



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 789-2014

**REQUEST FOR PROPOSAL FOR CONSULTANT SERVICES FOR THE INVESTIGATION OF
BILLING AND ACCOUNTS RECEIVABLE ACTIVITIES WITHIN THE CITY OF WINNIPEG**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 REQUEST FOR PROPOSAL FOR CONSULTANT SERVICES FOR THE INVESTIGATION OF BILLING AND ACCOUNTS RECEIVABLE ACTIVITIES WITHIN THE CITY OF WINNIPEG

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 28, 2015.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. BACKGROUND INFORMATION

- B3.1 The City of Winnipeg currently consists of thirteen (13) departments and four (4) Special Operating Agencies decentralized throughout the City. For detailed organizational charts please refer to this url: <http://winnipeg.ca/cao/OrgCharts/default.stm>
- B3.2 The City currently employs approximately 9,000 hourly and salaried staff most of which are covered by eight (8) collective agreements.
- B3.3 It has long been the Public Service's motivation to be leaders in efficient delivery of services. Today's environment requires the Public Service to scrutinize, even more, all aspects of service delivery to ensure it is being delivered at top value for money to its tax and rate payers. This, of course, applies to both those services received directly by the citizens of the City of Winnipeg and the internal services provided in support.
- B3.4 The current decentralized Billing and Accounts Receivable model consists of a number of unique and diverse processes within departments that captures the same base data. Many departments have incorporated the delivery of this service within the Finance area. Common software for billing and accounts receivable provides the opportunity to standardize and consolidate processes where it makes operational sense and to improve service to the public.
- B3.5 The City of Winnipeg currently uses Oracle's PeopleSoft system which includes a variety of Financial, Human Resources and Enterprise Performance Management modules. In addition, many custom developed applications and third party vendor software packages interface on a regular basis with PeopleSoft.
- B3.6 The City is undertaking what is anticipated to be a multiphase project to review existing billing and accounts receivable processes and systems and determining what if anything should be done. This project is expected to consist of the following phases:
- (a) Phase 1: consists a discovery phase to identify and document all departmental billing and accounts receivable systems. This would include any software being used, existing processes and procedures, forms, staff, etc. A report detailing the "as is" state, with recommendations for the future state, staffing implications, tangible and intangible benefits and a business case would be the deliverables from this phase 1. The business case would serve to support Phase 2 of this project, if warranted. **This RFP is strictly for Phase 1 only;**
 - (b) Phase 2: would include the configuration and implementation of the PeopleSoft Enterprise Billing and Accounts Receivable Modules (the City owns these), integration with other PeopleSoft Modules, elimination of departmental stand-alone systems, where justified, and possible integration with departmental applications, where justified. This phase may also require the implementation of PeopleSoft Feature Paks and a PeopleTools upgrade.

Feature Paks are Oracle's delivery method to provide new functionality between major releases while the PeopleTools upgrade will provide the infrastructure to apply the Feature Paks.

- (c) Phase 3: would involve integrating the PeopleSoft Enterprise Billing and Accounts Receivable Modules with departmental applications, where justified, that currently have their own receivables functionality. E.g. Water and Waste Billing System, Assessment and Taxation Billing System, etc. Resources from the Data & Application Services would be required to assist in the integration, along with assistance for the PeopleSoft support team, but the majority of work would be done by departmental resources and would require a commitment by the department to make this happen. Integration of each departmental application would be a separate project that would require its own team of resources and timeline, depending on the complexity of each application and whether it is in house developed or purchased software, which is unknown at this time. This work would have to be prioritized within each department and would be dependent on other departmental priorities.
- (d) The following are objectives of Phase 2 and 3:
 - (i) reduce costs;
 - (ii) eliminate duplicate data entry;
 - (iii) continue leveraging the investment made in PeopleSoft;
 - (iv) provide consistent efficient processing of accounts receivable at the City of Winnipeg;
 - (v) eliminate the various departmental stand-alone applications and 3rd party software, where justified;
 - (vi) consolidate all accounts receivable data into one application to provide the ability to present the total amount billed by and owing to the City of Winnipeg by a citizen, business or in its entirety;
 - (vii) provide the City with Billing and Accounts Receivable reporting capabilities currently not readily available;
 - (viii) automated integration with other PeopleSoft modules;
 - (ix) minimize bad debt;
 - (x) manage cash flow;
 - (xi) provide a corporate solution to departments requiring billing and receivable functionality;
 - (xii) improve the quality, reliability and/or timelines of information production;
 - (xiii) reduce cost of maintaining the internal control environment, through standardization and automation of business processes, practices, policies and governance;
 - (xiv) greater control over the standard of service;
 - (xv) greater economies-of-scale benefits in transactional work.

B3.7 This review is an opportunity to gain further insight into service specific billing and accounts receivable systems and to provide recommendations for improvement. The PeopleSoft implementation project was one of the most significant IT/business process reengineering projects the City has undertaken. With such a wide footprint, there were aspects that could have been included but were deferred. Departmental Billing and Accounts Receivable systems was one of these.

B3.8 In the interest of having financial data captured and available in a centralized PeopleSoft environment, this investigation must determine the benefits and costs of replacing existing standalone and third party systems (such as Excel spreadsheets, Mind Your Own Business (MYOB), etc) as well as integrating the new PeopleSoft solution with existing departmental whose functionality goes beyond Billing and Accounts Receivable components (such as Water & Waste, Tax & Assessment, etc.). This investigation will result in a report with recommendations of what to do, in what order to do it and the reasons why it should be done.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Project Manager identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B4.7 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 Project Manager in writing.

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 Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- 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 Project Manager.

B6. ADDENDA

- B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Bidder is responsible for ensuring that it 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.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B8;
- (b) Form B: Prices (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) Project Approach (Section D), in accordance with B11; and
- (c) Project Schedule/Work Plan (Section E) in accordance with B12.

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, to constitute a responsive Proposal.

B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") and seven (7) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.

B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.10 Proposals shall be submitted to:

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

B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

B8.1 The Proponent shall complete Form A: Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its 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: Proposal should be printed 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. PRICES (SECTION B)

B9.1 The Proponent shall state the price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.3, the price on Form B: 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.

B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should:

- (a) include at least three (3) references, preferably from the public sector, where the proposed resources have participated in the recent and/or current projects of similar scope and magnitude. Each reference should include:
 - (i) name and scope of project;
 - (ii) name of client organization, contact name, address and telephone number;
 - (iii) duration of project;
 - (iv) a brief description of the project including whether or not the project was completed within/under/over budget and within the time period assigned;

- (b) have the following skill sets for providing project management skills, including but not limited to the following:
 - (i) develop a successful project plan to investigate consolidation of Billing and Accounts Receivable activities similar in scope and magnitude to that of the City;
 - (ii) manage the activities, resources, timelines and deliverables associated with the project plan;
- (c) for each person assigned to the project the Bidder should provide:
 - (i) a brief resume identifying their qualifications, experience, number of years with the Bidder's company and specific roles played on reference projects;
 - (ii) confirmation of availability during the required timeframe;
 - (iii) knowledge of Billing and Accounts Receivable systems and their integration with enterprise systems;
 - (iv) a description of the resources on site versus off site work schedule;
- (d) provide demonstrated experience with PeopleSoft Accounts Receivable and PeopleSoft Billing is required;
- (e) provide information detailing knowledge and experience of PeopleSoft eBill Payment.

B11. PROJECT APPROACH (SECTION D)

- B11.1 The Bidder should submit their project approach based on their understanding of the Work for their project team and the City.
- B11.2 The Bidder should also identify potential risks and solutions to minimize these risks so the timeline for completion can be met.
- B11.3 The Bidder shall provide on-site expertise to perform those duties required to investigate and make recommendations for the consolidation of Billing and Accounts Receivable activities at the City of Winnipeg. Please advise how you will accomplish the delivery of this expertise.
- B11.4 The Bidder shall provide an estimate of what resources the City will be required to provide during the duration of the contract. Please provide as much detail as possible including durations, level of resources (skills and effort), facilities, etc. This estimate should be included with the implementation plan and schedule in E2.2(I) to provide a complete picture of the next phase (s) of the project.

B12. PROJECT SCHEDULE/WORK PLAN (SECTION E)

- B12.1 The Bidder should submit a schedule/workplan outlining the major activities, deliverables, resources (including City resources) and dates which the project will follow.

B13. SUBSTITUTIONS OF ASSIGNED PERSONS

- B13.1 If, following your Submission and before award of Contract, you become aware that any persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute person. Failure to do so may result in disqualification of your Submission from the RFP process.

B14. DISCLOSURE

- B14.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B14.2 The Persons are:

- (a) N/A

B15. QUALIFICATION

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract.

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- (e) upon request of the Project Manager the Security Clearances as identified in PART F - .

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/> .

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Total Bid Price 40%;
- (d) Experience of Proponent and Subconsultants 30%;
- (e) Project Approach 20%;
- (f) Project Schedule/Work Plan 10%.

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B21.4 Further to B21.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B21.4.1 Further to B21.1(c), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the information submitted in response to B10.

B21.6 Further to B21.1(e), Project Approach will be evaluated considering the information submitted in response to B11.

B21.7 Further to B21.1(f), Project Schedule/Workplan will be evaluated considering the information submitted in response to B12.

B21.1 This Contract will be awarded as a whole.

B21.2 Notwithstanding B21.1(d) to B21.1(f), where Proponents fail to provide a response to B7.2(a) to B7.2(c), the score of zero may be assigned to the incomplete part of the response.

B22. AWARD OF CONTRACT

B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;

- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

B22.4 The City may, at its discretion, award the Contract in phases.

B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.

B22.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.

B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Don Conolly
Manager, Financial Systems
Telephone No. 204- 204-986-2372
Facsimile No. 204- 204-944-1184
E-mail: dconolly@winnipeg.ca

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B7.10

D3. SCOPE OF SERVICES

D3.1 The Work to be done under the Contract shall consist of the investigation of Billing and Accounts Receivable activities within the City of Winnipeg.

D3.2 The major components of the Work (further detailed in E2.2) are as follows:

- (a) investigate, understand and document current Billing and Accounts Receivable activities within the City;
- (b) develop a comprehensive report that includes:
 - (i) recommendations for improvement;
 - (ii) related business case with cost and benefits;
 - (iii) an implementation plan.

D3.3 Upon the completion of Phase 1 , the City reserves the right to negotiate and award Phase 2 and 3 or parts thereof to the successful bidder for Phase 1;

- (a) Further to D3.3, for Phase 2 and 3, the City reserves the right to:
 - (i) Implement the proposed solution with its own forces; or
 - (ii) Issue a Request for Proposal for the implementation of the proposed solution, or parts thereof.

D4. CONTRACTOR'S SUPERVISOR

D4.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D4.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D4.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.

D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D5.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;

- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Consultant who violates any provision of D4 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D7. INSURANCE

D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other

Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 2,000,000 per claim and \$ 2,000,000 in the aggregate.

- D7.2.1 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.
- D7.3 The policies required in D7.2(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.
- D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).
- D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D7.8.
- D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 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.
- D8.2 The Consultant shall not commence any Services until:
 - (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the insurance specified in D7;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D8.3 The City intends to award this Contract by November 25, 2015.

D9. CRITICAL STAGES

- D9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
 - (a) Project Initiation

- (b) Discovery Complete;
- (c) Recommendation Report Complete and Accepted.

MEASUREMENT AND PAYMENT

D10. INVOICES

D10.1 Further to C11, the Contractor 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

Email: CityWpgAP@winnipeg.ca

D10.2 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 Contractor's GST registration number.

D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D10.4 Bids Submissions must be submitted to the address in B7.10

D11. PAYMENT

D11.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D11.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D12. PAYMENT SCHEDULE

D12.1 Further to C11, payment shall be in accordance with the following payment schedule:

- (a) Project Initiation – 30%
- (b) Discovery Complete – 30%
- (c) Recommendation Report Complete and Accepted – 40%

D12.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E2. SERVICES

E2.1 The Contractor shall investigate the Billing and Accounts Receivable activities within the City of Winnipeg in accordance with the requirements hereinafter specified.

E2.2 The Work shall include, but not be limited to the following:

- (a) provide a proposed project approach, schedule and work plan;
- (b) investigate, understand and document current Billing and Accounts Receivable activities within the City of Winnipeg (people, technology, processes, workflows, data flow diagrams, etc.);
- (c) identify current workloads (FTE's, volume, etc.);
- (d) identify common and unique circumstances;
- (e) survey other municipalities to learn from experiences;
- (f) transfer of knowledge pertaining to Accounts Receivable/Billing/eBilling. Include a description of how the transfer of knowledge would be accomplished;
- (g) develop communication strategies with stakeholders (Directors, Controllers, Finance Managers; employees, bargaining agents, etc.);
- (h) develop a change management approach indicating the level of change required, who will be impacted and how much of an impact it will be and the best approach to dealing with the change. The City of Winnipeg has a change management network of staff who are ADKAR certified and can be engaged to assist with implementing changes if required;
- (i) provide recommendations for improvements to processes, procedures and systems considering appropriate internal control structures, legislative requirements and collective agreements. Include options considered and why an option was chosen and why other options were discarded;
- (j) provide a related business case, including identifying and documenting required changes to PeopleSoft, departmental systems, technologies, processes, etc., develop organizational structure and identify physical location changes for the new Billing and Accounts Receivable processes. Include costs and timeframes for all recommended changes;
- (k) determine costs and benefits of replacing departmental systems not using PeopleSoft;
- (l) develop an implementation plan and schedule including transition plans for each department and Special Operating Agency. Although a three (3) phase approach has been discussed in B3.6 do not be limited in developing an implementation plan and schedule that from your analysis will be more appropriate. Please identify why you believe that your approach is superior; and
- (m) develop an implementation team structure.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- F1.2 The original Criminal Record Search Certificate (Form P-253) 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 Criminal Record Search Certificate (Form P-253) to the Project Manager.
- F1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.5 Any Criminal Record Search Certificate 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 its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.