



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 10-2015

**FAIRNESS ADVISOR FOR THE NORTH END WATER POLLUTION CONTROL CENTER
POWER SUPPLY UPGRADE PROJECT**

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Experience of Proponent and Subconsultant	3
Form C: Experience of Key Personnel	4

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	3
B9. Experience of Proponent and Subconsultant (Section C)	4
B10. Experience of Key Personnel Assigned to the Project (Section D)	5
B11. Project Understanding and Methodology (Section E)	5
B12. Qualification	6
B13. Conflict of Interest and Good Faith	6
B14. Eligibility	7
B15. Opening of Proposals and Release of Information	7
B16. Irrevocable Offer	7
B17. Withdrawal of Offers	8
B18. Interviews	8
B19. Negotiations	8
B20. Evaluation of Proposals	8
B21. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	2
D3. Definitions	2
D4. Background	2
D5. Scope of Services	3
D6. Ownership of Information, Confidentiality and Non Disclosure	4

Submissions Prior to Start of Services

D7. Authority to Carry on Business	4
D8. Insurance	4

Schedule of Services

D9. Commencement	5
------------------	---

APPENDIX

Appendix A – Invoice Template

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FAIRNESS ADVISOR FOR THE NORTH END WATER POLLUTION CONTROL CENTER POWER SUPPLY UPGRADE PROJECT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 19, 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 D2.1.

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 RFP 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 RFP, 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 Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7; and
 - (b) Fees (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Form B: Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Form C: Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10; and
 - (c) Project Understanding and Methodology (Section E) in accordance with B11.
- 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") and three (3) copies for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- (a) Proposal submissions should generally employ a minimum printed text font size of 10 point.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the RFP, 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 Proposal shall include a Time Based Fee for all Services identified in D5.

B8.1.1 Proposals shall include detailed description of the Time Based Fees for all personnel according to the Scope of Services. Details shall include as a minimum:

- (a) the work activities and deliverables of the proposed Services;

- (b) the respective number of hours per work activity per task per each proposed individual;
- (c) name and role of proposed individuals;
- (d) the respective discipline or management function as applicable;
- (e) the applicable hourly rates;
- (f) the associated disbursements;
- (g) the cost per trip to Winnipeg, excluding hourly rate while working in Winnipeg; and
 - (i) For evaluation purposes, proponents should estimate ten (10) return trips to Winnipeg.
- (h) information relating to points (a) to (f) above shall be presented in a Matrix form that allows easy understanding of their connections.

B8.2 Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b).

- (a) Notwithstanding C1.1(b), overhead costs or disbursements typically referred to as type 1 disbursements or general expenses shall be included in the hourly rates.

B8.3 If the City requires additional services, the rates to be used will be based on the rates provided in the Proponent's proposal.

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 SUBCONSULTANT (SECTION C)

B9.1 The Proponent should submit the experience of their firm and that of their Subconsultants as described in this Section and as listed in Form B: Experience of Proponent and Subconsultants.

B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants showing their ability to undertake the current work.

B9.3 Proponents and Subconsultants should submit a total of two (2) completed projects demonstrating their experience as the role of a Fairness Advisor for projects such as:

- (a) Public Private Partnership (P3);
- (b) Design Build (DB); or
- (c) Variation of DB (i.e.: Design-Build-Operate, Design-Build-Operate-Maintain, Design-Build-Finance, etc.).

B9.3.1 If more than two (2) projects are submitted for B9.3 included in Form B: Experience of Proponent and Subconsultants, only the first two (2) referenced projects will be evaluated.

B9.3.2 For evaluation purposes, higher scores will be given to Proponents and Subconsultants with experience in projects defined in B9.3(a) to B9.3(c).

B9.4 For each project listed in B9.3, the Proponent should submit a Form B: Experience of Proponent and Subconsultants with the following information:

- (a) a clear and comprehensive description of the project – Include project owner, project objectives, size, assignment outcomes and achievements, and other relevant information;
- (b) a clear and comprehensive description of the Consultant Services – Provide details of the consultant services and details of the role of the Proponent / Subconsultants; and

- (c) reference information (two current names with telephone numbers per project). References should have worked directly on the projects described, such as the Project Manager or Contract Administrator.

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

- B10.1 The Proponent should submit the experience of the Key Personnel assigned to this project as described in this Section and in Form C: Experience of Key Personnel.
- B10.2 Using Form C: Experience of Key Personnel, the Proponent should indicate the experience of the Key Personnel as follows:
 - (a) proposed role and responsibilities;
 - (b) core capabilities and/or skills;
 - (c) educational background, degrees, professional recognitions, job title and years of experience (related to scope of services, in similar role as proposed and with existing employer);
 - (d) a total of two (2) comparable projects in which they have played a similar role as proposed for this project. For each project provide the following:
 - (i) role of the person on the project;
 - (ii) project name and owner;
 - (iii) description of project;
 - (iv) responsibilities;
 - (v) list of tasks;
 - (vi) achievements; and
 - (vii) reference information (two current names with telephone numbers per project). References should have worked directly on the project described, such as the Project Manager or Contract Administrator.
 - (e) other required information as indicated in Form C: Experience of Key Personnel.
- B10.2.1 For evaluation purposes, higher scores will be given to Key Personnel with experience in projects defined in B9.3(a) to B9.3(c).
- B10.2.2 If more than two (2) projects are submitted for B10.2(d) included in Form C: Experience of Key Personnel, only the first two (2) referenced projects will be evaluated.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 The Proponent should describe their approach to the overall team formation for the entire Project and coordination of team members. Clearly indicate in your approach why the City should select your team. Supporting documents shall include
 - (a) the key personnel indicated in B10 and additional personnel proposed by the Proponent;
 - (b) personnel job functions; and
 - (c) an organizational chart.
- B11.2 The Proponent should clearly describe their firm's project management approach during the performance of Services. The Proponent's project management approach should be specific to this RFP. This approach should address how the Proponent intends to manage the following aspects during this assignment:
 - (a) communications – describe how the Proponent will collaborate with the City during this assignment from issuance of the Request for Qualification to Project Award of the design builder; and
 - (b) cost management – describe how the Proponent will control their costs during this assignment.
- B11.3 The Proponent should address how they intend to carry out the Scope of Services by

- (a) clearly identifying and explaining work activities, including deliverables to be submitted to the City, and other information that conveys the Proponent's understanding of the Project requirements;
- (b) stating their assumptions of the Scope of Services; and
- (c) providing a table of contents for the final report that address' the City's requirements outlined in D5.3(b), with an explanation of what will be included in each section.

B11.4 The Proponent should indicate activities to be performed within their proposed organization chart outlined in B11.1(c), either by the Proponent's staff or by Subconsultants. Identify proposed arrangements involving in and out-of-town staff and Subconsultants to participate in the Project to ensure:

- (a) effective communication;
- (b) quality control;
- (c) distribution and consolidation of information; and
- (d) participation in coordination and review functions.

B12. QUALIFICATION

B12.1 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.

B12.2 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>

B12.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (b) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (c) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B12.4 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.

B13. CONFLICT OF INTEREST AND GOOD FAITH

B13.1 The Proponent by submitting a proposal certifies that to the best of its knowledge or belief that:

- (a) no elected or appointed official of the City is financially interested, directly or indirectly, in their firm or in the provision of the services as described in this RFP;

- (b) neither the Fairness Advisor, nor any person or organization with whom the Fairness Advisor has a significant connection, shall:
 - (i) submit, or assist in the preparation of, a response to the City's request for qualifications or proposals, call for tenders or any other document that initiates the procurement process for the North End Water Pollution Control Center (NEWPCC) Power Supply Upgrade; or
 - (ii) participate in the provision of any goods, services or construction to be provided for the NEWPCC Power Supply Upgrade, by the successful proponent or bidder.

B13.2 Proponents must not include among their team, any business entity or individual who is, or is associated with, in any way, any consultant retained by the City or known to be a party involved in relation to the NEWPCC Power Supply Upgrade, including but not limited to consultants providing engineering, architectural, legal, process, finance or financial capacity advice or any Person likely to create a conflict of interest or a perception of conflict of interest.

B13.3 If a Proponent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Proponent should fully disclose the circumstances to the Project Manager at the earliest possible date, and request that the Project Manager provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

B13.4 The Proponent declares that in submitting its response to this RFP, it does so in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect, as a result of the Proponents participation in this Project.

B13.5 Failure to comply with this provision may result in disqualification of your Submission from the RFP process.

B14. ELIGIBILITY

B14.1 Proponents are advised that the City may engage a Legal Advisor for Services related to this Project under a separate contract.

B14.2 Any Individual or Firm engaged under this Contract as Fairness Advisor will **not** be eligible to be contracted for or perform Services under the contract for a Legal Advisor.

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 Bidders and the Contract amount of the successful Bidder 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 RFP or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B12: (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) 30%
 - (f) Project Understanding and Methodology (Section E) 20%
- 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), Fees will be evaluated based on Fees submitted in accordance with B8.
- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated based on information requested in B9.
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated based on information requested in B10.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated based on information requested in B11.
- B20.8 Notwithstanding B20.1(d) to B20.1(f), where Proponents fail to provide a response to B6.2(a) to B6.2(c), 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 Further to Paragraph 6 of Form A: Proposal and C4, the successful Bidder will be provided with Contract documents for execution following issuance of a Letter of Intent.

- B21.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.6 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.
- B21.7 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 RFP 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.
- D1.2 Further to C.1.1 (b) and C10, the following is applicable to Allowable Disbursements:
- (a) Booking of transportation and accommodations are expected to take place well in advance to obtain optimal discounted rates;
 - (b) The acceptable standard for air travel shall be economy class;
 - (c) Air travel premium fees, such as seat selection premiums etc., will not be reimbursable unless specifically approved by the Project Manager;
 - (d) The acceptable standard for accommodation will be a single room in a safe environment, conveniently located and comfortably equipped;
 - (e) The acceptable standard for rental vehicles shall be mid-size;
 - (i) car rental premium fees, such as prepaid fuel or re-fuelling surcharges etc. will not be reimbursable unless specifically approved by the Project Manager;
 - (f) Meal expenses shall be reasonable and within generally accepted guidelines, costs for alcoholic beverages will not be reimbursable and shall not be claimed;
 - (g) Copies of originating merchant/vendor detail receipts shall be provided as backup documentation when invoicing Allowable Disbursements, credit/debit card receipts or statements are not acceptable as backup;
 - (h) GST is to be removed from the reimbursable value of merchant/vendor invoices.
- D1.3 Monthly Invoices
- D1.3.1 In addition to C10.7, the consultant shall submit monthly invoices for all phases of the work. Monthly invoices shall include:
- (a) Activity/ Task Description;
 - (b) Baseline budget as proposed from this RFP;
 - (c) Total Previously invoiced;
 - (d) Invoice this Period;
 - (e) Total invoiced to Date;
 - (f) Percent Complete;
 - (g) Detailed listing of manpower and costs by activity / task / person as supporting documentation to invoices. The details listing should reconcile to the summary level invoice on a monthly basis; and
 - (h) Disbursements that are grouped, listed with all supporting documents/receipts attached.
- D1.3.2 The Consultant shall use the invoice template included in Appendix A.
- D1.3.3 Invoices shall be submitted in both paper copies and Native formats.
- D1.4 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the permission of the Project Manager.
- (a) Experience and qualification as specified in B10.2 shall be submitted for all requested substitute(s) and replacement(s).

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Lana Obach, P.Eng., M.A.Sc.

Email: LObach@winnipeg.ca

Telephone No. (204) 986-8335

Facsimile No. (204) 224-0032

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. DEFINITIONS

D3.1 When used in this RFP:

- (a) “**Consultant**” or “**Fairness Advisor**” means the person undertaking the performance of the work under the terms of the Contract.
- (b) “**DB**” means Design Build.
- (c) “**Native format**” means the original format from which a deliverable was generated (e.g. MS Word, MS Excel, AutoCAD etc.)
- (d) “**NEWPCC**” means North End Water Pollution Control Center.
- (e) “**P3**” means Public Private Partnership.
- (f) “**Project Manager**” means the person authorized to represent the City in respect of the Contract and is the Buyer unless otherwise specified hereinafter;
- (g) “**RFP**” means Request for Proposal.
- (h) “**RFQ**” means Request for Qualifications.

D4. BACKGROUND

D4.1 The existing electrical power supply at the NEWPCC requires upgrade because the electrical loads associated with the future NEWPCC upgrades exceeds the current power supply capacity.

D4.2 The NEWPCC Power Supply Upgrade Project scope includes new transformers, electrical building, demolition and salvage of the existing equipment.

D4.3 The City intends to deliver the construction of the NEWPCC Power Supply Upgrade Project using a DB procurement model.

D4.4 The City has awarded KGS Group Consulting Engineers as the owner’s advocate for the NEWPCC Power Supply Upgrade Project.

- (a) It is anticipated that a Request for Qualifications (RFQ) for the NEWPCC Power Supply Upgrade Project will be posted in the fall of 2015. The RFQ is designed to identify consortiums that may bid on the NEWPCC Power Supply Upgrade Project and to review their qualifications.
- (b) Once the RFQ is completed, and a shortlist of qualified bidders is determined, a RFP will be issued to those short-listed through the RFQ process. The RFP is anticipated to be posted in the winter of 2016.

D5. SCOPE OF SERVICES

- D5.1 The City requires the Services of a Fairness Advisor during the procurement of the design builder for the NEWPCC Power Supply Upgrade. The Fairness Advisor shall provide independent assurance to the City regarding the fairness of the procurement process and the project management activities related to the procurement process.
- D5.2 The Fairness Advisor reports to the City as to whether:
- (a) the process and decisions developed by the procurement project management are fair, reasonable, and consistent with the procurement process laid out for the Project; and
 - (b) those processes and decisions have been reasonably implemented and materially complied with by the City in delivery of those aspects of the Project.
- D5.3 The duties of the Fairness Advisor shall include:
- (a) reviewing documents, providing feedback and recommendations on each of the following:
 - (i) RFQ,
 - (ii) review of RFQ submission evaluations (including consensus meetings),
 - (iii) naming of the three (3) qualified respondents to the RFQ / short-listed respondents,
 - (iv) RFP,
 - (v) review RFP proposal submission evaluations (including consensus meetings),
 - (vi) Commercially Confidential meetings (including clarification and negotiation phases),
 - (vii) naming of the preferred proponent,
 - (viii) Letter of Intent,
 - (ix) any other documents soliciting responses from private sector entities;
 - (b) preparing a final report to the City that provides independent documentation assuring the fairness of the procurement process for the NEWPCC Power Supply Upgrade that
 - (i) summarizes the Fairness Advisor's duties under the terms of the appointment,
 - (ii) describes the Fairness Advisor's review of the procurement solicitation documents and the evaluation of the responses,
 - (iii) summarizes the Fairness Advisor's findings regarding the procurement process, and
 - (iv) summarizes the recommendations provided throughout the procurement process; and
 - (c) any other duties necessarily incidental to the Services.
- D5.4 The Fairness Advisor shall attend in person the following:
- (a) a one (1) day evaluator training;
 - (b) a total of two (2) days for RFQ consensus meetings;
 - (c) a total of two (2) days for RFP consensus meetings;
 - (d) a total of six (6) days for RFP commercially confidential meetings; and
 - (e) any other meeting determined as necessary by the Project Manager.
- D5.4.1 For D5.4(a) to D5.4(e), the meetings may or may not be consecutive.
- D5.5 All documents shall be submitted in draft for the City's review and comments prior to submittal of final documents.
- D5.5.1 Comments by the City shall be included in the final copies.
- D5.5.2 Draft copies of documents shall be provided in Native format and searchable PDF.
- D5.5.3 Final copies of documents shall be provided in Native format, searchable PDF, and three (3) hardcopies.

- (a) The final report shall be bound and submitted to the City within thirty (30) calendar days of the City issuing the Letter of Intent for the NEWPCC Power Supply Upgrade Project.
- (b) Other documents to the City shall be submitted within a calendar week.
- (c) All documents submitted shall follow the City's Non-Technical Document Name Standard, which will be provided to the successful proponent.

D5.5.4 All documents shall undergo quality assurance and quality control (QA/QC) during this assignment prior to submission to the City.

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 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.

D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D6.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;

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

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

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. INSURANCE

D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D8.2 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 \$1,000,000 per claim and \$1,000,000 in the aggregate.
- D8.2.1 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.
- D8.3 The policies required in D8.2(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.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a).
- D8.5 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 D8.10.
- D8.6 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.
- D8.7 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.
- D8.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D8.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D8.8.
- D8.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

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 D7;
 - (ii) evidence of the insurance specified in D8; and
- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D9.3 Further to D9.1 and D9.2, the Consultant shall be prepared to commence Services immediately upon award of the Contract.

D9.4 The City intends to award this Contract by April 24, 2015.

APPENDIX

APPENDIX A – INVOICE TEMPLATE

(Insert company logo here)

REMIT PAYMENT TO:

(Insert company address here)

INVOICE

Invoice Date _____
Invoice Number _____

Progress Estimate # _____

For the Period : _____ to _____

Project Name: NEWPCC Power Supply Upgrade - Fairness Advisor
RFP Number: 10-2015
File Number: S-961

Consultant Contact : _____ Tel: _____

City Project Manager: Lana Obach, P.Eng., M.A.Sc.

Assignment Contract Value: \$

Invoicing for fees as per the attached summary sheet

Fees & Disbursements	\$
Manitoba Retail Sales Tax (MRST)	\$
GST	\$ _____
TOTAL INVOICE	\$ _____

AMOUNT BILLED TO DATE	\$	-
MRST BILLED TO DATE	\$	-
GST BILLED TO DATE	\$	-

For City of Winnipeg Information

Current 0-30 days 31-60 days 61 - 90 days Over 90 days

GST Registration number: _____
MRST Registration number: _____

This is an invoice for professional services and payment is due "NET 30 DAYS"
Interest will be charged at 1.5% per month (18% per annum)

INVOICING NOTES

Currency	Canadian Funds
EFT	Electronic Funds Transfer can be requested through the Treasury Branch of Corporate Finance, if the account is payable in Canadian Funds to a Canadian Bank. All other payments are by cheque. Cheques paid to US vendors in US funds are printed every Thursday, not net 30 days.
Invoicing	Include GST / MRST Registration Numbers on face of invoice. Invoice Summary Sheet to be provided with each invoice. Consultant to issue the completed Invoice Summary Sheet in native .xls format to the Project Manager at time of invoice issuance.
Support Documentation	Allowable City of Winnipeg meal per diem rate is \$45.00. As applicable there is the option to use the per diem rate for meal expenses. If not using the per diem rate for meal expenses, then the actual restaurant itemized receipt shall be submitted, Credit/debit card slips will not be accepted as backup. Backup detail for Allowable Disbursements for Out of Town travel, meals and accommodations shall be identifiable by trip and individual. Alcohol is not reimbursable and must be deducted, including related tax, off any receipts. Allowable Disbursement support documentation should follow the Invoice Summary Sheet in the same task order.
Sub-Consultant	Backup detail shall identify the applicable Consultant's or Subconsultant's fees and disbursements as well as the combined amounts.

