



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 163-2010

PROVISION OF A STREETS AND LANE LIGHTING UTILITY BILLING AUDIT

Proposals shall be submitted to:

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

in accordance with B6.

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
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PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Proposal Submission	2
B7. Form A: Proposal	2
B8. Proposed approach	2
B9. Fees	2
B10. Experience	3
B11. References	3
B12. Qualification	3
B13. Opening of Proposals and Release of Information	3
B14. Interviews	3
B15. Negotiations	3
B16. Evaluation of Proposals	4
B17. Award of Contract	4

PART D - SUPPLEMENTAL CONDITIONS

D1. Scope of Work	1
D2. Contract Administrator	1
D3. Confidentiality and Ownership of Information	2
D4. Commencement	2
D5. Payment	2
D6. Default and Termination	2
D7. Indemnity	3
D8. Declaration of No Conflict	3
D9. Information and Reports	3
D10. Modification of Contract	4
D11. Assignment	4
D12. City not Obligated to Third Parties	4
D13. When Rights and Remedies Not Waived	4
D14. Definitions	4

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF A STREETS AND LANE LIGHTING UTILITY BILLING AUDIT

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 26, 2010.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D2.
- B3.2 If the Bidder has enquiries, or is unsure of the meaning or intent of any provision in this document, the Bidder should submit enquiries, or request clarification from the Contract Administrator, at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of this document will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of this document will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 If the Bidder finds errors, discrepancies or omissions in this document, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission prior to the Submission Deadline.
- B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Bidder by the City or acquired by a Bidder 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 Contract Administrator.
- B4.2 The Bidder 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 Contract Administrator.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda.
- B5.1.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.1.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.2 The Bidder shall acknowledge receipt of each addendum in Paragraph 4 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A);
- (b) Proposed Approach (Section B);
- (c) Prices (Section C);
- (d) Experience (Section D);
- (e) References (Section E)
- (f) Qualifications (Section F).

B6.2 Bidders are advised that inclusion of terms and conditions inconsistent with the this document will be evaluated in accordance with B16.1(a).

B6.3 Proponents should submit one (1) unbound original (marked "original") and four (4) copies plus one (1) copy in an MSOffice compatible electronic format on a standard CD. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.

B6.3.1 Each requirement should be addressed in a separate section clearly marked with the corresponding letter.

B6.3.2 Each section should contain no more than six (6) pages (standard 8.5"x11"), using a printing font with a 12 pitch. Any graphics included should be contained within the specified amount of pages.

B6.4 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

B6.5 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.6 Proposals shall be submitted to:

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

B7. FORM A: PROPOSAL

B7.1 Bidders shall complete Form A: Proposal, making all required entries.

B8. PROPOSED APPROACH

B8.1 Bidders shall propose an audit approach for the utility billings to the City for streets and lane lighting charges.

B9. FEES

B9.1 Bidders shall submit a fee (as a percent), in Canadian funds, for the Scope of Work identified in D1.

B9.2 Prices 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.

B10. EXPERIENCE

B10.1 Bidders shall submit the following information:

- (a) knowledge of utility bill auditing and preferably street lighting utility bill auditing;
- (b) past work experience specific to utility bill auditing in a similar size operation and evidence of having successfully carried out work similar in nature, scope and value in sufficient detail to demonstrate the Bidder's qualifications to undertake the Work;
- (c) track record of showing innovation and applying best practices;
- (d) experience and resumes of proposed team members and estimated percentage of time assigned to the audit.

B11. REFERENCES

B11.1 Bidders shall submit:

- (a) three (3) client references for recent projects similar in size and scope. Each reference should consist of a company name, contact name, email address, phone number and a brief description of the project.

B12. QUALIFICATION

B12.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (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 Work in strict accordance with the terms and provisions of the Contract; and

B12.2 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, further proof, satisfactory to the Contract Administrator, of the qualifications of the Bidder and of any proposed Subcontractor.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B13.1 Proposals will not be opened publicly.

B13.2 To the extent permitted, the City shall treat all Proposal as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14. INTERVIEWS

B14.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B15. NEGOTIATIONS

B15.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B15.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B15.3 If, in the course of negotiations pursuant to B15.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B16. EVALUATION OF PROPOSALS

B16.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation there from: (pass/fail)
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12: (pass/fail)
- (c) Proposed Audit Approach; 20%
- (d) Prices; 50%
- (e) Experience. 30%

B16.2 Further to B16.1(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.

B16.3 Further to B16.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he is responsible and qualified.

B16.4 Further to B15.1(c), the Proposed Audit Approach shall be evaluated based on the information submitted in accordance with B6.1(b) and B8.

B16.5 Further to B16.1(d), Prices will be evaluated based on the information submitted in accordance with B6.1(c) and B9.

B16.6 Further to B16.1(e), Experience will be evaluated based on the information submitted in accordance with B6.1(d) and B10.

B16.7 Reference checks to confirm information provided may not be restricted to only those submitted by the Bidder, and may include organizations representing Persons, known to have done business with the Bidder.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

- (a) the Fees exceed the available City funds for the Work;

- (b) the Fees are materially in excess of the Fees received for similar work in the past;
- (c) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B17.3 Where an award of Contract is made by the City, the City shall not be obligated to award any item to the responsible Bidder submitting the most advantageous offer for that item and shall have the right to choose the alternative which is in its best interests.

B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART D - SUPPLEMENTAL CONDITIONS

D1. SCOPE OF WORK

- D1.1 The Work to be done under the Contract shall consist of:
- (a) review of the City's streets and lane lighting billings payment systems;
 - (b) performing a recovery audit of the billings to the City for streets and lane lighting charges by Manitoba Hydro, including all elements of the billings to ensure that the amounts billed to the City are correct.
- D1.2 The streets and lane lighting utility billings to the City for the 2009 calendar year totalled approximately \$10.4 million.
- D1.3 The Contractor shall at a minimum perform a review of the City's streets and lane lighting charges in year one (1), year three (3) and year five (5) of the Contract.
- D1.4 The billings to be audited in year one are for the 2009 calendar year; results from the first year audit may determine that the audit be expanded to include prior year's billings.
- D1.5 The Contractor shall be responsible for the collection of all over payments identified by their review process.
- D1.6 The Contractor shall maintain and provide the City with:
- (a) copies of all working papers;
 - (b) copies of all supporting documentation i.e.: invoices, transaction reports or other related documentation to support a claim for an over payment by the City;
 - (c) copies of all statements, bills and accounts;
 - (d) copies of records necessary to substantiate all charges for services performed;
 - (e) management reports on the findings of the review(s); and
 - (f) recommendations to improve the internal controls of the systems reviewed.
- D1.7 Work that is excluded from this Contract includes the following:
- (a) All Commodity Tax (Goods and Services Tax, Provincial Sales Tax, etc.) related issues;
 - (b) All credit invoices received from Manitoba Hydro that the City has already identified but not taken; and
 - (c) Any amount that the City has already identified as an over payment.

D2. CONTRACT ADMINISTRATOR

- D2.1 The Contract Administrator is:
Darcy Stewart, CA
Manager of Finance and Administration
Public Works Department
102-1155 Pacific Ave.
Winnipeg, MB R3E 3P1

Telephone No.: (204) 986-7388

Facsimile No.: (204) 986-7358

Email: dstewart@winnipeg.ca

D3. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D3.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D4. COMMENCEMENT

D4.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D4.2 The City intends to award this Contract by April 30, 2010.

D5. PAYMENT

D5.1 Fees shall be payable without deduction, including no deduction for income taxes, Canada Pension Plan or Employment Insurance premiums or contributions.

D5.2 The Contractor shall submit invoices monthly for the Services rendered within the previous month and the City shall pay same within thirty (30) days of confirmation of recovery of overpayments, subject to the approval of invoices by the Contract Administrator.

D5.3 The City may, at its option; pay the Contractor by direct deposit to the Contractor's banking institution.

D5.4 Prices from non-resident Contractors are subject to a Non-resident Withholding Tax pursuant to the Income Tax Act (Canada).

D6. DEFAULT AND TERMINATION

D6.1 The Contractor is in breach of or in default under this Contract if, at any time:

- (a) any representation or warranty made by the Contractor is false or misleading in any material respect; or
- (b) the City is reasonably of the opinion that:
 - (i) the Contractor is not carrying out the Services in a manner acceptable to the City or in accordance with the terms and conditions of this Contract; or
 - (ii) the Contractor has failed to comply with, any of its material obligations or undertakings under this Contract; and
 - (iii) the Contractor, on receiving notice in writing from the City of the breach, default or failure, has failed to remedy the breach, default or failure to the satisfaction of the City within five (5) days of receiving the notice, or in the event the breach, default or failure is such that it cannot be remedied within five (5) days, has failed to provide to the City within five (5) days of receiving the notice a plan, acceptable to the City, for remedying the breach, default or failure within a reasonable period of time; or
- (c) if any receiver or interim receiver, trustee or liquidator of all or substantially all of the Contractor's property is appointed; or if the Contractor makes an assignment for the benefit of its creditors or makes any assignment or has a receiving order made against it under the *Bankruptcy and Insolvency Act (Canada)*; or becomes bankrupt or insolvent or makes application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors; or takes any action whatever, legislative or otherwise, with a view to winding-up, dissolution or liquidation of the Contractor.

D6.2 If the Contractor is in breach of or in default under this Contract, the City may do or require one or more of the following:

- (a) suspend or withhold any payments due, or any part thereof, until the Contractor has remedied the breach, default or failure to the satisfaction of the City;

- (b) where the breach, default or failure is not remedied or is not capable of being remedied, terminate this Contract and any financial obligation of the City hereunder by giving notice in writing;
- (c) where the breach, default or failure is one described above, terminate this Contract and any financial obligation of the City hereunder by giving notice in writing.

D6.3 Upon notice of termination of this Contract being provided, the Contractor shall deliver to the City all reports, lists and other data and information and material utilized, collected, compiled, drawn or produced in connection with this Contract which are in its possession or under its control.

D6.4 Upon notice of termination of this Contract being provided, and upon receipt of a final statement for Services rendered, the City will pay to the Contractor such amounts as the Contractor may be entitled to receive under this Contract as a payment for Services properly rendered under this Contract up to the date of the notice. The City may set off against such payment any amounts owing to it by the Contractor.

D7. INDEMNITY

D7.1 The Contractor shall indemnify and save harmless the City from and against all claims, losses, costs, damages, suits, proceedings, or actions arising directly or indirectly out of or related to the Contractor's activities in executing the Services including the Contractor's omissions, negligence, improper acts or delays in executing the Services, for an amount equivalent to the Contract value.

D7.2 The City may settle any such claim, suit or lien and charge the Contractor with the amount paid or to be paid in effecting a settlement or which may be adjudged due by the City.

D7.3 The Contractor shall pay to the City the value of all legal services and disbursements required to defend it against any claim arising out of the Contract and in computing the value of such services no regard shall be had to the fact that the same may have been performed by a salaried employee of the City.

D7.4 The Contractor shall pay to the City all costs taxed against the Contractor in any litigation between the Contractor and the City arising out of the Contract.

D8. DECLARATION OF NO CONFLICT

D8.1 The Contractor hereby declares that this Contract is entered into in good faith on the part of the Contractor, that no member of City Council, administrative or financial officer, director or any other officer of the City has any pecuniary interest, direct or indirect, in this Contract or any other contract or part of a contract, or commission made pursuant to this Contract or to any benefit to arise there from, and agrees that it shall forfeit all claims for payment or otherwise under this Contract if any member of City Council, administrative or financial officer, director or any other officer of the City is at any time interested therein or if any interest therein is given or agreed to be given to it and as well shall refund to the City any monies paid to the Contractor by the City under this Contract.

D8.2 The Contractor declares that it has not participated in any collusive scheme or combine in connection with the Proposal or this Contract and agrees that it shall forfeit all claims for payment or otherwise under this Contract if it should ever be established that this declaration is false and as well shall refund to the City any monies paid to the Contractor by the City under this Contract.

D9. INFORMATION AND REPORTS

D9.1 The Contractor shall, at such time and in such form as the City may require, furnish such periodic reports concerning the status of the Services, such statements, certificates, approvals and copies of proposed and executed plans and claims and other information relative to the

Services as may be requested by the City. The Contractor shall furnish the City, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the Services.

D10. MODIFICATION OF CONTRACT

D10.1 This Contract may be modified by the parties hereto only by a written supplemental agreement executed by both parties.

D11. ASSIGNMENT

D11.1 The Contractor shall not voluntarily or by operation of law assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of the City. Any attempted assignment or transfer by the Contractor of its obligations without such consent shall be wholly void.

D12. CITY NOT OBLIGATED TO THIRD PARTIES

D12.1 The City shall not be obligated or liable hereunder to any party other than the Contractor.

D13. WHEN RIGHTS AND REMEDIES NOT WAIVED

D13.1 In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the City while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the City in respect of such breach or default.

D13.2 The waiver by either party of any breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach.

D14. DEFINITIONS

D14.1 Where used in this Request for Proposal:

- (a) **“Award Authority”** means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
- (b) **“Bidder”** means any person submitting a Proposal for the Work;
- (c) **“Business Day”** means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday;
- (d) **“City”** means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (e) **“Contract”** means the combined documents consisting of either:
 - (i) the agreement forwarded to the Contractor and all schedules thereto (consisting of the Request for Proposal and any documents (and Drawings) referred to and incorporated therein) together with the Proposal and any submissions required to be made by the Contractor after award, and all amendments to the foregoing; or
 - (ii) the Purchase Order prepared and forwarded to the Contractor which shall be deemed to include the Request for Proposal and any documents (and Drawings) referred to and incorporated therein, together with the Proposal and any submissions required to be made by the Contractor after award and all amendments to the foregoing.
- (f) **“Contract Administrator”** means the person designated as such in the Supplemental Conditions;

- (g) “**Contract Price**” means the price agreed upon for the Work and any adjustments thereto which may be required or agreed to pursuant to the Contract;
- (h) “**Contractor**” or “**Consultant**” means the person undertaking the performance of the Work under the terms of the Contract;
- (i) “**Council**” means the Council of The City of Winnipeg;
- (j) “**Manager of Materials**” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (k) “**may**” indicates an allowable action or feature which will not be evaluated;
- (l) “**must**” or “**shall**” indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (m) “**Person**” means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (n) “**Proposal**” means the offer contained in the Proposal Submission;
- (o) “**Proposal Submission**” means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (p) “**Request for Proposal**” means the Proposal Submission, the Bidding Procedures, the Supplemental Conditions, the Specifications (where applicable), the Drawings (where applicable) and all addenda;
- (q) “**should**” indicates a desirable action or feature which will be evaluated on a relative scale;
- (r) “**Site**” means the lands and other places, including structures, on, under, in or through which the Work is to be performed but does not include a Contractor’s Facility;
- (s) “**Subcontractor**” means a person contracting with the Contractor for the performance of a part or parts of the Work and includes a Subcontractor’s subcontractor;
- (t) “**Submission Deadline**” means the time and date set out in the Bidding Procedures for final receipt of Bids;
- (u) “**Supplemental Conditions**” means the portion of the Request for Proposal by that name which sets out terms and conditions specific to the Contract.
- (v) “**Total Performance**” means that the entire Work has been performed in accordance with the Contract;
- (w) “**Work**” means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract.