



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 801-2020**

**PROFESSIONAL CONSULTING SERVICES FOR AN ADVANCED WATER  
METERING SOLUTION BUSINESS CASE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR AN ADVANCED WATER METERING SOLUTION BUSINESS CASE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 25, 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 D7 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 D18. Any such costs shall be determined in accordance with D18.

## **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 business case services leading to a successful advanced metering implementation on two projects for municipalities of similar size to that of the City of Winnipeg.
  - (i) If more than two projects are submitted, only the first two referenced 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;
- (d) project schedule (anticipated Project schedule and actual project delivery schedule);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).
  - (i) References should have worked directly on the projects described, such as project manager or owner's representative.
  - (ii) References may be used to confirm the information provided in the proposal.
  - (i) Other sources not named in the references may be contacted to verify information provided.

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the Project.

- (a) Identify by name all personnel with over 5% of the total project hours.
- (a) Clearly identify Subconsultants to be engaged by the Proponent on the organizational chart.

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

- (b) the Proponent's project manager;
- (c) the financial lead; and
- (d) the meters specialist.

B10.2.1 Include the following for each of the Key Personnel:

- (a) educational background and degrees;
- (b) professional recognition;

- (c) job title;
  - (d) years of experience in current position; and
  - (e) years of experience in field of expertise.
- B10.2.2 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.
- B10.2.3 For each Key Personnel 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 Personnel is included in B9, provide only the project name and the role of the Key Personnel. For other projects provide the following:
- (a) description of project;
  - (b) role of the person;
  - (c) project owner; and
  - (d) reference information (two current names with telephone numbers and email addresses per project).
    - (i) References should have worked directly on the projects described, such as the Project Manager or Contract Administrator.
    - (ii) References may be utilized to verify the information provided in the Proposal.
    - (iii) Other sources not named in the references may be contacted to verify information provided.
- B10.2.4 If a Key Personnel is assigned to multiple roles (as identified in the organizational chart referred to in B10.1.1), two (2) comparable projects as detailed in B10.2.3 are required for each role of the Key Personnel.

## **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. The methods shall include:
- (a) activities to be performed either by the Proponent's employees or by Subconsultants at an office located outside of the Province of Manitoba. Identify proposed arrangements (i.e. conference calls, webinars, travel, communication protocol, etc.) involving out-of-town employees to participate in coordination and review functions; and
  - (b) the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.2 Proposals shall include:
- (a) the methodology that the Proponent intends to use to carry out the Scope of Services;
    - (i) the methodology should be presented in accordance with the Scope of Services identified in D7 – Scope of Services.
  - (b) the Proponent's team's understanding of the broad functional and technical requirements;
  - (c) the work activities related to the Scope of Services;
  - (d) the Deliverables associated with the Scope of Services;
  - (e) all significant assumptions and interpretations related to the Scope of Services; and
  - (f) any other insight, proposed usage of innovation, or identification of risks related to the Scope of Services that demonstrates the Proponent's suitability to the Project.
- B11.3 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D7 - Scope of Services.
- B11.3.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.



- B11.3.2 For each Key Personnel identified in B10.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D7.
- B11.3.3 Consultants may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.3.
- B11.3.4 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

## **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 identified in D7.
- B12.2 Further to B12.1, the Proponent's schedule should reflect:
- (a) the critical stages listed in D16;
  - (b) City review requirements;
  - (c) Project meetings frequencies; and
  - (d) submission dates for required Deliverables.

## **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) Utiliworks Consulting, LLC.  
Prepared an AMR/AMI Business Case in 2011.

## **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 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) 20%
- (d) Experience of Proponent and Subconsultant; (Section C) 25%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 23%
- (f) Project Understanding and Methodology; and (Section E) 30%
- (g) Project Schedule. (Section F) 2%

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(d), Experience of Proponent and Subconsultants (Section C) will be evaluated considering the information provided in response to B9, including but not limited to the following criteria:
- (a) similarity of the Proponent's past referenced projects to this Project; and
  - (b) performance of the Proponent on past referenced projects included in the RFP and any City projects including to but not limited to:
    - (i) adherence to project budget;
    - (ii) adherence to project schedule; and
    - (iii) overall satisfaction with the Proponent.
- B21.7 Further to B21.1(e), Experience of Key Personnel Assigned to the Project (Section D) will be evaluated considering the experience and qualifications of the Consultants and Subconsultant personnel on projects of comparable size and complexity, considering the information provided in B10, including but not limited to the following criteria:
- (a) appropriateness of related years of experience of the Key Personnel;
  - (b) relevancy of experience of the Key Personnel;
  - (c) appropriateness of approach to overall team formation and coordination of team members.
- B21.7.1 Proposals that receive less than half the available evaluation points for Experience of Key Personnel Assigned to the Project (Section D) will be rejected in accordance with B21.3.
- B21.8 Further to B21.1(f), Project Understanding and Methodology (Section E) will be evaluated considering the information provided in response to B11, including but not limited to the following criteria:
- (a) appropriateness of the project management approach;
  - (b) consistency and completeness of the methodology;
  - (c) appropriateness of hours and personnel assigned to individual tasks;
  - (d) Proponent's understanding of the Project, including the deliverables, risks, and constraints; and
  - (e) demonstration of insight beyond the information presented in this RFP.
- B21.8.1 Proposals that receive less than half the available evaluation points for Project Understanding and Methodology (Section E) will be rejected in accordance with B21.3.
- B21.9 Further to B21.1(g), Project Schedule (Section F) will be evaluated considering the information provided in response to B12, including but not limited to the following criteria:
- (a) completeness of the Project schedule;
  - (b) appropriateness of the timelines provided; and
  - (c) logic and sequencing of the tasks.
- B21.10 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.
- B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.12 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 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.
- B22.9 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 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.

## 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

D1.1 The Project Manager is:  
Brandy Madrigga, Assistant Controller  
Telephone No. 204 986-6809  
Email Address: bmadrigga@winnipeg.ca

D2.1 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 The Water and Waste Department of the City of Winnipeg provides water and wastewater services to approximately 212,000 locations in its service area. Approximately 97% of water meters are direct read (non-encoder, non-pulsar) and installed in indoor locations due to climate. Industrial, commercial, and institutional (ICI) meters are read by meter readers on a quarterly basis. Residential customers provide quarterly readings and the utility attempts a company read annually.

D3.2 Utility Information:

- (a) 277 square kilometers (km<sup>2</sup>) of service area (Topography of Winnipeg is typical Canadian prairie with minimal relief);
- (b) 2,700 kilometers (km) of water service mains;
- (c) 215,000 water meters in total;
- (d) 11,000 ICI meters ranging in size from 5/8 inch to 10 inch sizes;
- (e) 300 ICI meters (included in D3.2 (d)) are 3" to 10" in size (included in D3.2 (c));
- (f) 25,500 residential multiple family meters (included in D3.2 (c));
- (g) 177,500 single family residential meters (included in D3.2 (c));
- (h) 6,210 AMR meters (included in D3.2 (c));
- (i) four primary meter manufactures in service.

D3.3 The average age of a residential meter in Winnipeg is 19.5 years and it is estimated that 60% of these meters are currently eligible for service.

D3.4 Winnipeg's new meter installations grow at an average of 2,200 annually and meter exchanges occur at an approximate rate of 5,000 per year.

#### D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) "**AMR**" means Automated Meter Reader which is the automated collection of readings from customers' meters to a remote central location. A one-way mode of collection where the



endpoint transmits the latest reading when a vehicle mounted unit or handheld unit requests the data.

- (b) "**AMI**" means Advanced Meter Infrastructure which is a system that collects time-differentiated consumption information and is capable of providing that information to the utility on at least a daily basis. A two-way communication with the meter interface unit.
- (c) "**AMS**" means Advanced Metering System which includes Automated Meter Reader and Advanced Meter Infrastructure;
- (d) "**AACE**" means the Association for the Advancement of Cost Engineering
- (e) "**Class 3 Estimate**" means an estimate used to for budget authorization. The maturity level of the final overall design deliverables shall range from 10 percent to 40 percent. The typical costing methodology shall be semi-detailed unit costs with assembly level line items. The expected low to high variation in the accuracy range based on the complexity and remoteness of this Work shall be minus 20 percent to plus 30 percent with an 80 percent confidence interval;
- (f) "**Class 5 Estimate**" means an estimate used to for concept screening assessment of different systems. The maturity level of the final overall design deliverables shall range from up to two percent. The typical costing methodology shall be factored for capacity, parametric models, analogy or judgement. The expected low to high variation in the accuracy range based on the complexity and remoteness of this Work shall be minus 50 percent to plus 100 percent with an 80 percent confidence interval;
- (g) "**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;
- (h) "**WRF**" means the Water Research Foundation
- (i) "**MIU**" means Meter Interface Unit
- (j) "**MDMS**" means Meter Data Management System used to store the readings and other metering data received from the AMI system.
- (k) "**Cloud Computing**" means an advanced, cloud-based smart metering infrastructure for distribution of grid services and automation.

## **D5. RELEVANT DOCUMENTS**

- D5.1 Relevant documents available by request to the Project Manager after completion of a Non-Disclosure Agreement. These documents will be released at the sole discretion of the City. A list of the available documents is included in Appendix B – Relevant Documents. The Non-Disclosure Agreement can be found in Appendix C – Non-Disclosure Agreement.

## **D6. GENERAL REQUIREMENTS**

- D6.1 General Requirements for Consultant
  - D6.1.1 Progress estimates, completion certificates, and other reports related to the technical aspects of this Project shall be endorsed by the Consultant's Representative in a manner acceptable to the City.
  - D6.1.2 The Consultant shall, at a minimum, utilize the most current industry standard sustainable practices and conform to the latest codes, standards, regulations, and legislative requirements in effect. The Consultant shall liaise with the Project Manager on the application of codes and standards.
  - D6.1.3 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Project Manager. Experience and qualification as specified in B10 shall be submitted for all requested substitute(s) and replacement(s).

D6.1.4 The Consultant shall coordinate with outside agencies as required to perform the Services. The Consultant shall confirm with the Project Manager the agencies that are being contacted prior to doing so.

## D6.2 General Requirements for Project Deliverables

D6.2.1 Project Deliverables include but are not limited to the:

- (a) Recommended Metering Technology Technical Memorandum as detailed in D10.3.
- (b) Recommended Metering Implementation Strategy Technical Memorandum as detailed in D11.3;
- (c) Advanced Metering Solution Business Case as detailed in D12; and
- (d) Power Point Presentation as detailed in D12.4.1.

D6.2.2 All Project Deliverables are to be delivered with a document lifecycle approach.

D6.2.3 Where possible, include all documents in a searchable PDF format.

D6.2.4 Unless otherwise indicated, the review period for Project Deliverables shall be a minimum of fifteen (15) Business Days.

- (a) The City review of separate Project Deliverables shall not have overlapping timeframes.

D6.2.5 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.

- (a) All Deliverables shall be reviewed by representatives of the Consultant who is proficient in technical writing and technical drawings prior to being submitted to the City.
- (b) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City and shall not impact the timing of the Project schedule.

D6.2.6 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document.

- (a) Draft versions of written documents shall be submitted in Microsoft Word 2010 (.docx) native format.
- (b) All Deliverables shall be submitted to the Project Manager.
- (c) All City review comments shall be considered and incorporated into the final version, as applicable.

## D6.3 General Requirements for Meetings

D6.3.1 Schedule and chair Project meetings.

- (a) Provide an agenda within two (2) Business Days prior to the meeting date.
- (b) Provide meeting minutes using the City Project Management meeting template within five (5) Business Days of the meeting date.
- (c) Meetings shall be held at a location or virtually as agreed upon by the Project Manager and the Consultant.

## D7. SCOPE OF SERVICES

D7.1 The Services required under this Contract shall consist of compiling information and preparation of a business case for the implementation of an advanced metering solution for the City of Winnipeg. The Services required under this Contract shall consist of the following phases:

- (a) Project Management as outlined in D8;
- (b) Historical Information Review and Stakeholder Engagement as outlined in D9;

- (c) Evaluation of Current and Emerging Advanced Metering Technologies as outlined in D10;
- (d) Evaluation of Implementation Strategy as outlined in D11; and
- (e) Preparation of an Advanced Metering Solution Business Case as outlined in D12.

D7.2 The Services required under D7.1 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D7.3 The pre-bid estimate for this Contract is \$267,000.

## **D8. PROJECT MANAGEMENT**

D8.1 Plan, organize, secure, and manage resources to complete the phases outlined in D9 to D17.

D8.2 The City Project Manager has prepared a project management plan. Review and update the project management plan no later than fifteen (15) Business Days after Project award. The project management plan includes:

- (a) Scope and Schedule
  - (i) Include the information required in B12.
  - (ii) Provide a Deliverable based Work Breakdown Structure (WBS) that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, Deliverables, etc).
  - (iii) Provide a Project schedule, listing all Project activities and milestones. Identify responsibilities, timelines, and dependencies for all activities and milestones
  - (iv) The approved schedule will be used as the Project baseline throughout the Project.
  - (v) Update and included the Project schedule with each Consultant Progress Report as described in D8.3. The updated Project schedule to include the % Work Complete for each task.
- (b) Budget
  - (i) Include the information required in B9.
  - (ii) Include a description of the processes used to carry out earned value analysis such that the Project's performance can be measured against scope, schedule, and cost baselines.
- (c) Quality Management
  - (i) Describe quality management methods used to address quality planning, quality assurance, and quality control for the following:
    - field surveying procedures and controls;
    - data review, verification, and validation;
    - City reviews;
    - corrective action process; and
    - quality assurance and control of Deliverables.
- (d) Human Resources
  - (i) Describe the team organizational and management approach.
  - (ii) Include an organizational chart.
- (e) Communication
  - (i) Describe communication interfaces (organizational, technical, and interpersonal) and the roles and responsibilities of each stakeholder.

- (ii) Identify the processes that will be used to liaise with the City throughout the provision of the Services and to provide ample opportunity for input and review by the City's Project team.
  - (f) Change Management Plan
    - (i) Identify the schedule, quality, and budget impacts of any proposed changes.
  - (g) Quality Assurance and Control Plan
    - (i) Establish appropriate levels of review and approvals for all Project Deliverables.
  - (h) Risk Management Plan
    - (i) Update the risk management plan identifying risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan, and associated costs to manage risks.
    - (ii) The risk management plan shall be documented using the City's spreadsheet template located on the City's Asset Management Program website located at: <https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>. A draft risk management plan has been prepared by the City and will be provided to the Consultant.
    - (iii) Outline process for updating the risk management plan in various phases of the Project.
- D8.3 Issue Consultant Progress Reports every sixty (60) Calendar Days after the pre-commencement meeting up to the completion of the Project.
- D8.3.1 The Consultant Progress Reports template is available on the City of Winnipeg Documents for City Asset Management Program website (<https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>).
- D8.3.2 If critical stages outlined in D16 are not achieved, submit Consultant Progress Reports every thirty (30) Calendar Days until the deliverables indicated in D12 are approved by the City. No additional fees will be contemplated for additional Consultant Progress Reports.
- D8.4 Coordinate regular monthly Project meetings and provide minutes. The meetings shall be used to update the Project Manager on the status of the Project, review the deliverables, and to discuss other project management issues.
- D8.4.1 The meeting minutes template is available on the City of Winnipeg Documents for City Asset Management Program website (<https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>).
- D8.4.2 Schedule all of the regular monthly Project meetings within five (5) days of the pre-commencement meeting.
- D8.4.3 If critical stages outlined in D16 are not achieved, regular Project meeting frequency shall increase to every two weeks. No additional fees will be contemplated for additional meetings.
- D8.4.4 The frequency of meetings may vary based upon the level of project activity.
- D8.5 In addition to the regular Project meetings detailed in D8.4, schedule and chair the following meetings:
  - (a) pre-commencement meeting – to be scheduled immediately upon award of the Project;
  - (b) stakeholder workshop (as described in D9.3);
  - (c) meeting to review the draft technical memorandum for the recommended metering technology (as described in D10.3.2);
  - (d) meeting to review the draft technical memorandum for the recommended metering implementation strategy (as described in D11.3.2);

- (e) meeting to review the draft advanced metering solution business case (as described in D12.3.2);
- (f) meetings to present the findings of the advanced metering solution business case (as described in D12.4.2) to:
  - (i) the Water and Waste Department Management Team; and
  - (ii) a Council Seminar, comprising Council Members and the Mayor.

D8.5.1 Meetings can be combined if appropriate.

## **D9. HISTORICAL INFORMATION REVIEW AND STAKEHOLDER ENGAGEMENT**

D9.1 Review and evaluate the current state of the Water and Waste Department infrastructure and operations to be impacted by an advanced metering initiative. Evaluation will determine the challenges and opportunities to be addressed when selecting an advanced metering solution.

D9.2 Review all pertinent background information including, but not limited to:

- (a) rate information;
- (b) existing meter inventory;
- (c) population & density;
- (d) topography;
- (e) City infrastructure;
- (f) previous City of Winnipeg AMS business case including the proposed solution and cost estimate;
- (g) the City's AMR River Heights Pilot Project summary;
- (h) Water Supply and Consumption Summary Report (2019);
- (i) Water Demand Projection Model TM#1 (C3 WATER INC. 2018);
- (j) Water Research Foundation (WRF) Project 4583 Planning and Implementing CIS and AMR/AMI Projects (2016); and

D9.2.1 Make a request to the City Project Manager for any additional information required for the completion of this assignment. Allow two weeks for the City Project Manager to provide the requested information.

D9.3 Conduct a stakeholder workshop with City personnel.

D9.3.1 The purpose of the stakeholder workshop is to determine and evaluate the current state of the Water and Waste Department infrastructure and operations to be impacted by an advanced metering initiative. Evaluation will determine the challenges and opportunities to be addressed when selecting an advanced metering solution. Topics to be discussed include but are not limited to:

- (a) current billing system;
- (b) current staffing;
- (c) current means of collecting customer readings;
- (d) current service order management;
- (e) inventory management; and
- (f) customer relationship management.

D9.3.2 The stakeholder workshop to be a minimum duration of 3.5 hours.

D9.3.3 Provide minutes of the stakeholder workshop within fifteen (15) Business Days of completion of the workshop.

## **D10. EVALUATION OF CURRENT AND EMERGING ADVANCED METERING TECHNOLOGIES**

- D10.1 Provide all necessary services as required to prepare a technical memorandum for the evaluation of current and emerging metering technologies.
- D10.2 Investigate a minimum of three types of current and emerging metering technologies. Technologies to be investigated include but are not limited to:
- (a) Drive by AMR;
  - (b) Fixed network AMR; and
  - (c) AMI Two-way (with optional abilities such as remote disconnect, distribution leak detection, and system pressure monitoring as examples).
- D10.2.1 For the metering technology investigated, provide, at a minimum:
- (a) a description of each metering technology;
  - (b) a life-cycle cost-benefit comparison between each metering technology;
    - (i) List all assumptions used to compile the life cycle costs; and
  - (d) a tabulated comprehensive list of pros and cons for each option, including financially immeasurable benefits such as but not limited to;
    - (i) ease of maintenance;
    - (ii) features that would benefit customers; and
    - (iii) features that may lead to indirect costs savings within the utility.
- D10.2.2 Make a recommendation as to the most advantageous metering technology.
- D10.3 Prepare and submit a technical memorandum based on the recommended metering technology determined in D10.2.
- D10.3.1 Prepare and submit the draft technical memorandum for review and acceptance by the City.
- D10.3.2 Conduct a meeting with the City Project team to discuss the draft technical memorandum approximately fifteen (15) Business Days following the submission of the draft technical memorandum.
- D10.3.3 Resubmit the final technical memorandum after incorporating City review comments and comments that arose during the review meeting in D10.3.2.

## **D11. EVALUATION OF METERING IMPLEMENTATION STRATEGIES**

- D11.1 Provide all necessary services as required to prepare a technical memorandum for the evaluation of metering implementation strategies for the metering technology recommended in D10.
- D11.2 Investigate a minimum of three types of metering implementation strategies.
- D11.2.1 For the metering implementation strategies investigated, provide, at a minimum:
- (c) a description of each metering implementation strategy;
  - (d) a life-cycle cost-benefit comparison between each metering implementation strategy;
    - (i) List all assumptions used to compile the life cycle costs; and
  - (b) a tabulated comprehensive list of pros and cons for each metering implementation strategy, including financially immeasurable elements, such as;
    - (i) disruption to customers;
    - (ii) environmental impact;
    - (iii) internal business processes;
    - (iv) health concerns; and

- (v) state of existing meters.
- D11.2.2 Make a recommendation as to the most advantageous metering implementation strategy.
- D11.3 Prepare and submit a technical memorandum based on the recommended metering implementation strategy determined in D11.2.
  - D11.3.1 Prepare and submit the draft technical memorandum for review and acceptance by the City.
  - D11.3.2 Conduct a meeting with the City Project team to discuss the draft technical memorandum approximately fifteen (15) Business Days following the submission of the draft technical memorandum.
  - D11.3.3 Resubmit the final technical memorandum after incorporating City review comments and comments that arose during the review meeting in D11.3.2.

## **D12. PREPARATION OF AN ADVANCED METERING SOLUTION BUSINESS CASE**

- D12.1 Provide all necessary services as required to prepare a business case for the recommended advanced metering solution and implementation strategy as determined in D10 and D11 respectively.
  - D12.1.1 The business case preparation is intended to:
    - (a) Provide an assessment of the impact of current meter reading practices and estimations to the overall operation of the Water and Waste Department;
    - (b) identify the opportunities and challenges to be addressed when implementing an advanced metering solution;
    - (c) Develop the scope and phasing of the advanced metering solution and implementation strategy defining what is to be included and/or excluded;
  - D12.2 The advanced metering solution business case shall, at a minimum:
    - (a) summarise the findings of sections D10, D11, and D12.
    - (b) provide of description of the recommended phasing and procurement process;
    - (c) provide a description of a recommended MDMS;
    - (d) provide a description and recommendation on Cloud Computing;
    - (e) provide an implementation schedule;
    - (f) provide a class 5 cost estimate for the implementation of the advanced metering solution Project.
    - (g) provide a class 3 cost estimate for the design and contract administration portion of the advanced metering solution Project.
    - (h) Provide an estimate of non revenue water (NRW) due to meter inaccuracy;
    - (i) calculate a payback period for the implementation of the advanced metering solution Project;
      - (i) List all assumptions for the payback period calculation; and
    - (j) evaluate the City's readiness to implement the recommended advanced metering solution using the WRF Project 4583 as a guide and complete the AMS project readiness assessment list in Table 4.2 of the report. When evaluating the readiness consider the impacts to the City's:
      - (i) information technology systems;
      - (ii) workforce (in-house or contract out);
      - (iii) business processes;
      - (iv) financing; and
      - (v) customers.

- D12.3 Prepare and submit the advanced metering solution business case.
  - D12.3.1 Prepare and submit the draft advanced metering solution business case for review and acceptance by the City.
  - D12.3.2 Conduct a meeting with the City Project team to discuss the draft advanced metering solution business case approximately fifteen (15) Business Days following the submission of the draft advanced metering solution business case.
  - D12.3.3 Resubmit the final advanced metering solution business case after incorporating City review comments and comments that arose during the review meeting in D12.3.2.
- D12.4 Present the findings of the advanced metering solution business case.
  - D12.4.1 Prepare a Power Point presentation based on the findings of the advanced metering solution business case.
    - (a) Prepare and submit the draft Power Point presentation for review and acceptance by the City.
    - (b) Resubmit the final Power Point presentation after incorporating City review comments.
  - D12.4.2 Utilising the finalized Power Point presentation, present the findings of the advanced metering solution business case to:
    - (a) the Water and Waste Department Management Team; and
    - (b) a Council Seminar, comprising Council Members and the Mayor.

## **SUBMISSIONS**

### **D13. AUTHORITY TO CARRY ON BUSINESS**

- D13.1 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.

### **D14. INSURANCE**

- D14.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D14.2 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 \$500,000 per claim and \$1,000,000 in the aggregate.

- D14.2.1 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.
- D14.3 The policies required in D14.2(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.
- D14.4 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 D14.2(a) and D14.2(b).
- D14.5 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 D14.2(a) and D14.2(c).
- D14.6 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 D14.9.
- D14.7 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.
- D14.8 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.
- D14.9 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**

### **D15. COMMENCEMENT**

- D15.1 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.
- D15.2 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 D13; and
    - (ii) evidence of the insurance specified in D14.
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D15.3 The City intends to award this Contract by Aug 6, 2021.

## **D16. CRITICAL STAGES**

- D16.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) submittal of the final Recommended Metering Technology Technical Memorandum as detailed in D10.3 within ninety (90) Calendar Days following the award of Contract;
  - (b) submittal of the final Recommended Metering Implementation Strategy Technical Memorandum as detailed in D11.3 within one hundred and fifty (150) Calendar Days following the award of Contract;
  - (c) submittal of the final Advanced Metering Solution Business Case as detailed in D12 within two hundred and ten (210) Calendar Days following the award of Contract; and
  - (d) Project completion within two hundred and fifty-five (255) Calendar Days following the award of Contract.

## **D17. COVID-19 SCHEDULE DELAYS**

- D17.1 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.
- D17.2 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.
- D17.3 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.
- D17.4 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 D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D17.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D17.6 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**

### **D18. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

- D18.1 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.
- D18.2 Further to D18.1, in the event that the obligations in D18 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.
- D18.3 For the purposes of D18:
- (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.

#### D18.4 Modified Insurance Requirements

- D18.4.1 If not already required under the insurance requirements identified in D14, 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.
- D18.4.2 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.
- D18.4.3 Further to D14.6 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.
- D18.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D18.5 Indemnification By Consultant

- D18.5.1 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.

#### D18.6 Records Retention and Audits

- D18.6.1 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.
- D18.6.2 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 D18.6.1 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.

#### D18.7 Other Obligations

- D18.7.1 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.
- D18.7.2 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.
- D18.7.3 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.
- D18.8 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.

## **APPENDIX A - DEFINITION OF PROFESSIONAL CONSULTING SERVICES**

## **APPENDIX B - RELEVANT DOCUMENTS**

## **APPENDIX C - NON-DISCLOSURE AGREEMENT**