



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 191-2018**

**WATER AND WASTE DEPARTMENT BUSINESS INTELLIGENCE AND ANALYTICS  
- PHASE 1**

**Note to Proponents: Please be aware of revisions to B16.3**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 WATER AND WASTE DEPARTMENT BUSINESS INTELLIGENCE AND ANALYTICS - PHASE 1

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 18, 2018.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least six (6) 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 Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator 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 Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 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>
- B5.4 The Proponent is responsible for ensuring that he/she 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.
- B5.5 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. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal; and
  - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
  - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
  - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 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) plus one (1) copy in an MS Office compatible electronic format (e.g. Adobe PDF document) on a standard CD or USB flash drive for the sections identified in B7.1 and B7.2. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.
- 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 contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their 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**

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 12 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 his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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**

B9.1 The Proponent shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B9.1.1 Notwithstanding C11.1.1 and C11.1.3, prices 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 SUBCONTRACTORS (SECTION C)**

B10.1 Proposals should include:

(a) details demonstrating the history and experience of the Proponent and Subcontractors in providing services as per D3 on at least three projects of similar complexity, scope and value.

B10.2 For each project listed in B10.1, the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor and the client;
- (c) project's variation between contracted cost and final cost;
- (d) project schedule (anticipated Project schedule and actual project delivery schedule);
- (e) project owner;
- (f) reference information (one current name with telephone numbers per project).

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

B10.2.2 Where applicable, information should be separated into Proponent and City personnel.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

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

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

B11.1.1 Include an organizational chart for the Project.

B11.2 Submit the experience and qualifications of all Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and all team members. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in business intelligence and analytics 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 B11.1.1.

B11.3 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 B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (one current name with telephone numbers per project).

**B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

- B12.2 Methodology should be presented in accordance with the Scope of Services identified in . Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. Internal (City personnel) and external (contractor/vendor) resource requirements should be distinctly identified; their roles and responsibilities should be clearly defined; and their work effort and duration of involvement on the project should be specified.
- B12.3 Proposals should address:
- (a) Design and assemble the full team required to complete the Work, including delineation of Internal (City personnel) and External (Contractor/Vendor) resources.
  - (b) the team's understanding of the broad functional and technical requirements;
  - (c) the team's understanding of the value of business intelligence and analytics including but not restricted to topics such as big data, analytics, insights, and deep learning, and how it applies to a municipal utility;
  - (d) the proposed Project budget ;
  - (e) the City's Project methodology with respect to the information provided within this RFP;
  - (f) any other issues that conveys your team's understanding of the Project requirement; and
- B12.4 For each person identified in B11, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

### **B13. PROJECT SCHEDULE (SECTION F)**

- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments, durations (weekly timescale) and milestone dates or events. The resource assignments and amounts must align with information provided in response to B12.4. City personnel and Proponent/Subcontractor/Vendor resources need to be distinctly identified separately. The schedule should address each requirement of the Scope of Services. The schedule should also be updated regularly with greater detail through the duration of the project after the contract has been awarded.
- B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

### **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; and

- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B15.2 The Proponent and any proposed Subcontractor (for the portion of the Work 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 Subcontractor (for the portion of the Work 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 Work 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) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART E -

## **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 and their address(es) 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 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## **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 Work until a Contract for the Work has been duly executed and the performance security furnished 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 his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B18.1.1 Notwithstanding C22.5, 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 12 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 12 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 his/her Proposal after the Submission Deadline but before his/her 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 Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B20. NEGOTIATIONS**

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
  - (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B15.3: (pass/fail)
  - (c) Total Bid Price; 40%
  - (d) Experience of Proponent and Subcontractor; (Section C) 15%
  - (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
  - (f) Project Understanding and Methodology (Section E) 15%
  - (g) Project Schedule. (Section F) 5%

- 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(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B21.5 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B11.
- B21.6 Further to B21.1(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 accordance with B12.
- B21.7 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B21.8 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.4 Further to B21.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B21.5 This Contract will be awarded as a whole.
- B21.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **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 Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, 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.

- B22.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B22.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B22.5 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 purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 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 Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. BACKGROUND

D2.1 The Water and Waste Department (WWD) is one of the largest and most complex departments within the City of Winnipeg and has a heavy reliance on technology to manage and deliver its critical services to its customers. Technology in the utility sector—as in all other industries—is advancing at a rapid pace and customers in turn are demanding more and better access to their information. In order to ensure that its future service delivery can be performed at the regulated levels of high quality and with optimum efficiency and cost effectiveness, it will be necessary for WWD's technology enablement to continue to grow and mature alongside the business. It was this need that was reflected in WWD technology vision of the Department evolving into a Utility of the Future in the years ahead.

The Department consists of three distinct “utilities” – water, wastewater and solid waste disposal. City Council has final authority to set water and sewer rates, and to approve by-law amendments which incorporate new or changes to existing rates for Department services.

WWD's core services are:

- Water supply, treatment and distribution;
- wastewater collection and treatment;
- land drainage and flood control;
- garbage collection and disposal; and
- recycling and waste minimization.

#### **Business Intelligence and Analytics Overview**

The acceleration of time-to-insight requirements of today's utility business demands can be achieved through the democratization of analytics capabilities via self-service and visualizations. A modern business intelligence and analytics platform drive value through:

- Diversity of data sources;
- expanded access to users across the enterprise; and
- adequate governance of self-service content.

The Water and Waste Department has identified the need for a Business Intelligence and Analytics solution that will develop the governance, methodologies, people, processes, architectures and technologies that will transform the Department's data assets into accurate, trusted, and assured insights to enable evidence-based decision making.

The solution should encompass the following high-level features:

- Provide users throughout the Department with self-service access to the data and insights they need, no matter where the information resides;
- Provide the foundation for well-conceived dashboards, user-friendly ad hoc capabilities, data enrichment, forward-looking predictive analytics, and nurture deep learning.

- Rather than being tied to the capabilities of a specific commercial tool offering, the foundation and roadmap activities must be valid regardless of the toolset(s) eventually selected by the Department.

The City of Winnipeg Corporate Support Services initiated a project in 2017 to develop business intelligence capabilities across all Departments within the City of Winnipeg. It has been documenting business requirements in preparation for next steps. It will be important for the Proponent to account for and consider how to best align to Corporate requirements to deliver the best overall value for both the City of Winnipeg and the Water and Waste Department.

### **Two-Phase Solution Delivery**

The Department envisions a two-phased approach to fulfillment comprised of the following phases:

Phase 1: Scoping, Analysis, and Plan

Phase 2: Execution

This Request for Proposal is specific to the fulfillment of the Scope of Services (D3) for Phase 1 only.

## **D3. SCOPE OF SERVICES**

- D3.1 The major components of Work should be performed on site as specified by the Contract Administrator and is anticipated to be completed within six (6) months from the time of the Work's commencement.

### **Current State**

- D3.2 The Work to be done under the Contract shall consist of professional services to identify and work with stakeholders in each WWD Division, and the Department overall to understand the current state of Business Intelligence and Analytics including all of the available data and information sources and the various tools used for BI&A and management reporting. This effort should also seek out and leverage existing materials to aid in discovery and understanding. The current state understanding should be documented only to the degree necessary to baseline the current state capabilities and BI&A-related tools in use, and for what purposes. This should also capture BI&A and management reporting-related business needs that are currently unmet.

### **Future State**

- D3.3 Work with stakeholders in each WWD Division, and the Department overall, to envision and document a detailed and comprehensive BI&A future state that meets the business needs of Divisions and the Department, that incorporates best practices in BI&A from the utilities industry (particularly peer organizations to WWD). The Future State should be framed around addressing: People (i.e. cultivation of a BI&A organizational culture through communication and training); Process (i.e. develop the Governance and Procedures to perform BI&A); and Technology (i.e. implement the necessary tools required to enable BI&A). WWD anticipates that the core focus will be a modern analytics approach, with empowered users and self-service tools and capabilities, with traditional BI&A/data warehousing proposed if/where needed to fulfill the future state vision. The future state will also include recommendations for WWD BI&A governance, sustainment, and continuous improvement to ensure the ongoing success of the WWD BI&A program.

### **Gap Analysis**

- D3.4 Perform a gap analysis between the documented current and future states, identifying what actions, capabilities, and tools need to be undertaken to close the gaps, and work with the project's identified stakeholders to validate the analysis, and produce and deliver detailed BI&A business requirements that will support the creation of a practical, two-phase plan (as per 0) that WWD can use to implement the identified work.

## Recommendations

- D3.5 Apply the appropriate methodologies and evaluation techniques or tools to complete a comprehensive market scan to identify the most effective BI&A tools and models to best address the gaps identified in 0 Gap Analysis, and meet the People, Process, and Technology needs identified in 0 Future State. The recommendations provided should identify and evaluate the end-to-end resources (City and third-party services) and materials (including hardware and software, consistent with the City of Winnipeg's technical and operating environment) required to implement the recommendations.

## Proof of Concept

- D3.6 Design, construct, and present a minimum of two and no more than four high-level, interactive proof of concepts using real-world WWD data and business examples to showcase the features of the recommended technical solutions. Proponents should find ways such as leveraging trial licensing and/or cloud solutions to minimize the costs of performing the proof of concept(s) and all such costs must be included within the overall proposal cost.

## BI&A Project Execution Plan

- D3.7 Develop a comprehensive project plan for the execution of the recommendations that clearly identifies and quantifies the resource requirements, tasks, and milestones, expressed in \$ cost, hours effort, and duration to complete design, acquisition, construction, testing, implementation, and operationalization of the solution. The plan must consider Divisional, Departmental, and City resource capabilities and availability. It must consider existing relevant City (both Corporate and WWD) policies, standards, and assets including software licensing, and make the best practical use/reuse of them. It must clearly identify which assets will be retired, which will be expanded, enhanced, and/or what needs to be added. It must provide Class 2 or better cost estimates for each sub-component within the plan and a Class 2 or better cost estimate overall for the entire implementation plan. The table below provides a guideline on what is expected for a Class 2 for better cost estimate.

Estimation Classification	Project Definition	Project Definition % Completion	Accuracy of Cost Estimate
Class 1	Detail Design Drawing and Specification Complete, Pre-Tender Estimate	~90% to 95%	-5% to +10%
Class 2	Design Development in progress	~60%	-10% to +20%

The BI&A Project Execution Plan will be documented at a level of detail that includes hardware changes/additions, software changes/additions, City staff training needs, organizational change management, professional services (by individual/role), work required to be undertaken by City participants (by individual/role), plus any other details required to ensure that the implementation picture is clear, all-inclusive, and complete. Internal (City personnel) and external (Contractor/Vendor) resources must be clearly identified separately.

Generally, the project plan should be delineated by three major concurrent work streams: People (i.e. cultivation of a BI&A organizational culture through communication and training); Process (i.e. develop the Governance and Procedures to perform BI&A); and Technology (i.e. implement the necessary tools required to enable BI&A). The proponent may apply their industry experience, expertise, and knowledge to devise and articulate the project plan and estimates in the best possible medium and format that best meets the needs of this engagement. The intent is for WWD to execute this project plan in a subsequent contract.

## Status Reports and Review Meetings

- D3.8 Report on the engagement's progress and conduct a status review meeting on a weekly basis with the Contract Administrator and key stakeholders as per D17. Two variations of the status report is required: a detailed one to be consumed at the project/working level, and an executive one to be consumed by the Department's executive leadership team.

### **Executive Stakeholder Management**

- D3.9 In addition to weekly project status reports, develop communications, conduct meetings, host workshops, and make presentations to the Department's executive leadership team throughout each of the engagement's major work components identified in D16, and where appropriate/necessary to ensure optimal executive stakeholder engagement; and to properly review, vet, and approve engagement proceedings.
- D3.10 Further to C7, if at any time during the 12 (twelve) month period following the award of the Contract, the City requires additional Business Intelligence and Analytics Services, the City may request the Contractor to provide these services as extra Work based on the prices set out in the Contract. The Contractor may decline to supply the additional services without penalty.

### **D4. DEFINITIONS**

- D4.1 When used in this Request for Proposal:
- (a) "**BI&A**" is short for Business Intelligence and Analytics;
  - (b) "**Department**" means the Water and Waste Department;
  - (c) "**Division**" refers to a Division or Divisions within the Water and Waste Department;
  - (d) "**Proponent**" means any Person or Persons submitting a Proposal for Services; and
  - (e) "**WWD**" is short for the Water and Waste Department.

### **D5. CONTRACT ADMINISTRATOR**

- D5.1 Bids Submissions must be submitted to the address in B7.
- D5.1 The Contract Administrator is:  
Nand Kishore  
Coordinator, Management and Operations  
Information Systems and Technology Division  
Telephone No. 204-986-2089  
Email Address.: nkishore@winnipeg.ca
- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.
- D5.3 Bids Submissions must be submitted to the address in B7.

### **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

## **D7. NOTICES**

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 The Contractor 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 Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D9. INSURANCE**

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with the City added as an additional insured; such liability policy to also contain a cross-liability clause, blanket contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. 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 in an amount not less than \$2,000,000 per claim and \$5,000,000 in the aggregate. Such policy shall remain in force for the duration of the Work and for twenty-four (24) months after Total Performance.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall require each of its subcontractors or subconsultants to provide comparable insurance to that set forth under D9.1 (a) and (c).

D9.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.6 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D9.7 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## SCHEDULE OF WORK

### D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.14; and
    - (iii) evidence of the insurance specified in D9.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D10.3 The Contractor shall commence the Work on the Site within two (2) weeks of receipt of the notice of award.

### D11. CRITICAL STAGES

- D11.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements (in the order they shall be completed in):
- (a) Current State
  - (b) Future State
  - (c) Gap Analysis
  - (d) Recommendations
  - (e) Proof of Concept
  - (f) BI&A Project Execution Plan
- D11.2 Further to C7, if at any time during the 12 (twelve) month period following the award of the Contract, the City requires additional Business Intelligence and Analytics Services, the City may request the Contractor to provide these services as extra Work based on the prices set out in the Contract. The Contractor may decline to supply the additional services without penalty.

## MEASUREMENT AND PAYMENT

### D12. INVOICES

- D12.1 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](mailto:CityWpgAP@winnipeg.ca)
- D12.2 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.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

### **D13. PAYMENT**

D13.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **D14. PAYMENT SCHEDULE**

D14.1 Further to C11, payment shall be in accordance with the following payment schedule:

- (a) 60% of the price to be paid upon the completion of the Recommendations (including completion of critical stages that precede the Recommendations identified in D11.1).
- (b) 40% of the price to be paid upon the completion of the BI&A Project Execution Plan (including completion of critical stages that precede the BI&A Project Execution Plan identified in D11.1).

### **WARRANTY**

#### **D15. WARRANTY**

D15.1 Notwithstanding C12, Warranty does not apply to this Contract

## PART E - SECURITY CLEARANCE

### E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check 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: <https://www.commissionaires.ca/en/manitoba/home>.
- E1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
<http://winnipeg.ca/police/pr/PIC.stm>
- E1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below.  
<http://winnipeg.ca/police/pr/PIC.stm>
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- E1.3 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- E1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- E1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- E1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.7 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 Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.