



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 614-2015

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE
DEVELOPMENT OF CORPORATE AND DEPARTMENTAL ASSET MANAGEMENT PLANS**

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 PROFESSIONAL CONSULTING SERVICES FOR THE DEVELOPMENT OF CORPORATE AND DEPARTMENTAL ASSET MANAGEMENT PLANS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, October 21, 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (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.

B3.3 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.

B3.4 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.

B3.5 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.

B3.6 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.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 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>
- B5.2.2 The Proponent 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.
- B5.3 The Proponent 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.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Form B: Fees (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. The number of pages will be limited to 15 pages maximum excluding those components identified in B6.1 and the appendices (I.e. for Resumes). 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.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B6.8 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.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

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

B7.2 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.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

B8.1 The Proponent shall state the fixed fee in Canadian funds for each item on Form B: Fees.

- B8.1.1 Project Management cost identified on Form B; line item 6, Project Management is intended to capture time for all management activities associated with the Project.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Cost.
- B8.3 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any alcoholic beverage.
- B8.4 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.5 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing Strategic, Corporate and Departmental asset management plans on up to three projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the Consultant;
 - (c) project's original contracted cost and final cost;
 - (d) project's original contracted schedule and final schedule
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of business, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.2 Include an organizational chart for the Project and describe how that structure integrates with the City's existing program delivery structure identified in Appendix A.
- B10.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.2.
- B10.4 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of Project;

- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per Project).

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's Project Management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the City's Project methodology with respect to the information provided within this RFP; and
 - (c) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 For each person identified in B10.3, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.
- B11.6 The Proponent's Proposal should include a framework for the development of each of the deliverables identified in Form B and noted below:
- (a) Data Assessment, Finalize Content and Documents Format and Structure;
 - (i) The quality of asset data will vary between Departments. The Proponent's proposal needs to outline their approach to assessing the data currently available at Corporate and at each Department.
 - (ii) How the various data sources will be reconciled and transitioned in the specific Asset Management Plans
 - (iii) The distinction between the Corporate Asset Management Plan (CAMP) and Departmental Asset Management Plans (DAMP). Outline how specific content sections as identified in the Appendix E - City's Asset Management Plan Framework and Guideline would be separate documents or sections within either the CAMP or DAMP.
 - (iv) The approach to determine whether the CAMP and DAMP will be service based or a Departmental view of the information
 - (b) Develop Corporate Strategic Asset Management Plan (SAMP);
 - (i) Outline the approach to develop the SAMP, including objective of the SAMP within the City organization.
 - (c) Develop Corporate Asset Management Plan:
 - (i) Outline the approach to develop the CAMP, review timelines and milestones and sign-off.
 - (ii) Identify the proposed content structure for the CAMP as identified in Appendix E.
 - (iii) How each Department and associated Service area (including Special Operating Agencies) are integrated into the CAMP and whether a specific Department warrants a stand-alone DAMP. The Departments can be aligned to 3 groups:
 - (i) Large Asset Inventory Departments - Planning Property & Development (Municipal Accommodations), Public Works, Water & Waste, Transit and Corporate Support Service
 - (ii) Departments that provide the service to the customer and have entered into service level agreements with Planning Property & Development (Municipal

Accommodations) to manage their asset: Community Services, Fire & Paramedic, Police, City Clerks (Archive building).

- (iii) Special Operating Agency
- (d) Develop Departmental Asset Management Plans:
 - (i) The structure and content of the DAMP, specifically how information aligns with Appendix E
 - (ii) Outline the approach to develop the DAMP, review timelines, milestones and sign-offs.
- (e) Project Management
 - (i) How the Proponent will engage the Corporate and Departmental Teams.
 - (ii) Key management activities that will be undertaken to control the Project's scope, cost and schedule to ensure quality deliverables.

B11.7 Supporting documents - The following supporting documents are posted as separate documents to this RFP.

- (a) Asset Management – Management System (Appendix B)
- (b) FM-004 Asset Management Administrative Standard (Appendix C)
- (c) Strategic Asset Management Roadmap (Appendix D)
- (d) Asset Management Plan Framework and Guideline (Appendix E)
- (e) Department-Service-Asset Matrix (Appendix F)
- (f) Infrastructure Deficit and Funding Options report to Council (Appendix G)
- (g) F1-011 Asset Management Policy (Appendix H)
- (h) PeopleSoft TCA data field (Appendix I)

B12. PROJECT SCHEDULE (SECTION F)

- B12.1 The Proponent should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services..
- B12.2 The Proponent's schedule should include critical dates for the City's review and approval milestones. Reasonable times should be allowed for completion of the City's review of the deliverables.
- B12.3 Funding has been approved for the scope of Services in Phase 1 and the scope of Services in Phase 2 requires Council approval of the 2016 capital budget.
- B12.4 Schedule
 - (a) Services should be completed for both Phase 1 and 2 by the end of the second quarter 2016.

B13. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to this Service. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
 - (a) N/A

B14. QUALIFICATION

B14.1 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;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B14.2 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>

B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) 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 E -.

B14.4 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.

B14.5 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.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 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/> .

B15.3 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.

B15.4 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.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 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.

B17. WITHDRAWAL OF OFFERS

B17.1 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.

B17.1.1 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.

B17.1.2 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.

B17.1.3 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 B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 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.

B18. INTERVIEWS

B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

B19.1 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.

B19.2 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.

B19.3 If, in the course of negotiations pursuant to B19.2 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.

B20. EVALUATION OF PROPOSALS

B20.1 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 there from: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 25%
- (g) Project Schedule. (Section F) 5%

B20.2 Further to B20.1(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.

B20.3 Further to B20.1(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.

B20.4 Further to B20.1(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.

B20.4.1 Further to B20.1(a), 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.

B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested in response to B9.

B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity in response to B10.

B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization in response to B11.

B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project in response to B12.

B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

B21. AWARD OF CONTRACT

B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B21.2 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.

- B21.2.1 Without limiting the generality of B21.2, 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.
- B21.3 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.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B21.5.1 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.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 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.
- B21.8 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:

Ron Amann

The City of Winnipeg

Corporate Finance – Infrastructure Planning Division

Email: ramann@winnipeg.ca

Telephone No. 204 986-4580

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 B6.10

D3. BACKGROUND

D3.1 In 2009 Council received a report on the City's Infrastructure Deficit and Funding Options (Appendix G). Following acceptance of that report, the Public Service implemented a City-wide asset management program in 2010. A number of key components of that program have been developed such as the F1_011 (Appendix H) City's Asset Management Policy, FM-004 - Asset Management Administrative Standard (Appendix C) and the Investment Planning and Project Management manuals c/w procedures and templates.

D3.2 As part of the program development, the Public Service has implemented specific elements of the Investment Planning process such as Business Case development and Multi-criteria prioritization of investments. Customer LOS metrics and Asset risk assessment models were developed for specific asset groups within specific Departments but the models were not fully developed or costed.

D3.3 A next step in our asset management roadmap is to develop a Corporate Strategic Asset Management plan, Corporate Asset Management Plan and Departmental Asset Management Plans.

D4. SCOPE OF SERVICES

D4.1 Award of Contract in Phases – Funding has been approved for the Scope of Services in Phase 1 and the scope of Services in Phase 2 requires Council approval of the 2016 capital budget. Typically Council approves the budget early in the 2016 but there is no defined timeline. The Scope of Services for each phases is as follows:

- (a) Phase 1: All Services identified in D4, except the scope identified for Phase 2.
- (b) Phase 2: The development of DAMP for Water & Waste will be considered Phase 2 scope. The Consultant will perform the data assessment activities but no Services can proceed on developing any of the DAMP components for Water & Waste until the 2016 capital budget is approved.

D4.2 The Services required under this Contract shall consist of Professional Consulting Services for the Development of Corporate and Departmental Asset Management Plans in accordance with the following deliverables:

- (a) Data Assessment, Finalize Content and Documents Format and Structure;
- (b) Develop Corporate Strategic Asset Management Plan (SAMP);
- (c) Develop Corporate Asset Management Plan (CAMP);
- (d) Develop Departmental Asset Management Plans (DAMP); and
- (e) Project Management (Phase 1 and Phase 2).

The following sections provide further requirements and clarification of each of the deliverables above.

D4.3 Data Assessment and Finalize Content

- (a) The purpose of this stage of the Project is for the Consultant to rationalize the data sources and the content across the City in order to recommend the level of reporting in the Asset Management Plans. This stage includes reviewing the Infrastructure Deficit and Funding Options report to Council in Appendix G. If the Consultant determines during the data assessment that there is an opportunity for the Department to improve their data, and the Department is in agreement, the Department should be given reasonable time to make the adjustments.
- (b) The City's Project Manager shall make the final decision based on the Consultant's recommendation, budget and schedule constraints.
- (c) Based on the results of the assessment, all deliverables will be developed based on the quality of data available. An improvement plan shall be provided consistent with Part 7 Improvement & Monitoring Plan identified in Appendix E - Asset Management Plan Framework and Guideline.
- (d) A key objective for this assignment is that the data captured will be a foundation for future Asset Management Plan updates. The Consultant shall develop a repeatable process to gather and document data for future updates of both the CAMP and DAMP.
- (e) The City of Winnipeg utilizes PeopleSoft and the asset management module as the Corporate financial solution. The PeopleSoft data fields are itemized in Appendix I.
- (f) The Departments are responsible to maintain asset registers. Each Department's asset register is at various levels of completeness based on our organizational asset management maturity.

D4.4 Documents Format and Structure:

- (a) As the various deliverables are Public documents, the expectation is that content must be written and presented for that type of audience. That is, pictures and graphics preferred to text and tables, tables to numbers, and bullet or point form vs. extended paragraphs of words.
- (b) As an example, the City likes the look and feel of the City of Ottawa's State of the Infrastructure Report which can be found at this link. The City will consider other options for format and content that can improve upon and at the same time achieve the above objective. <http://ottawa.ca/en/city-hall/accountability-and-transparency/corporate-planning-and-performance-management-0>

D4.5 Corporate Strategic Asset Management Plan (SAMP);

- (a) Our objective is the SAMP will outline how the Asset Management – Management System (Appendix B) as defined in the FM-004 AM Administrative Standard (Appendix C) will be developed and sustained. The SAMP provides the supporting dialogue for each deliverable identified in the SAMP Roadmap (Appendix D). The SAMP focus is the system while the Asset Management Plans focus on defining and quantifying service delivery and the assets that provide a service to the customer.

- (b) The expectation is the SAMP will be in the order of 15-20 pages and focus on the strategy the City of Winnipeg will implement to achieve a mature Asset Management – Management System within a specific number of years.
- (c) The City will use the SAMP to develop a Corporate Asset Management Program plan to deliver those identified strategies.

D4.6 Departmental Asset Management Plans (DAMP)

- (a) The City's expectation is the table of content of the DAMPs will align with the City's Asset Management Plan Framework and Guideline (Appendix E) which is based on best practises such as PAS55 (The Institute of Asset Management), ISO 55000 and the IIMM (International Infrastructure Management Manual). Each section in the Framework and Guideline document can be a separate stand-alone document or a section within a main document.
- (b) The Consultant may recommend changes to that format in their proposal or based on the data assessment as part of their recommendation provided per clause B11.6 (a).

D4.7 Corporate Asset Management Plan (CAMP)

- (a) The following Departments are in Scope:
 - (i) The Departments and their associated Services and assets are identified in Departmental - Service - Asset matrix (Appendix F).
 - (ii) The size and complexity of the asset inventories vary between Departments. Some Departments are responsible for service delivery to the customer and have, or are in the process of, entering into service level agreements with a specific Department to manage their assets.
- (b) Special Operating Agency (SOA) – The SOAs operate as separate business units from the City of Winnipeg and therefore are responsible to manage their assets independently.
 - (i) The Winnipeg Parking Authority is the only SOA that is in scope.
 - (ii) The other SOA's (Animal Services, Winnipeg Golf Services and Winnipeg Fleet Management Agency) shall be assessed as part of the Data Assessment stage and subject to data completeness assessment and their assets included in the CAMP – State of Infrastructure report.

D4.8 Project Management

- (a) The Consultant's Project manager shall manage all aspects of the Project to ensure integration with the City's asset management program structure (Appendix A), Project scope, cost and schedule controls are in place and utilized and a quality deliverables are submitted.

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 Services;
- (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 D5 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 \$500,000 per claim and \$1,000,000 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.

D8. SCHEDULE

- D8.1 A lead for each Departmental Team has been identified and will be responsible to arrange the appropriate resources within the Department. The Consultant needs to provide their schedule in advance of services so the Departments have adequate time to reserve people's time. Prior to each meeting, the Consultant will inform the lead of the specific meeting objectives and any information that needs to be made available

SCHEDULE OF SERVICES

D9. COMMENCEMENT

- D9.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D9.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the insurance specified in D7;
 - (iii) schedule of Services specified in D8
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by November 27, 2015

D10. PAYMENT

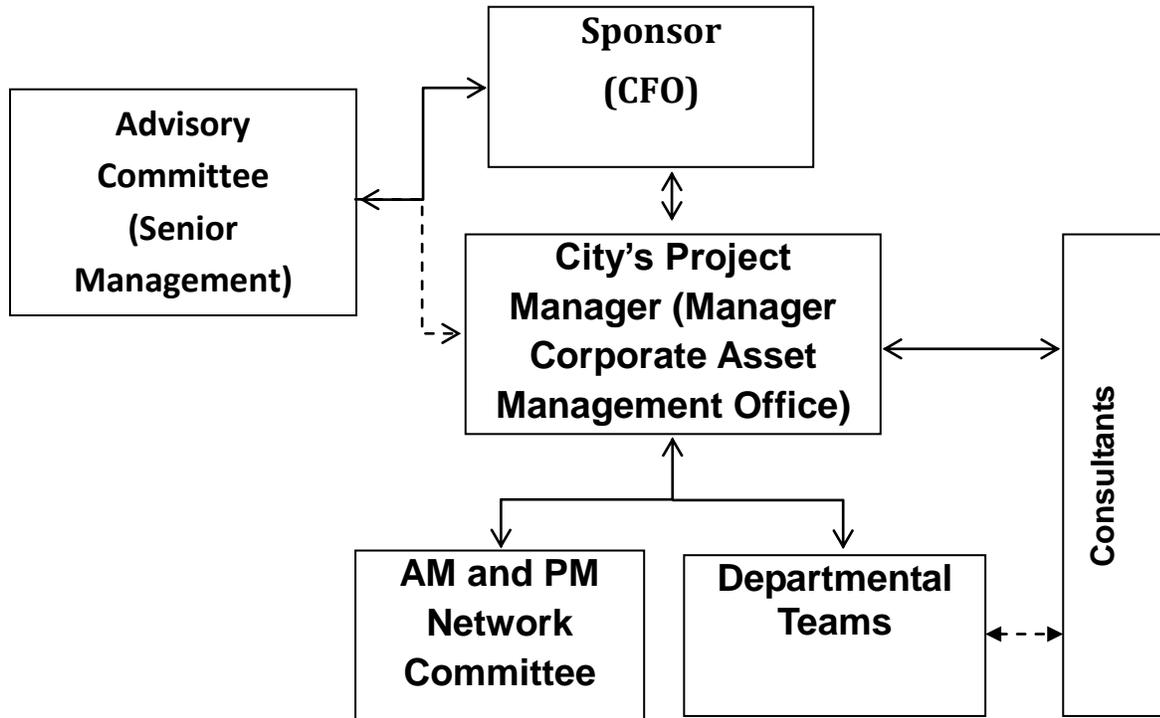
- D10.1 Further to C10, payment shall be made after completion and approval of each deliverable (line items identified in Form B: FEES) in accordance with the schedule below. The Project Manager's decision is final in determining the status of each deliverable
- (a) 30% - Initial review of preliminary activities and agreement for how the deliverable will be completed;
 - (b) 60% - First draft presented and submitted to City for Review; and
 - (c) 100% - Final draft accepted by City.
- D10.2 Further to C11, the Consultant shall submit the invoice with supporting documentation to the Project Manager identified in D2

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Services 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/> .
- E1.2 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
- E1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Services, 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 Services.
- E1.4 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 Services.
- E1.5 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.
- E1.6 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 Services.

Appendix A City's Program Delivery Organizational Structure



APPENDICES THAT ARE POSTED AS SEPARATE DOCUMENTS TO THE RFP

| | |
|-------------------|--|
| Appendix B | Asset Management -Management System V3.0 |
| Appendix C | FM-004 Asset Management Administrative Standard |
| Appendix D | Strategic Asset Management Roadmap |
| Appendix E | Asset Management Plan Framework and Guideline |
| Appendix F | Department-Service-Asset Matrix |
| Appendix G | Infrastructure Deficit and Funding Options report to Council |
| Appendix H | F1-011 Asset Management Policy |
| Appendix I | PeopleSoft TCA data fields |