



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 399-2024

**PROFESSIONAL CONSULTING SERVICES FOR WATER METER RENEWALS -
ADVANCED METERING SYSTEM**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR WATER METER RENEWALS - ADVANCED METERING SYSTEM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 3, 2024.

B2.2 The Consulting Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. PROPONENT'S CONFERENCE

B3.1 The Consulting Contract Administrator or an authorized representative will conduct a virtual Bidder's Conference meeting via Teams on August 9, 2024 at 10:00 am CST.

B3.1.1 Proponents are required to register for the Proponent's Conference by contacting the Consulting Contract Administrator identified in D2.

B3.2 Although attendance at the Proponent's Conference is not mandatory, the City strongly suggests that Proponents attend.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponent's Conference unless that information is provided by the Consulting Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.

B4.2 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 Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 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 Consulting Contract Administrator. 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.
- B5.2 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 Consulting Contract Administrator.

B6. ADDENDA

- B6.1 The Consulting Contract Administrator 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.
- B6.2 The Consulting Contract Administrator 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.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that they have 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.
- B6.5 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.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B8;
 - (b) Fees (Section B) in accordance with B9.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1 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.

- B7.4 Further to B7.2, 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.
- B7.5 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.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 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 their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2
- B8.3 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.
- B8.4 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 their 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 their duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 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.

B9. FEES (SECTION B)

- B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D6 Scope of Services.
- B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B9.3 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.
- B9.4 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.
- B9.5 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.
- B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.6.1 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 D21. Any such costs shall be determined in accordance with D21.

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, Project Management and contract administration services on two (2) projects of similar complexity, scope and value. The details should outline the experience and qualifications with the following:
- (i) Working with multiple water meter and Advanced Metering Infrastructure (AMI) technology suppliers;
 - (ii) Water AMI systems and related technology;
 - (iii) Water AMI system integration with other systems including billing/ Customer Information System (CIS) and other data-related systems;
 - (iv) Water AMI meter data analytics;
 - (v) Cities and households with aging infrastructure and where water meters are beyond end of life;
 - (vi) Locations where water meters are located internally in basements or crawl spaces;
 - (vii) Locations where AMI transmitter were installed outside with climate and weather similar to Winnipeg;
 - (viii) Canadian Cities; and
 - (ix) Private lead services.
 - (x) Services provided or experience as it relates to the Sustainable Procurement Program including environmental, ethical, social and indigenous.
 - (i) City's Sustainable Procurement can be found at [Sustainable procurement | City of Winnipeg](#)
- B10.2 For each project listed in B10.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;

- (c) project's original contracted cost and final cost;
 - (i) variances to cost should be related to B10.2(e)
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (i) variances to schedule should be related to B10.2(e)
- (e) project issues and challenges and how the Proponent dealt with them, such as, but not limited to budget, schedule, Vendor issues, Integration, changes in technology, adoption rates, refusals, etc;
- (f) project objectives and how the Proponent collaborated with the client to achieve success;
- (g) project owner;
- (h) reference information (two current names with telephone numbers and email addresses per project). It should be noted that the City may be contacting references of the Proponents.

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.3 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.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

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

B11.2 Identify the following Key Personnel assigned to the Project:

B11.2.1 Multiple Key Personnel positions may be filled by one individual, however for evaluation purposes, be sure to identify the experience and qualifications for each role separately.

B11.2.2 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

- (a) Principal in charge;
- (b) Project Manager;
- (c) Lead planner;
- (d) Technical Lead(s):
 - (i) AMI specialist;
 - (ii) Meters specialist;
 - (iii) IT Architecture and Integration specialist;
- (e) Financial Lead;
- (f) Quality Assurance Manager.

B11.2.3 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,

- (e) years of experience in design; and
- (f) years of experience with existing employer.

B11.3 For each Key Personnel listed in B11.2, list at least two (2) 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 B10, 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; Please describe duties and work performed (scope performed by that person) in detail;
- (c) Project Owner;
- (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; and
 - (ii) References may be used to confirm the information provided in the Proposal.
 - (iii) Other sources not named in references may be contacted to verify the qualifications, work experience, past projects, applicability of the role, etc.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 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.

B12.2 Describe your firm's approach to guide the City in achieving the Objectives identified in D5 during the performance of Services, so that the evaluation committee has a clear understanding of the methods of the Proponent will use in the delivery of this Project.

B12.3 Methodology should be presented in accordance with the Scope of Services identified in D6.

B12.4 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project, including but not limited to:

- (a) Communication interfaces (organizational, technical, and interpersonal) and the roles and responsibility of each member.
- (b) Identify the processes that will be used to liaise with the City.

B12.5 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the proposed Project budget;
- (c) the work activities related to the Scope of Services;
- (d) the deliverables associated with the Scope of Services;
- (e) the team's understanding of the risks and constraints related to the Scope of Services;
- (f) all significant assumptions and interpretations of the Scope of Services;
- (g) 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;
- (h) the 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>;
- (i) Methodologies the Proponent will employ to obtain quality assurance and quality control in the delivery of Services during the design and during the project. Include information on

what tolls are to be used to manage the project, maintain cost control, and the type and frequency of reporting to the City;

- (j) the team's understanding of the working environment as it relates to Municipal unionized staff; and
- (k) any other issue that conveys your team's understanding of the Project requirements.

B12.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D5 Scope of Services.

B12.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.

B12.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.6.

B12.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B12.9 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D6.

B12.10 The Proponent should submit a Preliminary Risk Management Plan to demonstrate how they propose to mitigate risks related to stakeholders, schedule delays, scope creep and quality requirements. Each Proponent shall include in their Proposal a risk assessment specific to this project, outlining how risks will be managed to minimize the impact on the project delivery.

B13. PROJECT SCHEDULE (SECTION F)

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project.

B13.3 Further to B13.1, the Proponent's schedule should also include:

- (a) A work breakdown structure;
- (b) Critical dates for review;
- (c) Anticipated review and approval periods by the City during the design and tendering phases of the project;
 - (i) A minimum of two (2) weeks for City review of draft deliverables;
 - (ii) A minimum of one (1) week for City review of final deliverables;
 - (iii) A minimum six (6) week tendering period shall be assumed for Vendor RFP(s);
 - (iv) A minimum twelve (12) week tender award period for Vendor RFP(s) shall be assumed;
- (d) Project meetings; and
- (e) Submission dates for required Deliverables.

B13.4 The Proponent should analyze the Critical Stages outlined by the City in D16, as well as other dates listed throughout the tender, and note any areas in which the schedule will require revisions to meet the delivery of the project.

B14. DISCLOSURE

B14.1 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.

B14.2 The Persons are:

- (a) Diameter Services Inc
 - (i) In 2021, Diameter Services Inc was procured by the City of Winnipeg to provide Consulting Services for an Advanced Metering Solution Business Case

B14.3 Additional Material (available as part of Relevant Documents as per D8.1):

- (a) Appendix B – Winnipeg Diameter Master Report

B15. CONFLICT OF INTEREST AND GOOD FAITH

B15.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 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 their 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.

B15.3 In connection with their Proposal, each entity identified in B15.2 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 Consulting Contract Administrator; 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.

B15.4 Without limiting B15.3, the City may, in their 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 their 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 their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B15.5 Without limiting B15.3, 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 their sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their 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 their 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 B15.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of their 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.
- B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B16. QUALIFICATION

- B16.1 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;
- B16.2 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, Purchasing Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B16.3 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;
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
 - (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;

- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba;
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D10); and
- (g) upon request of the Consulting Contract Administrator, provide the Security Clearances as identified in PART F - Security Clearance

B16.4 Further to B16.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B16.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.

B16.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 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.

B17.3 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).

B17.3.1 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.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18.2 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.

B19. WITHDRAWAL OF OFFERS

B19.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B20. INTERVIEWS

B20.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

- B21.1 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.
- B21.2 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.
- B21.3 If, in the course of negotiations pursuant to B21.2, 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.

B22. EVALUATION OF PROPOSALS

- B22.1 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 B16: | (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) | 25% |
| (f) Project Understanding and Methodology (Section E) | 25% |
| (g) Project Schedule. (Section F) | 15% |
- B22.2 Further to B22.1(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.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.6 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D6.4.
- B22.7 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the information provided in response to B10, including but not limited to the following criteria:
- | |
|--|
| (a) Similarity of the Proponent's past projects to this Project; |
| (b) Success of the Proponent on past projects; and |
| (c) Past performance on City of Winnipeg projects, including but not limited to: |
| (i) adherence to project budgets; |

- (ii) adherence to project schedule;
- (iii) quality of work; and
- (iv) overall satisfaction with the Proponent.

- B22.7.1 Proponents that have not worked with the City of Winnipeg before will be evaluated based on the information provided in response to B10.1(a).
- B22.8 Further to B22.1(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, considering the information provided in B11, 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; and
 - (c) appropriateness of the approach to the overall team formation and coordination of team members.
- B22.8.1 Proposals that receive less than half of the available evaluation points for Experience of Key Personnel Assigned to the Project (Section D) will be rejected in accordance with B22.3.
- B22.9 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering the information provided in response to B12, including but not limited to the following criteria:
- (a) appropriateness of the project management approach;
 - (b) consistency and completeness of the methodology;
 - (c) how the proponent will work with the City to achieve its objectives;
 - (d) appropriateness of hours assigned to individual tasks per person;
 - (e) proponent's understanding of the Project, including the deliverables and constraints; and
 - (f) demonstration of insight beyond the information presented in this RFP.
- B22.9.1 Proposals that receive less than half of the available evaluation points for Project Understanding and Methodology (Section E) will be rejected in accordance with B22.3.
- B22.10 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13, including but not limited to the following criteria:
- (a) completeness and consistency of the Project schedule;
 - (b) logic and sequencing of the tasks; and
 - (c) appropriateness of the timelines provided.
- B22.11 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.13 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.
- B23. AWARD OF CONTRACT**
- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B23.2 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.
- B23.2.1 Without limiting the generality of B23.2, 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 their 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.
- B23.3 The Services of this Contract is contingent upon Council approval of sufficient funding in the 2024-2025 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award a Contract.
- B23.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.5 The City may, at their discretion, award the Contract in phases.
- B23.6 Further to B23.5 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.7 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent.
- B23.8 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.
- B23.9 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 D21 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.10 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B23.11 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 2022-09-02) 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, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Duy Doan, C.E.T

Telephone No. 204 583-1366

Email Address: ddoan@winnipeg.ca

D2.2 At the pre-commencement meeting, the Consulting Contract Administrator will identify additional personnel representing the Consulting Contract Administrator 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 220,000 metered connections in its service area. Approximately 97% of water meters are direct read (non-encoder, non-pulser) 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 Water and Waste Utility attempts a company read annually.

D3.2 Utility Information (approximation):

- (a) 277 square kilometers (km²) of service area (Topography of Winnipeg is typical Canadian prairie with minimal relief);
- (b) 2,700 kilometers (km) of water service mains;
- (c) 220,000 water meters in total, with the following breakdown;
 - (i) 181,800 single family residential meters;
 - (ii) 26,700 residential multiple family meters;
 - (iii) 11,200 ICI meters ranging in size from 5/8" to 10" in sizes;
 - (iv) 300 ICI meters (included in D3.2(c)(iii)) are 3" to 10" in size (included in D3.2(c));
 - (v) 8,747 AMR equipped meters (included in D3.2(c)) (50W ERT – 96 meters, 60W ERT – 2628 meters, 100W ERT – 6023 meters);
 - (vi) 1,371 Non-mechanical meters (included in D3.2(c)(iii));
 - (vii) Further breakdown of the meters can be found in Appendix B.

D3.3 In 2022, the City of Winnipeg conducted an RFP for Professional Consulting Services for an Advanced Water Metering Solution (AMS) Business Case (801-2020). The AMS report was used for the business case for this project. A version of the AMS report is available as part of the Relevant Documents listed in D8.

D3.4 On November 23, 2023 Council approved the project and related business case with an AACE Class 3 capital cost estimate of \$135,000,000:

[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20231123\(RM\)C-95.pdf](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20231123(RM)C-95.pdf)

D3.5 Following the November 23, 2023 report to Council, Council directed the Public Service to report back to the Standing Policy Committee on Water, Waste and Environment (SPCWWE)

on a proposed Opt Out program. The report was presented to the SPCWWE on February 5, 2024: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20240205\(RM\)WW-8.pdf](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20240205(RM)WW-8.pdf)

- D3.6 The City holds contracts with Badger Meter Inc. for the supply and delivery of standard register 5/8" CWM (894-2022) and Neptune Technology Group Canada Co. for the Supply and Delivery of Water Meters – ¾", 1", 1-1/2" and 2" (640-2023).
- D3.7 The City uses Oracle Utilities Customer Care and Billing (CCB) version 2.6 for the Utility Billing.
- D3.8 The City has an existing online portal for Customer information related to Water and Wastewater Utility billing (<https://myutility.winnipeg.ca/UtilityPortal/signin>).
- D3.9 The City's existing Water Bylaw 107/2015: [City Clerk's eGovernment \(winnipeg.ca\)](http://www.winnipeg.ca/city-clerk/e-government).
- D3.10 The City's existing Fees and Charges Schedule for 2024: [2024 Fees and Charges Schedule \(winnipeg.ca\)](http://www.winnipeg.ca/2024-fees-and-charges-schedule)
- D3.11 The City's existing Water Leak Credit Policy: <https://myutility.winnipeg.ca/UtilityPortal/waterleakcreditpolicy>
- D3.12 The City's information regarding Water meters: <https://myutility.winnipeg.ca/UtilityPortal/UtilityBilling/sp/meters>
- D3.13 Additional City Water information; Annual water report, Frozen water pipes, Water rates and charges, Lead control program, Prevent backflow, etc: <https://legacy.winnipeg.ca/waterandwaste/water/default.stm>
- D3.14 The City currently uses the following software(s) to manage existing activities:
- (a) Oracle Work Asset Management (OWAM) to create work orders for the City's Water Services for scheduling meter exchanges.
 - (b) Itron Field collection System for meter reading assignment software
 - (c) Itron mobile app for meter reading field applications
 - (d) Itron Field Deployment Management for ERT module configuration
 - (e) Config5800 for specific GSM meter configuration
 - (f) UniPro PC - Sensus Metering Systems for specific Sensus meter configuration
 - (g) MeterMaster MM100 for meter data logging
 - (h) LogMaster Data Capture for specific ABB meter configuration and data logging
 - (i) Velox mobile app for specific ABB meter configuration and data logging
 - (j) Mobile Operations Management (MOM) to create field slips related to meter exchanges

D4. ASSUMPTIONS

- D4.1 This Project is Reserve funded. The Reserve balance at the end of 2023 is \$37.2 million and \$135.0 million project budget is forecasted to be fully funded by the end 2029. On average transfers into the reserve are approximately \$17 million annually. Scheduling will need to account for cashflows to ensure the Reserve is not overdrawn at any point.
- D4.2 The City uses Oracle Utilities Customer Care and Billing (CCB) version 2.6 for the Utility Billing. It is expected that the City will upgrade to Oracle Utilities CCB version 2.9 prior to Phase 3 - Start Up and therefore version 2.9 should be used as the relevant software for this Contract.
- D4.3 Procurement strategy is for two (2) separate Request for Proposal (RFP) procurements:
- (a) the Supply contract for the AMI technologies, including radio transmitters, advanced metering infrastructure (data collectors, repeaters), head-end data collection software and meter data management software.

(b) the Water Meter and Installation Services contract.

D4.4 Procurement of the Water Meter and Installation Services would take place once the AMI technology has been awarded.

- (i) This procurement would take place during the Start Up Phase and run parallel to the phase.
- (ii) This procurement would use the same timelines for the tendering and award process as the AMI technology.

D4.5 Data Collectors to be owned by the City, but serviced and maintain by a 3rd party.

D4.6 Water Meters to be mechanical meters for meters up to and including 1.5" and non-mechanical meters for 2" and larger meters.

D4.7 A small number of meters up to and including 1.5" to have temperature and/or pressure functionality.

D4.8 Award Approval process to take up to two (2) months from report submission.

D5. OBJECTIVES

D5.1 The City of Winnipeg general objectives in the Water Meter Renewals – Advanced Metering System project are to achieve:

(a) Revenue Protection

- (i) Ensure accuracy in meters to provide equality amongst all users;
- (ii) Identify tamper or stopped meter situations;
- (iii) Ability to monitor turn offs for non-payments; and
- (iv) Reduce burden on the leak credit program.

(b) Operational Efficiencies

- (i) Reduce regular meter reading costs;
- (ii) Reduce customer submitted meter readings and associate errors related;
- (iii) Provide technology to read same day/final reads;
- (iv) Improve meter reading safety;
- (v) Reduce estimated water billing and related customer complaints;
- (vi) Increase confidence in the data associated with water usages for customer inquiries;
- (vii) Increase confidence in the data associated with water planning and modelling as well as financial forecasting;
- (viii) Ability to transition to monthly billing;
- (ix) Ability to size large meters correctly to reduce losses on low flow measurement;
- (x) Increase the protection of the potable system through increased backflow monitoring;
- (xi) Ability to monitor temperature in specific residents related to frozen water services; and
- (xii) Support water conservation programs and lower carbon emissions associated with related City operations.

(c) Enhanced Customer Service

- (i) Better access to consumption information;
- (ii) Provide additional functionality such as Leak Detection and High Consumption;
- (iii) Provide a seamless customer experience; and
- (iv) Reduce inconvenience by in-person meter read visits.

D6. SCOPE OF SERVICES

- D6.1 The Services required under this Contract shall consist of the renewal of water meters and implementation of a City-wide Advanced Metering Infrastructure (AMI) system for metering. This will include all required engineering services and technical expertise to complete the planning, preliminary design, detailed design, request for proposal/tendering services, project management, contract administration, inspection services, post construction services, and transition to Operations accordance with the following:
- (a) Project Management as per E4;
 - (b) Phase 1 - Project Planning as per E5;
 - (c) Phase 2 - Procurement as per E6;
 - (d) Phase 3 - Startup as per E7 ;
 - (e) Phase 4 - Proof of Concept, Installation and Deployment as per E8; and
 - (f) Phase 5 - Close Out Services as per E9.
- D6.2 The Consultant shall develop an approach that meets all the requirements of each phase of the project. The approach shall address the questions listed within each phase of the project. Included will be the project management and procurement for the water meters, AMI system, data collectors and installation services related as well as integration in accordance with the following:
- D6.2.1 The Services required under D6.1 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 their professional expertise; the Consultant shall bring to the Consulting Contract Administrator'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.
- D6.3 The Consultant retained for this RFP will not be eligible to submit a proposal for the ensuing Vendor RFP(s).
- D6.4 The funds available for this Contract are \$5,000,000.00 and are subject to Council approval.

D7. DEFINITIONS

- D7.1 When used in this Request for Proposal:
- (a) "**AACE**" means Association for the Advancement of Cost Engineering;
 - (b) "**AMI**" means Advanced Meter Infrastructure. A network of fixed based equipment that captures detailed consumption information from the metring population that is retrieved by data collection software on at least a daily basis;
 - (c) "**AMR**" means Advanced Metering Reading. Typically refers to a drive-by meter reading system to automate "on foot" meter reading;
 - (d) "**AMS**" means Advanced Metering System comprising of the entirety AMI, water meter, MDM and Data Collector Network;
 - (e) "**AWWA**" means American Water Works Association. Established in 1881, the AWWA is an international association founded to improve water quality and supply. Members include: water utilities, treatment plant operators and managers, scientists, environmentalists, manufacturers, academics, regulators and consultants;
 - (f) "**CCB**" means Oracle Utilities Customer Care and Billing that the City currently uses for its Utility Billing Software;

- (g) "**CIS**" means Customer Information System is a database or software application used to store and manage customer data, including contact information, purchase history, preferences, and interactions;
- (h) "**Data Collector Network**" means an Fixed Network System: The fixed network system is comprised of fixed network host software, wide area network (WAN), data collector (DC), and radio frequency meter interface unit (MIU) to enable the remote collection of metering data from absolute-encoder-equipped water meters or other compatible devices;
- (i) "**FIPPA**" means Freedom of Information and Protection of Privacy Act;
- (j) "**GIS**" means Geographic Information Systems;
- (k) "**ICI**" means Industrial, Commercial & Institutional;
- (l) "**IT**" means Information Technology;
- (m) "**KPI**" means Key Performance Indicators, a quantifiable measure of performance over time for a specific objective.
- (n) "**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;
- (o) "**MDM**" means Meter Data Management. Software application that helps manage and ensure the accuracy and completeness of the volumes of data provided by a fixed network for billing, analysis, reporting and presentment.
- (p) "**MIU**" means Meter Interface Unit; a radio device connected to the water meter to provide meter readings for either a mobile or fixed network meter reading system also known as "Transmitter"
- (q) "**MIS**" means Meter Installation Software. Software that captures the details of the installation including meter serial #, transmitter identification #, account information of where the equipment was installed;
- (r) "**MOM**" means Mobile Operations Management, an application used by the City to create field slips related to meter exchanges
- (s) "**OWAM**" means Oracle Work Asset Management, an application to create work orders for the City's Water Services for scheduling meter exchanges.
- (t) "**PHIA**" means Personal Health Information Act;
- (u) "**PM**" means Project Manager;
- (v) "**RFP**" means Request for Proposal;
- (w) "**ROI**" means Return on Investment, a calculation of monetary value of an investment versus its cost;
- (x) "**Supply Chain Disruption**" means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (y) "**Vendor**" means supplier and/or installer of components of the AMS; and

D8. RELEVANT DOCUMENTS

- D8.1 Relevant documents are available upon request to the Proponent after completion of a Non-Disclosure Agreement. These documents will be released at the sole discretion of the City. A list of available documents is included in Appendix B – Relevant Documents. The Non-Disclosure Agreement can be found in Appendix C – Non-Disclosure Agreement.

D9. INFORMATION MANAGEMENT

- D9.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Consultant. Further, where the Services &/or Work is being provided by a third party (either by a Subcontractor or authorized third party reseller), the Consultant represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.
- D9.2 The Consultant acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and Personal Health Information Act ("PHIA") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with FIPPA and PHIA.
- D9.3 The Consultant:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
 - (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
 - (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.
- D9.4 While this Contract is in effect, and at all times thereafter, the Consultant shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D9.5 The Consultant shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Consultant shall be in compliance with FIPPA and PHIA.
- D9.6 Further to C23, all Confidential Information is and shall remain the property of the City.
- D9.7 Neither the Consultant shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Consulting Contract Administrator. The Consultant shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the RFP, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Consulting Contract Administrator.
- D9.8 While this Contract is in effect and at all times thereafter the Consultant shall:
- (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
 - (b) ensure that access to the Confidential Information is only provided or permitted a "need to know" basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Consulting Contract Administrator;
 - (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Consulting Contract Administrator; and

- (e) inform its Subcontractors of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subcontractors comply with those obligations, including (but not limited to) binding said Subcontractors to terms no less strict than those herein through written confidentiality agreements.

D9.9 The Consultant shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:

- (a) the standards the Consultant has in place to protect its own confidential information; or
- (b) the standards imposed on the Consultant by the Consulting Contract Administrator.

D9.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a “Confidentiality Breach”), the Consultant shall immediately notify the Consulting Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Consulting Contract Administrator of said steps in writing.

D9.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Consultant shall provide the Consulting Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Consulting Contract Administrator, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Consultant shall cooperate with the Consulting Contract Administrator in the defense of the demand, if so requested by the Consulting Contract Administrator.

D9.12 The Consultant shall, and shall ensure its Subcontractors, comply with all directives issued by the Consulting Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Consulting Contract Administrator so that the Consulting Contract Administrator can verify that the Consultant has complied, and is complying, with its obligations hereunder

D10. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D10.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D10.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D10.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D11. UNFAIR LABOUR PRACTICES

- D11.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D11.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D11.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D11.4 Failure to provide the evidence required under D11.3, may be determined to be an event of default in accordance with C14.
- D11.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D11.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D11.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D11.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 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 Consulting Contract Administrator with evidence thereof upon request.

D13. SAFE WORK PLAN

- D13.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.
- D13.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D14. INSURANCE

- D14.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D14.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their 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 \$5,000,000 per claim and \$5,000,000 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 their 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 their 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 Consulting Contract Administrator 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 C4.4(a) 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 Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D12;
 - (ii) the Safe Work Plan specified in D13; and
 - (iii) evidence of the insurance specified in D14.
 - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D19.1
- D15.3 The City intends to award this Contract by October 31, 2024.

D16. CRITICAL STAGES

- D16.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Kickoff Meeting: Within two (2) weeks of award;
 - (b) Procurement #1 – AMI Technologies - 100% Completion: 5 months after award;
 - (i) It is expected that from Procurement to Vendor award should take approximately seven (7) months including negotiations and award.
 - (c) Procurement #2 – Water Meter and Installation Services - 100% Completion six (6) weeks of the Final Assessment and recommendation memo as per E6.9(b)(i) on the Procurement #1 – AMI Technologies.
 - (i) Procurement #2 will not be issued until Procurement #1 is awarded.
 - (ii) It is expected that from Procurement to Vendor award should take approximately seven (7) months including negotiations and award.
 - (d) Start Up Completion: nine (9) months after Procurement #1 award;
 - (e) Proof of Concept Completion: twelve (12) months after Procurement #1 award;
 - (f) Deployment Completion: approximately five (5) years after Procurement #1 Vendor award;
 - (g) Close out Services Completion: six (6) years after Procurement #1 award.

D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D17.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D17.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, 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 a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D17.4 For any delay related to Supply Chain Disruption 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 Consulting Contract Administrator.
- D17.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D18. INVOICES

- D18.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D18.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Consultant's GST registration number.
- D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D19. PAYMENT

D19.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D20. DISPUTE RESOLUTION

- D20.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D20.
- D20.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D20.3 The entire text of C17.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D20.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
 - (i) The Consulting Contract Administrator;
 - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D20.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D20.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D20.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D20.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D20.4.3, as extended if applicable, has elapsed, the Consulting Contract

Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D21. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D21.1 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.
- D21.2 Further to D21.1, in the event that the obligations in D21 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 C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D21.3 For the purposes of D21:
- (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.
- D21.4 Modified Insurance Requirements
- D21.4.1 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.
- D21.4.2 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.
- D21.4.3 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.
- D21.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D21.5 Indemnification By Consultant
- D21.5.1 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.
- D21.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

D21.5.3 in relation to this Contract or the Work.

D21.6 Records Retention and Audits

D21.6.1 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.

D21.6.2 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 D21.6.1 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.

D21.7 Other Obligations

D21.7.1 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.

D21.7.2 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.

D21.7.3 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.

D21.7.4 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.

D21.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D21.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director

or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

PART E - DETAILED SCOPE OF WORK

E1. SUMMARY OF SERVICES

E1.1 The Services required under this Contract shall consist of Consulting Services required for the renewal of water meters and implementation of a City-wide Advanced Metering Infrastructure (AMI) system for metering. This will include all required engineering services and technical expertise to complete the planning, preliminary design, detailed design, request for proposal/tendering services, project management, contract administration, inspection services, post construction services, and transition to Operations.

E2. PHASES

E2.1 The implementation of the Water Meter Renewals – Advanced Metering System project will take place in five (5) phases.

- (a) Phase 1 - Project Planning as per E5;
- (b) Phase 2 - Procurement as per E6;
- (c) Phase 3 - Startup as per E7 ;
- (d) Phase 4 - Proof of Concept, Installation and Deployment as per E8; and
- (e) Phase 5 - Close Out Services as per E9.

E3. GENERAL REQUIREMENTS

E3.1 General Requirements for the Consultant

- E3.1.1 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.
- E3.1.2 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 Consulting Contract Administrator on the application of codes and standards.
- E3.1.3 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Consulting Contract Administrator. Experience and qualification as specified in B11 shall be submitted for all requested substitute(s) and replacement(s).
- E3.1.4 The Consultant shall coordinate with outside agencies as required to perform the Services. The Consultant shall confirm with the Consulting Contract Administrator the agencies that are being contacted prior to doing so.

E3.2 General Requirements for Deliverables

- E3.2.1 All Project Deliverables are to be delivered with a document lifecycle approach.
- E3.2.2 Unless otherwise stated, all Deliverables in each phase shall be completed prior to moving to the next phase of the Project.
- E3.2.3 Where possible, all documents provided as PDF shall be searchable.
- E3.2.4 Unless otherwise indicated, the review period for major Project Deliverables shall be a minimum of two (2) weeks for draft deliverables and a minimum of one (1) week for final deliverables and correspond to the number of pages and complexity of the document. The Consultant shall indicate these review periods on the critical path method schedule as outlined in B13.
- E3.2.5 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.

- (a) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing 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 or additional time to the Project schedule.

E3.2.6 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 Consulting Contract Administrator.

E3.3 General Requirements for Drawings

E3.3.1 Drawings shall not be prepared using the City's GeoMedia and Google Earth screen captures and instead shall be prepared from the legal plans, certificates of title, as-built records, and topographic survey.

E3.3.2 All profile components of Drawings shall be in natural scale.

E3.3.3 Where existing systems are being modified, the existing Drawings shall be modified or superseded rather than creating a new Drawing only showing a limited portion of the new work.

E3.3.4 Draft Drawings shall be submitted in PDF format. The City will provide comments on the draft Drawings. Comments shall be reviewed and incorporated into the final Drawings.

E3.3.5 Tender or construction drawings shall be submitted in PDF format with digital signatures for authentication of seals.

E3.3.6 All final As-Built Drawings shall be submitted in both PDF and AutoCAD format version 2012 and in 11x17 hard copy format, unless otherwise specified.

E3.4 General Requirements for Photographs

E3.4.1 All photographs submitted to the City as part of the Project shall include captions with the following information:

- (a) date photograph was taken;
- (b) location and orientation where the photograph was taken; and
- (c) a brief description of what is depicted by the photograph.

E4. PROJECT MANAGEMENT

E4.1 Plan, organize, secure, and manage resources to complete the phases outlined in E5 to E9.

E4.2 The Consultant Work shall include, but shall not be limited to:

- (a) The Services required under E4 shall be in accordance with the City's Project Management Manual [Policy, Manuals and Templates - Asset Management Program - Infrastructure Planning Office - City of Winnipeg](#)
- (b) Use all City Project Management Manual templates and forms where applicable in the project. Templates and forms can be found at [Policy, Manuals and Templates - Asset Management Program - Infrastructure Planning Office - City of Winnipeg](#)
 - (i) Consultant forms and templates may be used to supplement the Project Management Manual templates in situations where events are not covered within the City templates at the discretion of the Consulting Contract Administrator.
- (c) Procurement and Contract Administration
 - (i) Be responsible for Procurement and Contract Administration of the Vendor RFP(s) as per E6 to E9 and act as the City representative.

- (ii) The Consultant shall respond to Vendor Request for Information (RFI), issue Field Instructions (FI), and advise timely the need to add, delete, or change work using Project Management Manual forms and procedures (Proposed Change Notice, Change Work Order, Contract Change Log).
 - (iii) Final approval for Change of Work shall be approved by the City.
- (d) Meetings:
 - (i) Organize, chair, and provide minutes and agendas for project meetings;
 - (ii) Conduct weekly meetings throughout the project duration. The frequency of meetings may vary based upon the level of project activity and project process, subject to approval of Consulting Contract Administrator.
 - (iii) Provide meeting minutes within five (5) Business Days of the meetings.
 - (iv) Meetings shall be held at a location or virtually as agreed upon by the Consultant Contract Administrator and the Consultant.
- (e) Documentation:
 - (i) Collaborate with the Consulting Contract Administrator to update or develop project documents such as, but not limited to: Project Delivery Plan, Risk Management Plan, Change Management Plan, Stakeholder Assessment and Communication Plan. These project documents are expected to be updated throughout the project.
 - (ii) Maintain and update the Decision Log, Issue Log, and Project Change Tracking Log as required.
 - (iii) Where possible, include all documents in a searchable PDF format.
- (f) Scheduling:
 - (i) 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).
 - (ii) Provide a Project schedule, listing all Project activities and milestones. Identify responsibilities, timelines, and dependencies for all activities and milestones.
 - (iii) The approved schedule will be used as the Project baseline throughout the Project.
 - (iv) Update and include the Project schedule in the Consultant Progress Report as it relates to each Critical Date and task described in D16. The updated Project schedule shall include the % Work Complete for each task.
 - (v) 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.
 - (vi) 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
 - (vii) Identify tasks in which the City is responsible with critical dates and decision-making requirements. Note how delays at these dates will affect the timeline for delivery of the project.
 - (viii) include milestones (60%, 95% of the Vendor RFP(s)) associated with Critical Dates as per D16;
- (g) Internal Stakeholder Engagement:
 - (i) Prepare for and participate in any stakeholder consultations and onboarding, project management meetings and other required meetings or presentations;
- (h) Reporting:
 - (i) Issue Consultant Progress Reports every quarter after the pre-commencement meeting up to the completion of the Project and shall align with the Major Capital Project Quarterly Reporting.
 - (ii) Quarterly updates shall encompass work performed throughout the project, but shall highlight work done in the previous quarter and shall include, but not be limited to; Key project developments, Procurement updates, Schedule and Milestone updates,

- Significant risk and mitigation strategies; new, mitigated and ongoing, and Stakeholder engagement/communications.
- (iii) If the critical stages outlined in D16 are not achieved, the Consultant shall submit Consultant Progress Reports every thirty (30) days until the deliverables indicated in E4.2(f)(i) are approved by the City. No additional fees shall be incurred by the City for additional Consultant Progress Reports.
 - (iv) The Consultant shall be responsible for Daily Construction Reports and Inspection Reports.
 - (v) The Consultant shall be responsible for the Project Close-Out Report as per E9.5(e);
- (i) Correspondence:
 - (i) Submit all correspondence to the Contract Administrator;
 - (j) Local Presence:
 - (i) The Consultant Project Manager shall be available to attend in-person meetings in Winnipeg an estimated two (2) working days or sixteen working (16) hours per quarter throughout the Contract. Where applicable, the two (2) working days will be adjacent.
 - (ii) Key Personnel related to the phase shall accompany the Consultant Project Manager at the discretion of the Consultant Contract Administrator.
 - (k) Deliverables:
 - (i) Prepare and provide all deliverables as described in this RFP;
 - (ii) All documents related to Project Management documents;
 - (iii) Updates (as applicable) to Project Management related documents;
 - (iv) Consultant Progress Reports
 - (v) Daily Construction Reports and Inspection Reports

E5. PROJECT PLANNING

- E5.1 The Consultant shall provide an assessment and report that outlines the various type of AMI Systems that will be compatible with the City's Infrastructure (physical plant – existing meters, billing platform, existing IT platforms and security barriers and supporting infrastructure – i.e. buildings etc).
- E5.2 Business Needs Assessment as per D5:
 - (a) The Consultant shall facilitate a stakeholder workshop as a part of the Business Needs Assessment to assist in confirming previous recommendations. For bid purposes the Consultant should assume two (2) four (4) hour stakeholder workshops.
 - (b) Confirm City's business needs, water meters and relevant data from:
 - (i) the City;
 - (ii) Findings and Recommendation Report – Diameter Services Inc;
 - (iii) Consultant's own relevant data; and
 - (iv) information gathering from comparable municipalities;
 - (c) Confirm Water Meter and AMI Technologies to ensure functionality, supply, and budgetary restraints align with Business Needs and Objectives.
 - (d) Confirm best suited procurement strategy for the City to ensure timely and cost-effective delivery of the Project.
 - (e) Deliverables:
 - (i) Detailed minutes of the Stakeholder Workshop.
 - (ii) Technical Memo summarizing work completed in E5.2
 - (iii) All deliverables related to Business Needs to be completed within eight (8) weeks of award
- E5.3 Risk Analysis

- (a) The Consultant shall identify risks and associated mitigations with respect to all phases of the project.
- (b) The Consultant shall participate in a Risk Workshop as part of the Risk Analysis and related Risk Management Plan. For bid purposes, the Consultant should assume two (2) Risk Workshops of four (4) hours. One workshop should be held near the beginning of the assignment and the other near the end of the assignment. At a minimum, all key personnel, except the principal-in-charge, shall be present at the Risk Workshops.
- (c) Update Project capital (AACE Class 3) and life cycle costs based on Business Needs E5.2 Technical Memorandum
 - (i) All cost estimates shall be in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 and the City's Deliverables Maturity Assessment Checklist (DMAC) for Class definition ([Documents for City Asset Management Program - Corporate Finance - CityNet](#))
 - (ii) Contingency for the update shall incorporate the Risk Management Plan with corresponding contingency costs.
 - (iii) The Project capital shall be updated upon award of Procurement #1.
- (d) Deliverables
 - (i) Stakeholder Assessment and Communications Plan;
 - (ii) Risk Identification Checklist;
 - (iii) Risk Management Plan;
 - (iv) Detailed meeting minutes from the Risk Workshop
 - (v) AACE Class 3 estimate with corresponding contingency costs relate to the Risk Management Plan
 - (vi) All deliverables related to Risk Analysis to be completed within ten (10) weeks of award

- E5.4 The Consultant shall prepare a project plan. The project plan shall include, but not be limited to:
- (a) Clearly define Project Goals as defined in the Business Needs Assessment E5.2 Technical Memo;
 - (b) Provide a detailed project scope with terms of reference for the work, which outlines objectives (using or modifying objectives outlined in this RFP) and a strategy for completing the Work;
 - (c) Define acceptance criteria and requirements to proceed to the next phase of the Project.
 - (d) Key Performance Indicators (KPIs) to evaluate the Advanced Metering System's efficiency, accuracy, and overall performance. KPI's shall include, but not be limited to;
 - (i) Accuracy of meter readings;
 - (ii) Data transmission reliability;
 - (iii) Data granularity;
 - (iv) System uptime and availability;
 - (v) Customer service metrics;
 - (vi) Leak detection and water loss prevention;
 - (vii) Integration and compatibility;
 - (viii) Operational efficiency;
 - (ix) Scalability;
 - (x) Return on Investment (ROI);
 - (xi) Real-time monitoring and alerts; and
 - (xii) Environment Impact.
 - (e) Determine internal and external project support requirements required during Phases 3 through 5;

- (i) The external support requirements during Phase 3 shall include onboarding requirements and procurement timelines for the resources during the integration of the Meter Data into CCB.
 - (ii) The internal support requirements during Phase 3 to Phase 5 shall include onboarding requirements for internal resources during the Startup to Close out phases with appropriate timeline for hiring as required.
- (f) Deliverables
- (i) Project Goals
 - (ii) Detailed Project Scope and strategy for completing the Work
 - (iii) Key Performance Indicators
 - (iv) Internal and External Project support requirements
 - (v) Acceptance criteria to proceed to the next phase
 - (vi) All deliverables related to project plan to be completed twelve (12) weeks from award

E5.5 The Consultant shall review The City's existing business process and bylaws and propose organizational changes. Work shall include, but not limited to:

- (a) Facilitation of business process redesign, bylaw and change management workshops;
- (i) Identify City and/or third-party requirements. This shall include structure and staffing changes related to new business processes;
 - (ii) Bylaw review and change requirements to ensure project delivery and future operations;
 - (iii) Fees and charges review and change requirements to ensure project delivery and future operations;
 - (iv) Identify metrics to monitor business process effectiveness.
 - (v) Identify the schedule, quality, and budget impacts of any proposed changes.
 - (vi) Documentation of to-be business processes;
 - (vii) Develop a Business Process and Change Management plan to be used in all phases.
 - (viii) In their bid the proponent should allow for a minimum of three (3) business process redesign, bylaw and change management workshops of four (4) hours during the planning phase. One workshop should be held within one (1) week of finalization of the Business Needs technical memo and the others throughout the planning and procurement phase. At a minimum, all key personnel, except the principal-in charge, shall be present at the business process redesign, bylaw and change management Workshop.
- (b) The plan shall recognize and plan accordingly for the City's; approval process for bylaws, approval process for fees and schedules, unionized environment and hiring procedures.
- (c) The Consultant shall prepare and submit the Business Process and Organizational Change Management technical memorandum for review and acceptance by the City based on E5.5. This document shall be used and reference as a guiding document throughout the Project.
- (d) The Consultant shall bring in training for City personnel on Change Management to assist in the process. It is expected that up fifteen (15) City personnel will be a part of the training session.
- (e) Work related to Business Process and Change Management will be required in the Start up, Proof-Of-Concept, Deployment and Installation, and Close Out Services phases of the project with related updates to the Technical Memo as per E7.3(f), E8.3(e), and E9.3.
- (f) Deliverables
- (i) Business Process and Change Management Technical Memo shall be completed within ten (10) months of award
 - (ii) General meeting minutes from the business process redesign, bylaw and change management workshops

E6. PROCUREMENT

- E6.1 Two (2) separate RFPs shall be issued to procure goods and services on this project:
- (a) Procurement #1 – AMI Technologies
 - (i) the contract to supply and install the AMI technology, including radio transmitters, AMI (data collectors, repeaters), head-end data collection software and MDM software.
 - (ii) The radio transmitter to be installed as part of Installation Services in E6.1(b)
 - (b) Procurement #2 – Water Meter and Installation Services
 - (i) the contract for the Supply of Water Meter and Installation Services for the Water Meters and AMI Transmitters.
- E6.2 The Work related to the RFP(s) shall comprise of the development, tendering, evaluation, and negotiations (if required) of the RFP(s) towards the Water Meter Renewals – Advanced Metering System project to replace the City’s water meters and transition to an AMI system for data collection.
- RFP templates and City procedures can be found at: [Template & Administration Site - Purchasing - City of Winnipeg](#)
- E6.3 The Consultant shall leverage knowledge from similar RFPs in other jurisdictions, incorporating best practices and relevant experience. Key tasks include:
- (a) Enhancing the City’s RFP templates with necessary project-specific details, subject to City Purchasing and Legal review.
 - (b) Coordinating with City departments (Legal, Purchasing, Water Services, etc.) to finalize procurement documents.
- E6.4 The Consultant shall create the procurement documents for Procurement #1 – AMI Technologies and Procurement #2 – Water Meter and Installation Services for the Water Meter Renewals – Advanced Metering System project. This shall include, but not be limited to, drafting procurement documents and providing design drawings and specifications. The specification shall reflect the business needs in the Project Planning (E5) and shall include, but not be limited to:
- E6.4.1 Procurement #1 – AMI Technologies
- (a) Development of Water AMI technology, network installation and service specifications;
 - (i) Components that will make up these specifications shall include, but not be limited to radio transmitters, data collection equipment, meter reading software, AMI system integration with billing, MDM software / Analytic.
 - (ii) Data Collector network maintenance and monitoring service agreement in which the City will own the hardware, but will have it monitored and serviced by the Vendor.
 - (b) Development of Meter Data Management / Analytics software specification;
 - (i) Specifications will include, but not be limited to Systems Integration and Interface criteria into the existing billing system including testing and acceptance criteria;
 - (ii) At this time, the City is using its own Portal for customer interaction, but will require an Application Programming Interface (API) in order to populate the City Portal with the data collected.
- E6.4.2 Procurement #2 – Water Meter and Installation Services
- (c) Development of the Water Meter specifications;
 - (i) Specifications will include: residential water meters, commercial water meters, compatibility, delivery and product support and compliance with applicable AWWA standards.
 - (d) Development of Installation specifications;
 - (i) Specifications will include, but not be limited to project management, installation requirements, customer service/call center requirements, material specifications

(plumbing, carpentry, valves, etc), public outreach, installation data management, and quality management.

E6.4.3 General Procurement Documents

- (e) Development of a pricing table that matches the needs of the procurement including capital and life cycle costs for all components.
- (f) It is assumed that each specification E6.4(a) to E6.4(d) will require two (2) rounds of reviews and edits. The reviews may be combined for timeliness and efficiency. There will be no additional compensation for additional reviews required.
- (g) Schedule as noted in E4.2(f) shall be adhered to, with the added dates:
 - (i) A Class 1 cost estimate is required at least two (2) weeks prior to issuing the Vendor RFP(s) for the project.
- (h) Deliverables for Procurement #1 - AMI Technologies.
 - (i) Draft Preliminary procurement documents for the City's review and comment at 60% completion.
 - (ii) Draft Preliminary procurement documents for the City's review and comment at 95% completion.
 - (iii) Draft Cost Estimate and Basis of Estimate Report submitted for the City's review and comment at 95% completion.
 - (iv) Final procurement documents and AACE Class 1 cost estimate for City's review within five (5) months of award.
- (i) Deliverables for Procurement #2 - Water Meter and Installation
 - (i) Draft Preliminary procurement documents for the City's review and comment at 60% completion.
 - (ii) Draft Preliminary procurement documents for the City's review and comment at 95% completion.
 - (iii) Draft Cost Estimate and Basis of Estimate Report submitted for the City's review and comment at 95% completion.
 - (iv) Final procurement documents and AACE Class 1 cost estimate for City's review within six (6) weeks of the Final Assessment and recommendation memo as per E6.9(b)(i) on the Procurement #1 – AMI Technologies.

E6.5 For each procurement the Consultant shall develop evaluation criteria and scoring matrix for the procurement documents designed to select a solution that clearly supports the City's Project Goals as outlined in the Business Needs Analysis E5.2.

- (a) The development of the evaluation criteria and scoring matrix will require a meeting with the City and provide an overview of evaluation approaches for consideration.
- (b) Develop an evaluation scoring matrix sheet using the City's existing standard procurement document and provide training to evaluation team.
- (c) It is assumed that three (3) rounds of reviews and edits will be required.
- (d) Using the evaluation criteria and scoring matrix developed, the City will evaluate the Vendor RFP(s) with guidance and support from the Consultant.
- (e) The Consultant will arrange up to three (3) Vendor presentation(s) with the qualified Vendors(s). As part of these presentations, the Consultant will develop criteria requirements in conjunction with the City, such as, but not limited to:

E6.5.1 Procurement #1 – AMI Technologies

- (ii) Use of Interfaces and Integrations
- (iii) Reports
- (iv) Data Analytic Tools
- (v) Equipment functionality and serviceability
- (vi) Additional uses and/or functionality
- (vii) Supply Chain

- E6.5.2 Procurement #2 – Water Meter and Installation Services
- (viii) Customer scheduling methodology
 - (ix) Installation quality assurance methodology
 - (x) Equipment functionality and serviceability
 - (xi) Additional uses and/or functionality
 - (xii) Supply Chain
- E6.6 Deliverables
- (a) Vendor RFP evaluation criteria and scoring matrix to be completed two (2) weeks prior to each RFP issuance.
 - (b) Vendor RFP presentation criteria to be completed two (2) weeks prior to RFP issuance.
- E6.7 The City will post the tender documents on MERX. The Consultant shall be identified as the Contract Administrator in the tender documents and shall respond to questions and prepare Addenda as required during the tendering period. Additionally, the Consultant shall be required to work with the City's Purchasing department to facilitate pre-bid meeting/Vendor Engagement for the project.
- (a) Deliverables
 - (i) All addenda related to the Vendor RFP(s)
- E6.8 The Consultant shall assist in negotiations of a contract between the City and the preferred Vendor(s). Up to two (2) Vendor(s) may be negotiated with in this process for each procurement. The City shall have final approval on negotiated terms.
- (a) Negotiations may include, but not limited to:
 - (i) Modifications to certain aspects of the technical specifications or the City's General Conditions;
 - (ii) Warranty and post project procedures;
 - (iii) Addition of optional items put forward by the Vendor (if applicable); and
 - (iv) Secondary Software as a Solution (SaaS) agreement.
 - (b) Negotiations for the RFP(s) may take up to three (3) months.
- E6.9 The Consultant shall provide a recommendation memo for each procurement which will provide the final assessment and recommendation on which Vendor(s) the project should be awarded to.
- (a) Included shall be a summary of the bidders, calculation of the evaluation criteria, additional benefits not listed in the original contract documents, and costs that support the award.
 - (b) Deliverables
 - (i) Final assessment and recommendation memo shall be completed one (1) week after negotiated terms.
- E7. START UP**
- E7.1 This phase of the project will include the City, the CCB integrator, the Consultant team and the AMI and Installation vendor(s). The purpose of this phase is to plan and implement the integration of the project, develop the customer outreach program, develop and test interfaces, configure the new and existing software applications.
- E7.1 The Consultant shall provide subject matter expertise, and project management functions during the start-up phase.
- E7.2 It is expected that Procurement #2 will be issued and awarded during the Start Up phase. The Consultant is expected to coordinate and align the successful Vendors technologies and methodologies during this phase.
- E7.3 During this phase, the Consultant duties shall include, but not be limited to:

E7.3.1 Vendor Coordination:

- (b) Organize meetings, task scheduling, implementation and acceptance criteria;
- (c) Oversee the development and approval of:
 - (i) Procurement #1 – AMI Technologies
 - (i) Integration services and interface design between Vendor MIS, MDM and City's CCB;
 - (ii) Propagation study submitted by the Vendor; including planned AMI data collector network, cellular services (if required) and related software;
 - (iii) Material planning, approval and forecasting of all data collectors, radio transmitter and other required installation materials;
 - (iv) Shop drawings/Vendor submittals;
 - (ii) Procurement #2 – Water Meters and Installation Services
 - (i) The installer training policies, procedures, and training;
 - (ii) Setup and training of the Vendor's call center personnel in project specific requirements including conflict resolution procedures;
 - (iii) Customer contact and scheduling, including number of notices, database associated for work orders turned over to the City;
 - (iv) Shop drawings/Vendor submittals;
 - (v) Material planning, approval and forecasting of all water meter, encoder register, and other required installation materials;
 - (vi) Process design for task assignment/requirement between the City and the Vendor; and
 - (vii) Methodology to mitigate refusals;
- (d) Review the Vendor conducted site surveys of large meter sites to determine work required (bypass operational, reconfigurations, retrofits, modifications required, meter size, etc) with cost estimates and time require to complete. Provide recommendation on work and cost related on work to be performed at these locations.
 - (i) The Consultant may be required to conduct site surveys of their own in order to verify Vendor information.
- (e) The Consultant shall use the Communications Plan provided by the City to oversee the development of effective communication materials to support the project and shall include a customer information and outreach campaign.
 - (i) The Communications Plan shall be reviewed at regular intervals and track changes and adjustments to reflect how the project is progressing.
 - (ii) Material related to the public information and outreach campaigns shall align with the City's Brand Manual: https://legacy.winnipeg.ca/designsystem/assets/pdf/CW-Brand_Manual-2019-FINAL-Web.pdf
 - (iii) All customer information as part of the public information and outreach campaigns are required to be in both English and French.
 - (iv) Project public information and outreach campaigns communications shall support the following objectives:
 - (i) Build public understanding of the objectives and the rationale for Water Meter Renewals - Advanced Metering System project;
 - (ii) Provide the public and stakeholders with information regarding existing practices;
 - (iii) Explain how improved practices could be applied in the City of Winnipeg;
 - (iv) Provide the public and stakeholders with a clear picture of the steps for the Phase 4 – Proof of Concept, Installation and Deployment;
 - (v) Provide project updates to stakeholders and the public at major milestones.
- (f) Deliverables
 - (i) Vendor(s) schedule within two (2) weeks of Vendor(s) RFP Award.

- (ii) Approved Vendor documents as per E7.3(c) within four (4) weeks of Vendor(s) RFP Award.
- (iii) Shop drawings/Vendor(s) submittals.
- (iv) Approved Vendor communication materials within four (4) weeks of Procurement #2 – Water Meter and Installation Services RFP Award.

E7.3.2 City Coordination:

- (a) Organize meetings, task scheduling, and acceptance criteria;
- (b) Develop conflict resolution procedures for City staff who will be interacting with citizens.
- (c) Oversee and support integration, development and testing between the AMI System, City's CCB, and the Vendor's MIS and any other system identified in the system assessment.
- (d) Configure and train on all proposed software applications.
- (e) Plan and coordinate installation of AMI collector network.
- (f) Develop documents and support Initial User Acceptance Testing (IUAT) to ensure all systems are ready for installation and continued water billing, including the requirements for the test environment and test data that must be developed to support the IUAT and will allow the Vendor to move into the Proof-Of-Concept.
- (g) Develop documents of Final User Acceptance Testing (FUAT). FUAT is the milestone to ensure the new systems support the billing process to be used in the Proof-Of-Concept phase with real consumption data using water meters in a production environment.
- (h) Deliverables
 - (i) City schedule and acceptance criteria
 - (ii) Conflict resolution procedures
 - (iii) IUAT documents and procedures
 - (iv) FUAT documents and procedures

E7.3.3 General Project Coordination and Support

- (a) Review and recommend approval of the Vendor's business requirement documents;
- (b) Review and recommend approval of all materials and installation processes;
- (c) Design and set up a quality inspection program;
 - (i) The Consultant will be required to inspect 2% of Residential meter installations, 10% of Commercial meter installations and 50% of Industrial/Pit Meter installations.
 - (ii) The Consultant may alter the number of inspections at the discretion of the Consulting Contract Administrator provided the alternative method for inspection achieves quality assurance.
- (d) Conduct Site Surveys as required for installation and deployment of Data Collectors;
- (e) Review against established acceptance criteria as per E5.4(c) and provide a recommendation memo to proceed into the Proof of Concept Phase;
- (f) Review the Organizational Change Management and Business Process changes technical memorandum during this phase.
 - (i) This review shall include a four (4) hour workshop.
 - (ii) Changes resulting from the review and workshop shall be updated in the technical memorandum and resubmitted.
- (g) Deliverables
 - (i) Quality Inspection program and procedures.
 - (ii) Recommendation memo to move into Proof-Of-Concept Phase.
 - (iii) Update Business Process and Change Management technical memo

E7.3.4 The City will have final approval on all material.

E8. PROOF OF CONCEPT, INSTALLATION AND DEPLOYMENT

- E8.1** The Consultant shall guide the project and the Vendor through the Proof of Concept, installation and deployment ensuring the Vendor is meeting the installation business process established in the Start Up phase.
- (a) Proof-of-Concept phase of the project will include the City, the CCB integrator, the consultant team and the AMI and installation vendor(s). Having passed the User Acceptance Test under E7 Start up, the AMI and Installation Vendor will proceed to install approximately 5,000 water meters. The purpose of this phase is to:
 - (i) Validate the Installation vendor's employees, processes and systems ability to handle production volumes
 - (ii) Provide real consumption data using water meters installed in a production environment that will be used for Final User Acceptance testing developed in E7.3(g).
- E8.2** The Consultant shall facilitate progress meetings, installation review meetings, data exception meetings, AMI network collector coordinating meetings, and curb stop coordination meetings with most of these meetings occurring on a weekly basis.
- (a) Deliverables
 - (i) Meeting agendas
 - (ii) General meeting minutes
- E8.3** During this phase, the Consultant duties shall include, but not be limited to:
- (a) Manage Action log; including change work orders, task assignments and follow-ups;
 - (i) This may be Vendor related or customer incomplete resolutions to follow up with customers who were unresponsive to appointment requests (soft refusal) or left incomplete due to extenuating circumstances (inaccessible, poor plumbing, inoperable Curb Stop, etc).
 - (b) Monitor and provide updates against established KPIs annually.
 - (c) Monitor and provide monthly reports on the:
 - (i) Quality inspection programs.
 - (ii) Data quality and remediation requirements.
 - (d) Review Proof-Of-Concept results with established acceptance criteria in E5.4(c) and provide recommendation memo to proceed to full roll out of installations.
 - (e) Review the Organizational Change Management and Business Process changes technical memorandum during this phase annually.
 - (i) This review shall include a four (4) hour workshop annually.
 - (ii) Changes resulting from the review and workshop shall be updated in the technical memorandum and resubmitted annually.
 - (f) Review Data Analytics to assist the City; the Consultant duties shall include, but not limited to:
 - (i) Planning and implementing new customer event notifications (leak alerts, high/low readings, zero usage, cold temperatures, loss in pressure, etc);
 - (ii) Planning and implementing operational efficiencies;
 - (iii) Enforcement regarding theft and tempering of meters;
 - (iv) Uses of the data in distribution system modelling;
 - (v) Uses for future Capital planning;
 - (vi) Using the Consultant's own relevant data and experience to present to the City additional use cases; and
 - (vii) Provide a technical memorandum on Data Analytics.
 - (g) Deliverables
 - (i) Log of incomplete installation on a bi-weekly basis

- (ii) Monthly reports on the quality inspection program results
- (iii) Monthly reports on data quality and remediation requirements
- (iv) Progress Estimates for completed installations
- (v) Update project against established KPIs
- (vi) Update Business Process and Change Management technical memo
- (vii) Recommendation memo to proceed with City wide installations
- (viii) Technical memo on Data Analytics

E9. CLOSE-OUT SERVICES

- E9.1 The Consultant shall work with the City and Vendor to implement the close out phase of the project that will effectively pass the system responsibility from the Vendor to the City.
- E9.2 The Consultant duties shall include, but are not limited to:
- (a) Review and approval of AMI system operations and maintenance manuals;
 - (b) Coordinate shut down activities;
 - (c) Develop and provide; in consultation with the City: all training programs and materials required for City staff; and
 - (d) Follow up on all warranty and deficiencies; including acceptance certificates as per Project Management Manual.
- E9.3 Review the Organizational Change Management and Business Process changes technical memorandum during this phase.
- (a) This review shall include a four (4) hour workshop.
 - (b) Changes resulting from the review and workshop shall be updated in the technical memorandum and resubmitted.
- E9.4 The Consultant shall submit a Project Close-Out Report as per the City's PMM and shall include, but not limited to:
- (a) A brief summary of the project, including:
 - (i) Services accomplished, including the initial and final scope of the Project;
 - (ii) Issues encountered during the Project and the resolutions achieved;
 - (iii) Updated KPI's against originally established KPI's;
 - (iv) How Objectives outlined in D5 were achieved;
 - (v) Organizational Change Management and Business Process implemented and outstanding;
 - (vi) Final or projected final contract cost.
 - (b) Appendices, including:
 - (i) Photographs – typical pre-construction, during construction, and post-construction photographs;
 - (ii) Cost summary;
 - (iii) Tabulation of tenders;
 - (iv) Change orders;
 - (v) Summary of progress payments;
 - (vi) Final Contract schedule;
 - (vii) Subcontractor list;
 - (viii) Weekly reports;
 - (ix) Progress meeting minutes;
 - (x) Shop Drawings/submittals;
 - (xi) Field instructions;
 - (xii) Contractor RFI's & responses;

- (xiii) Material test reports;
- (xiv) Warranty information;
- (xv) Commissioning documentation; and
- (xvi) Certificates of substantial & total performance.

E9.5 Deliverables

- (a) Updated Business Process and Change Management technical memo upon Certificate of Substantial Performance
- (b) Operation and Maintenance manuals upon Certificate of Substantial Performance
- (c) Training materials upon Certificate of Substantial Performance
- (d) Project Close Out documents
- (e) Project Close Out Report within three (3) months of Certificate of Acceptance.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

F1.1 Each individual proposed to perform the following portions of the Services:

- (a) any Services on private property;
- (b) any Services within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public;
- (c) communicating with residents and homeowners in person or by telephone;
- (d) entering residents and homeowners premise to perform work;

F1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. Or

- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
- (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
- (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>

F1.2 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>

F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm>

- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres.

F1.2.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:

- (a) Provide the original Police Information Check (Form P-612) to the Consulting Contract Administrator.

F1.3 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Services, the Consultant shall supply the Consulting Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Services.

F1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Services specified in F1.1.

F1.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Services specified in F1.1.

- F1.7 Each individual proposed to perform the following portions of the Services:
(a) Entering private property;
shall be required to obtain a Child Abuse Registry check from the Manitoba Child Abuse Registry.
- F1.8 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Services, the Consultant shall supply the Consulting Contract Administrator with a satisfactory *Child Abuse Registry Self-Check – Information and Results* obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Services.
- F1.9 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Services specified in F1.1.
- F1.10 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.
- F1.11 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Services specified in F1.1.

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES

APPENDIX B – RELEVANT DOCUMENTS

1.1 Diameter Services Report – Findings and Recommendation

1.2 River Height AMR Pilot Project

1.3 Water Meter Report

1.4 Lead Services Map

APPENDIX C – NON-DISCLOSURE AGREEMENT