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 30%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 5%

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 qualified.

B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D5.2.

- B21.7 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, in accordance with B9.
- B21.8 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, in accordance with B10.
- B21.9 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, in accordance with B11.
- B21.10 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.11 Notwithstanding B21.1(d) to B21.1(g), 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.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

## **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 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 qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D12 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 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.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent 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 2017-03-24) 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](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

#### D2. PROJECT MANAGER

D2.1 The Project Manager is:

Cynthia Wiebe, P.Eng.

Telephone No. 204 986-5210

Email Address: [cwiebe@winnipeg.ca](mailto:cwiebe@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.

#### D3. BACKGROUND

D3.1 At the City of Winnipeg, an Asset Management Policy was approved by Council in 2015, making asset management a core business function. Since this time, there have been many advancements in order to adopt a more customer focused service delivery. Several documents have since been published and approved by Council, including:

- 2018 City Asset Management Plan
- 2018 State of the Infrastructure Report
- City of Winnipeg 2020 Infrastructure Plan

As per the City of Winnipeg Asset Management Policy, there is a requirement for the City of Winnipeg to establish Levels of Service (LOS) in order to define the level to which front-line infrastructure supported services will be delivered.

The Asset Management Program Page, which includes the abovementioned documents, is located at the following link: <https://www.winnipeg.ca/infrastructure/asset-management-program/default.stm>

The 2018 City Asset Management Plan highlighted the need to establish LOS for each department. To date, the majority of the established performance indicators are asset or technical indicators; the aim is to transition to a more customer-centric based framework in order to put the needs of the customer at the center of all decision making. The City Asset Management Plan also includes known LOS and their current and expected trends.

Since 2010, the City of Winnipeg has published a Community Trends and Performance Report as part of the annual Capital Budget process. This report includes high-level Customer LOS, which are currently used during investment planning processes. This report is located at the following link: [https://www.winnipeg.ca/finance/documents\\_page.stm#Budgets](https://www.winnipeg.ca/finance/documents_page.stm#Budgets)

D3.2 The Water and Waste Department (WWD) is the first department to begin the process of establishing LOS for its core services. The core services provided by the WWD are divided into four utilities:

- Water Utility: Water Supply and Treatment; Water Distribution
- Sewer Utility: Wastewater Collection; Wastewater Treatment
- Land Drainage Utility: Flood Control; Land Drainage

- Solid Waste Utility: Solid Waste Collection; Solid Waste Disposal; Recycling and Waste Diversion

D3.3 Establishing LOS is foundational to developing an asset management program that balances costs, opportunities and risks against the desired LOS in alignment with organizational goals and objectives. Having a clearly defined LOS framework allows strategic objectives to be linked with customer expectations and the technical performance of an asset. It also allows staff to use target levels of service as a baseline during lifecycle analysis and to evaluate the impacts of changes to LOS.

D3.4 Project Scope Context

D3.4.1 This project has two primary goals:

- (a) to develop a holistic and comprehensive LOS framework, with associated tools, that define both customer and technical LOS for the City of Winnipeg. The framework should outline a repeatable process, and be sufficiently detailed, to allow the City to use the same process to establish LOS for all services the City provides.

This work will include the development of:

- Key Service Attributes;
- Level of Service Statements;
- Performance Measures; and
- Key Performance Indicators.

Once accepted by the WWD and Corporate Asset Management Office, the framework and accompanying strategies will be used to develop LOS for other departments and begin the communication and engagement activities with Council and the public.

- (b) applying the framework, develop proposed customer and technical LOS, as indicated above, for the Water and Waste Department's core services.

D3.4.2 Prior to formal adoption, each department's LOS must be approved by Council.

D3.4.3 The WWD recognizes that formal adoption of departmental LOS will require consultation with Council and Senior Management as well as public engagement. These processes, while critical, are outside the scope of this project. Developing the LOS framework is the first step towards achieving the overarching goal of defined, city-wide, levels of service.

#### **D4. GENERAL REQUIREMENTS**

D4.1 Project Deliverables

D4.1.1 Where possible, all documents provided as PDF shall be in a single electronic file and searchable.

D4.1.2 All draft and final deliverables shall be submitted in both native format (MS Word, MS Excel, MS Project etc.) and PDF.

D4.1.3 Unless otherwise stated, all draft document submittals shall include one (1) hard copy and one (1) electronic copy.

D4.1.4 Unless otherwise stated, all final document submittals shall include three (3) hard copies and one (1) electronic copy.

D4.1.5 All deliverables shall have incorporated the Consultant's internal quality control procedures and shall be submitted in a substantially completed draft format for review prior to submittal as a final document.

- (a) Ten (10) Working Days prior to all report submission dates, issue one preliminary electronic copy of the report to the City Project Manager for quality review. Within three (3) Working days after receiving the document the City's Project Manager will either accept the document for submission or reject the document. In the event of document rejection, the Consultant will correct quality issues and resubmit the



document. The document will not be issued for review to the Project Team until the City's Project Manager's quality review is satisfied.

- (b) All City review comments shall be considered and incorporated into the final version, if applicable.

## **D5. SCOPE OF SERVICES**

- D5.1 The Services required under this Contract shall consist of the development of a LOS Framework for the core service areas of the WWD listed in section D3.2 in accordance with the following:
  - (a) Project Management;
  - (b) Levels of Service Framework;
  - (c) WWD Level of Service Development;
  - (d) Procedure for Developing LOS;
  - (e) Implementation Plan; and
  - (f) Summary Report and Presentation.
- D5.2 The funds available for this Contract are \$185,000.
- D5.3 Project Management
  - D5.3.1 Describe methods to be used for quality control and to monitor and complete the project on time and within budget. Identify any programs, procedures, systems, or techniques used to demonstrate sophisticated levels of management, cost control or quality control normally used or proposed to be used for the project.
  - D5.3.2 The Consultant will be responsible to manage the project and report project status in accordance with the City's Project Management Manual and corresponding templates.
  - D5.3.3 Schedule and lead a project kick-off meeting within two weeks of award to review the project scope of work, schedule and project team. Provide meeting agenda two (2) business days prior to the meeting and meeting minutes within one (1) week after the meeting date.
  - D5.3.4 Coordinate regular project meetings and provide minutes within one (1) week of the meeting. The meetings shall be used to update the City's Project Manager on the status of the project and to discuss other project concerns and issues.
  - D5.3.5 Coordinate the workshops with City staff as outlined in D5.5.4.
  - D5.3.6 Coordinate and conduct a final meeting to present results and discuss lessons learned, recommendations and next steps.
  - D5.3.7 Throughout the duration of the project, provide monthly project status reports (scope, schedule, and cost) as well as an earned value analysis summary. No invoices will be paid until these reports have been received and approved by the City's Project Manager.
  - D5.3.8 A maximum of 85% of the total fee for the "Project Management" task will be paid prior to the acceptance of the draft Summary Report. The remaining 15% of the payment will be made upon acceptance of the final Summary Report.
- D5.4 Levels of Service Framework
  - D5.4.1 The Consultant will complete a best practice review in order to recommend a framework to be adopted by WWD. This will include a review of international best practices related to LOS for each of the service categories. The Consultant will provide recommendations and examples of key service attributes, LOS statements, and customer and technical performance measures and key performance indicators.

- D5.4.2 The Consultant will work with the Project Manager, along with the Corporate Asset Management Office, to determine the preferred framework to be used by the City of Winnipeg.
- D5.4.3 Outcomes of the best practice review, complete with a comparison of benchmarks with comparable municipal organizations, shall be summarized in a Technical Memorandum and shall be approved by the Project Manager prior to completion of the remaining elements of the Scope of Services.
- D5.4.4 A maximum of 85% of the total fee for the “Levels of Service Framework” task will be paid prior to the acceptance of the draft Summary Report. The remaining 15% of the payment will be made upon acceptance of the final Summary Report.
- D5.5 WWD Level of Service Development
- D5.5.1 The Consultant will apply the framework developed in D5.4 to propose customer and technical LOS metrics for the WWD.
- D5.5.2 Emphasis should be placed on aligning LOS with data that is currently collected and services currently being delivered.
- D5.5.3 At a minimum, for each core service area identified in D3.2, proposed LOS will be established and will include:
- (a) Key Service Attributes that outline both customer and technical considerations. These attributes are to be developed for each service area and will provide the structure for the LOS framework as well as a basis for creating LOS statements for each service attribute.
  - (b) LOS Statements are to be developed that focus on the current provision of services, clearly define the LOS requirements and are easily understood by all stakeholders. LOS statements should allow for the development of performance measures.
  - (c) Following the development of LOS Statements, customer and technical performance measures are to be established for each LOS statement and service attribute. Measures should be SMART (specific, measurable, achievable, relevant and time-bound) to ensure that LOS goals are being achieved. The measures are defined as follows:
    - (i) Customer Measures: focus on how the customers receive the service and whether the organization is adding value to the customer.
    - (ii) Technical Measures: evaluate performance from a technical perspective.
  - (d) Once performance measures have been established, Key Performance Indicators (KPIs) will be created to aid in the reporting and management of each service area.
- D5.5.4 The Consultant will host workshops for each core service area to lay the groundwork for the development of LOS. As a result of the workshop, the Consultant shall collect and analyze data from each of the core service areas to incorporate in their development of LOS.
- (a) The workshop format will be approved in advance by the Project Manager.
  - (b) The Consultant will base their cost estimate on the provision of one-half day workshop for each utility.
    - (i) The Consultant should, based on their professional experience, propose additional workshops that they deem necessary in order to meet the Scope of Services.
    - (ii) The Consultant shall identify these costs as value added extras in their fees.
- D5.5.5 The Consultant will provide an analysis and recommendations regarding data and information that is currently collected by the WWD. The Consultant will also identify any information/data gaps and make recommendations to collect additional information as required.

- D5.5.6 For each utility area, the Consultant will provide a draft LOS framework to the Project Manager as a project deliverable. The Consultant will host a workshop to present and discuss the draft findings to the Project Team and the Division Managers for the purpose of validating and modifying, where necessary, the proposed direction and content of the framework. Following the workshop, the Project Manager will return one copy of the draft framework with comments that, along with feedback from the workshop, should be incorporated into the Summary Report.
- D5.5.7 A maximum of 85% of the total fee for the “WWD Level of Service Development” task will be paid prior to the acceptance of the draft Summary Report. The remaining 15% of the payment will be made upon acceptance of the final Summary Report.
- D5.6 Procedure for Developing LOS
- D5.6.1 The Consultant shall provide a Procedure for Developing LOS that will serve as a guidance document for other departments at the City of Winnipeg when establishing their LOS.
- D5.6.2 The Procedure will include the roadmap that was used for establishing the WWD LOS and a documented step-wise process that can be followed for other departments at the City of Winnipeg in the future.
- D5.6.3 The Consultant shall provide editable templates that can be used by the City of Winnipeg to establish LOS in other departments.
- D5.6.4 A draft Procedure for Establishing LOS shall be submitted to the Project Manager for the purpose of review and comment. The Project Manager will return one copy with comments for inclusion in the final Summary Report.
- D5.6.5 A maximum of 85% of the total fee for the “Procedure for Developing LOS” task will be paid prior to the acceptance of the draft Summary Report. The remaining 15% of the payment will be made upon acceptance of the final Summary Report.
- D5.7 Implementation Plan
- D5.7.1 Developing proposed LOS is the first step to aligning with current departmental service delivery practices. Fully implementing LOS, however, requires additional steps to cost, communicate and approve the proposed LOS. The purpose of the Implementation Plan is to provide a roadmap and structured guidance, based on the Consultants experience, that the department can use to plan next steps for operationalizing LOS. Defining an Implementation Plan will include, at a minimum:
- (a) Monitoring and Reporting LOS;
  - (b) Methodology to Determine Cost of Service Delivery; and
  - (c) Communication and Engagement Strategies.
- D5.7.2 Monitoring and Reporting LOS
- As part of the Implementation Plan, the Consultant will report on both the current and proposed future state for how LOS is operationalized within WWD. This will include, at a minimum:
- (a) clearly indicating which LOS are already operationalized and measured and develop a plan to operationalize and measure those that are not;
  - (b) propose actions to be undertaken, and associated costs, for tracking and reporting on levels of service for the WWD; and
  - (c) a detailed roadmap for commencement of measurement and reporting, including structure of reporting and recommended methods of reporting.
- D5.7.3 Methodology to Determine Cost to Service Delivery
- Costs to deliver defined Levels of Service is an important consideration for municipalities when setting LOS targets; however, these can be difficult to quantify. Balancing whole life asset costs with service delivery and risk, when faced with competing priorities for capital

and operating funds, is a fundamental principle of asset management and must be understood in the context of LOS discussions. The Consultant will provide a guidance document/strategy outlining how the WWD could develop a cost model, allowing the department to define the full cost of service delivery and inform discussions on cost to level of service trade-offs. This will include, at a minimum:

- (a) a review of models and information used by other municipalities and a recommendation for the data that WWD would require to develop a LOS cost model;
- (b) a review of the current data sources the WWD uses to capture total asset costs that would be available to feed into a cost model;
- (c) an analysis and recommendation of how the WWD can best leverage data and information currently captured, and a gap analysis of data and information that is required but not currently available, in order to develop a cost model; and
- (d) recommending a strategy for the WWD to develop a cost model.

Determining the actual costs to deliver the identified LOS for the WWD is out of scope for this project.

#### D5.7.4 Communication and Engagement Strategies

Further to D3.4, while Council and public engagement are out of scope for this project, it is essential to plan for these critical activities by developing a roadmap and outlining strategies to enable effective communication and engagement with both internal and external stakeholder groups.

- (a) Collaborating with City communications teams, the Consultant shall prepare a Council Engagement Strategy that, from their experience, details an approach to guide the Department in engaging Council in LOS discussions. The objective of Council engagement is to provide the information required to allow Council to make informed decisions related to LOS targets.
- (a) Collaborating with the City's Office of Public Engagement, the Consultant shall prepare a Public Engagement Strategy to guide engagement with internal and external stakeholder groups for each of the utility areas listed in D3.2. The objective of public engagement is to allow the WWD to better understand customer and community priorities and desired outcomes. Public engagement will allow stakeholders to provide feedback, which will help the Public Service shape a LOS framework.

The Public Engagement Strategy shall be developed in accordance with the Public and Stakeholder Engagement Requirements from the Office of Public Engagement <https://www.winnipeg.ca/publicengagement/contact.stm> and will, at a minimum:

- (i) define the objectives of public engagement and outline key stakeholders and their roles in the decision-making process;
  - (ii) outline what input is needed from the public and stakeholders. This will inform the approach to public engagement and support the development of a strategy;
  - (iii) outline what information is needed by the public and stakeholders to provide meaningful input. This will inform the approach to public engagement, support the development of the strategy, and support the development of future public engagement materials;
  - (iv) include a general approach and plan, including techniques, processes and mechanisms, for public and stakeholder engagement;
  - (v) recommend the level and frequency of engagement; and
  - (vi) estimate internal personnel and financial resources required to deliver engagement.
- (b) A draft Communication and Engagement Strategy shall be submitted to the Project Manager for the purpose of review and comment. The Consultant will present and discuss the draft findings to the Project, Communications and Public Engagement teams for the purpose of validating and modifying, where necessary, the proposed

direction and content of the strategies. Following the workshop, the Project Manager will return one copy with comments for inclusion in the Summary Report.

(c) Execution of Council and Public Engagement is out of scope for this project.

D5.7.5 A maximum of 85% of the total fee for the "Implementation Plan" task will be paid prior to the acceptance of the draft Summary Report. The remaining 15% of the payment will be made upon acceptance of the final Summary Report.

## D5.8 Summary Report and Presentation

D5.8.1 The Consultant will provide a report summarizing the results of the project. The report should, at a minimum, include the following elements:

- (a) Executive summary;
- (b) Introduction;
- (c) Level of Service Frame;
- (d) WWD LOS Metrics;
- (e) Procedure for Developing LOS;
- (f) Implementation Plan;
- (g) Conclusion, including lessons learned and next steps/recommendations for the WWD; and
- (h) Copies of LOS tables, documents, and templates included as appendices to the report

D5.8.2 The Consultant will provide one (1) hard copy and one (1) electronic copy of the draft Summary Report to the Project Manager for the purpose of review and comment. The Project Manager will return one copy with comments for inclusion in the Final Report.

D5.8.3 Within thirty (30) days of receiving the comments, the Consultant will provide six (6) hard copies and one (1) electronic copy of the completed document to the Project Manager as the Final Report.

D5.8.4 The Consultant will include, as part of the final deliverables, a hard drive including the following: all electronic copies of reports, technical memoranda and attachments, all WWD LOS Tables as per D5.5.6 and LOS documents, as per D5.5.7.

D5.8.5 The Consultant is to provide a final presentation of the results to the WWD following the completion of the summary report.

D5.8.6 Payment for the Summary Report document shall be as follows:

- (a) 50% upon acceptance of the draft Summary Report;
- (b) 50% upon acceptance of the final Summary Report and completion of the final presentation.

## D6. DEFINITIONS

D6.1 When used in this Request for Proposal:

- (a) "**City**" means The City of Winnipeg;
- (b) "**City's Project Manager**" means the City's Project Manager identified in D2 unless stated otherwise;
- (c) "**Department**" means the City of Winnipeg Water and Waste Department;
- (d) "**Key Personnel**" means an individual designated in a Proponent's Proposal Submission to perform a lead role in one or more of the proposed key organizational positions indicated in this RFP for the Proponent or its team members;
- (e) "**LOS**" means Level of Service;
- (f) "**WWD**" means Water and Waste Department;

## 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 \$250,000 per claim and \$500,000 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 any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D8.2(a) and D8.2(b).

D8.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).

- D8.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any 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 D8.9.
- D8.7 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.
- D8.8 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.
- D8.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D9. COMMENCEMENT**

- D9.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D9.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the insurance specified in D8.
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by June 7, 2021.

### **D10. CRITICAL STAGES**

- D10.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submit draft summary report by October 31, 2021, unless agreed to by the Project Manager.

### **D11. COVID-19 SCHEDULE DELAYS**

- D11.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager.
- D11.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D11.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D11.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay

declare the additional delay and shall provide sufficient evidence as indicated in D11.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D11.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.

D11.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

### THIRD PARTY AGREEMENTS

#### D12. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D12.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D12.2 Further to D12.1, in the event that the obligations in D12 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C7.

D12.3 For the purposes of D12:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D12.4 Modified Insurance Requirements

D12.4.1 If not already required under the insurance requirements identified in D8, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.

D12.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D12.4.3 Further to D8.6 insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D12.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D12.5 Indemnification By Consultant

D12.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of



Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

#### D12.6 Records Retention and Audits

D12.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D12.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D12.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D12.7 Other Obligations

D12.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D12.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D12.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D12.8 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.