



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 623-2012**

**REQUEST FOR PROPOSAL FOR AN OPERATIONAL REVIEW OF THE PUBLIC  
WORKS DEPARTMENT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR AN OPERATIONAL REVIEW OF THE PUBLIC WORKS DEPARTMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 31, 2012.

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 D6.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder 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 Bidders 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 Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

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

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda 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.

- B5.2.1 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 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.
- B5.3 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;
  - (b) Form B: Prices;
- B6.2 The Proposal should also consist of the following components:
- (a) experience of Bidder and proposed Subcontractors (Section C) in accordance with B9;
  - (b) experience of key personnel Assigned to the project (Section D), in accordance with B10;
  - (c) project Understanding and Methodology (Section E) in accordance with B11;
  - (d) Form C: Person Hours
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided, and submitted by the Bidder 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 Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Bidders should submit one (1) unbound original (marked "original") and six (6) copies.
- B6.6 Bidders should limit the response to no more than forty (40) pages, not including résumés.
- B6.7 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B18.1(a).
- B6.9 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B6.9.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B6.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.11 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. PROPOSAL (SECTION A)**

- B7.1 The Bidder 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 Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder 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 Bidder shall identify a contact person who is authorized to represent the Bidder 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 Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder 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 Bidder 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.
- 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 "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders 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 Fixed Fee for all disciplines and/or stages identified in D4.1 to D4.4.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Work.
- B8.3 Fees **shall** include costs for out of town travel, related meals and accommodations for the duration of the project and shall not be considered an allowable disbursement.
- B8.3.1 Notwithstanding C11.1.1, 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.
- B8.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B9. EXPERIENCE OF BIDDER AND SUBCONTRACTORS (SECTION C)**

B9.1 Proposals should include:

- (a) details demonstrating the history and experience of the Bidder and Subcontractors for up to three projects of similar size and complexity, specifically listing projects involving municipal government. Demonstrated experience with Canadian municipal governments would be considered an asset.

B9.2 For each project listed in B9.1(a), the Bidder should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) project owner;
- (d) reference information (two current names with telephone numbers per project).

B9.2.1 Where applicable, information should be separated into Bidder and Subcontractor project listings.

B9.3 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 Bidder and all Subcontractors.

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

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the project.

B10.2 Submit the experience and qualifications of the key personnel assigned to the project for projects of comparable size and complexity, including the principals-in-charge. Include educational background and degrees, professional recognition, job title, years of experience in current position and years of experience with existing employer. Roles of each of the key personnel in the project should be identified in the organizational chart referred to in B10.1.1.

B10.3 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 B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) description of project;
- (b) role of the person;
- (c) project owner; and
- (d) reference information (two current names with telephone numbers per project).

**B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B11.1 Describe your firm's approach and team organization during the performance of the Work so that the evaluation committee has a clear understanding of the methods the Bidder will use in the delivery of this project.

B11.2 The description of the Bidder's proposed approach/methodology to the Project should include:

- (a) A description of the Bidder's understanding of the Scope of Work and vision, and how these will be achieved;
- (b) A detailed proposal of what will be delivered by the Bidder, including the expected outcome and benefits to the City;
- (c) A complete definition of the process that will be employed to meet the objectives of this Project, (e.g., approach to be taken, etc.);

- (d) A detailed Project Plan that reflects the proposed approach to the Work. All major start dates, end dates, review and approval points and major milestone dates should be shown. The plan should identify interim and final deliverables and their respective delivery dates, in consideration of stages identified;
- (e) Identification of all facts and assumptions made by the Bidder in developing the Submission and the relevance that these facts and assumptions have had on the proposed methodology and team composition (e.g., data availability, level of involvement of City staff, etc.);
- (f) A detailed description of any information, resources, or services required to be provided by The City of Winnipeg.

B11.3 Methodology should be presented in accordance with the Scope of Work identified in D4.1 to D4.4 and the Bidder's ability to maintain the project schedule identified in D5.

B11.4 For each person identified in B10.2, list the estimated hours to be dedicated to the project on Form C: Person Hours, in accordance with the Scope of Work identified in D4.1 to D4.4.

## **B12. QUALIFICATION**

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; 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.

B12.2 The Bidder 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>

B12.3 The Bidder 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.

B12.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

## **B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B13.1 Proposals will not be opened publicly.

B13.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) 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/>

B13.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder 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.

B13.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

#### **B14. IRREVOCABLE OFFER**

B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B14.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders 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.

#### **B15. WITHDRAWAL OF OFFERS**

B15.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B15.1.1 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.

B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B15.1.3 If a Bidder 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 Bidder'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 B15.1.3(b), declare the Proposal withdrawn.

B15.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder 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.

#### **B16. INTERVIEWS**

B16.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

#### **B17. NEGOTIATIONS**

B17.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B17.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders



without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

- B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

## **B18. EVALUATION OF PROPOSALS**

- B18.1 Award of the Contract shall be based on the following evaluation criteria:

(a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:	pass/fail
(b) qualifications of the Bidder pursuant to B12:	pass/fail
(c) Fees; (Section B)	30%
(d) Experience of Bidder and Subcontractors; (Section C)	25%
(e) Experience of Key Personnel Assigned to the Project; (Section D)	25%
(f) Project Understanding and Methodology (Section E)	20%

- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B18.4 Further to B18.1(c), Fees shall be the amount shown on Form B: Fees.
- B18.5 Further to B18.1(d), Experience of Bidder and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B18.6 Further to B18.1(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.
- B18.7 Further to B18.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B18.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1(a) and B18.1(b), the Proposal may be determined to be non-responsive and may not be further evaluated.
- B18.9 A Proposal should obtain a score of 60% of the points for each category B18.1(d) to B18.1(f) in order to be considered qualified.
- B18.10 Notwithstanding B18.1(d) to B18.1(f), where Bidders fail to provide responses to B6.2(a) to B6.2(c), the score of zero will be assigned to the incomplete part of the response.
- B18.11 Reference checks to confirm information provided may not be restricted to only those submitted by the Bidder, and may include organizations representing Persons, known to have done business with the Bidder.

B18.12 The City has full power to conduct an independent verification of information in any Proposal received and generally pertaining to the qualifications and experience of the Bidder and any proposed members of its team.

**B19. AWARD OF CONTRACT**

B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B19.2.1 Without limiting the generality of B19.2, 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.

B19.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B19.3.2 The City may, at its discretion, award the Contract in phases.

B19.4 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B19.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B19.6 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 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.

### **CONTEXT**

#### **D2. WINNIPEG**

- D2.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic center of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.
- D2.2 The City of Winnipeg is the Capital city of the Province of Manitoba with a population of over 650,000. Composed of a broad range of diverse neighbourhoods and communities with numerous attractions (from arts and culture to sports and entertainment), Winnipeg is recognized as one of Canada's finest places to live, work and play. The City employs over 8,000 people and provides a full range of municipal services to the citizens of Winnipeg.
- D2.3 The political representation for the City is a Mayor and 15 Councillors, each representing a city ward. The current Mayor and Council were elected in October 2010. Their term of office ends in 2014.
- D2.4 The administrative structure for the City is a Chief Administrative Officer (CAO) providing overall supervision for the following departments: Corporate Finance, Assessment and Taxation, Corporate Support Services, Legal Services, Community Services, Fire Paramedic Service, Winnipeg Police Service, Public Works, Transit, Water and Waste, and Planning, Property and Development.

#### **D3. PUBLIC WORKS**

- D3.1 The Public Works Department (Public Works) consists of eight Divisions: Engineering, Transportation, Streets Maintenance, Parks and Open Spaces, Customer Services, Finance, Administration and Information Technology, Human Resources and the Directors Office. Public Works provides the following services: Roadway Construction and Maintenance, Transportation Planning and Traffic Management, Roadway Snow Removal and Ice Control, Parks and Urban Forestry, City Beautification, and Park Policing. Public Works has been accredited by the American Public Works Association since November 2006 and was recently reaccredited in October of 2011. Public Works delivers its services through both in house and various professional service contracts.
- D3.2 The 2012 Adopted Operating Budget for Public Works is \$168,892,587 (not including Street Lighting). The 2012 Adopted Capital Budget for Public Works is \$154,381,000. The forecast for the capital budget for the next five years is as follows: 2013 - \$57,442,000; 2014 - \$69,770,000; 2015 - \$59,911,000; 2016 - \$70,615,000 and 2017 - \$70,623,000.
- D3.3 The Public Works Department website can be found on the City of Winnipeg's website at <http://winnipeg.ca/publicworks>
- D3.4 The following audits have been conducted on areas of can Public Works: Public Works Asset Management Phase 1 – Roadway Construction and Maintenance, Use of Consultants Audit,

Capital Project Management Audit and Traffic Signals Branch Audit. These reports be found on the City of Winnipeg's website at <http://winnipeg.ca/audit/reports.stm>

#### **D4. SCOPE OF WORK**

##### **PHASE 1**

- D4.1 The Contract shall consist of the Work specified below.
- D4.1.1 Perform a comprehensive organizational review and management analysis of existing operations, organizational structure, service levels, infrastructure management, and staffing levels of the Public Works Department (Public Works).
- D4.1.2 The analysis should focus on:
- (a) Core services: identifying the core and high priority services performed by Public Works to establish the framework for future structure of operations;
  - (b) Outsourcing and insourcing opportunities: identifying key opportunities by function, other City departments or private organization comparisons;
  - (c) Operations: process efficiency, resource deficiency or redundancy, new equipment or technology opportunities;
  - (d) Information technology: Leveraging technology for operational improvements;
  - (e) Best management practices and performance measures: Identification of performance management tools and professional organizations, benchmarking against accepted standards and identifying current levels of service;
  - (f) Trend analysis: Identifying current trends and the most likely trends (positive and negative) that Public Works will face in the future; and
  - (g) Community relations and customer service: Internal and external customers, service request program efficiencies, response time evaluation, opportunities for changes in service delivery, cost reductions, improvements, metrics of customer satisfaction.
- D4.1.3 The analysis will focus on overall performance and productivity. The review will include (*at minimum*):
- (a) Interviews with City staff, City Councillors and key stakeholders (internal and external);
  - (b) Field visits;
  - (c) Assessment of the organizational culture;
  - (d) Evaluation of:
    - (i) Existing workloads
    - (ii) Activity and performance metrics
    - (iii) Service levels
    - (iv) Infrastructure management
    - (v) Staffing levels
    - (vi) Current collective agreements with applicable unions
  - (e) Benchmark comparison with other cities of similar size.

##### **Stage 1**

- D4.2 Examine the current structure, organization and overall operation of the Public Works Department to evaluate the operational efficiency and effectiveness of the delivery of services. The critical areas requiring analysis include:
- (a) Reviewing the current management and operating structure, and job descriptions;

- (b) Reviewing and evaluating the costs associated with providing current services to determine accuracy and completeness of costs currently reported and identifying opportunities to provide these same services in a more efficient manner if applicable;
- (c) Evaluating the service delivery methodologies relative to current day trends and future needs to focus on an efficient, effective and sustainable level of service;
- (d) Reviewing and evaluating existing policies and procedures currently used by Public Works to determine staff requirements and equipment needs to provide the level of services as stipulated in these policies and procedures for the existing service area and for anticipated growth;
- (e) Providing recommendations on how to maintain and improve required levels of services as stipulated in existing policies and procedures;
- (f) Reviewing the current policies and procedures to ensure the stipulated practices reflect the intent of existing by-laws and direction provided by City Council;
- (g) Reviewing and evaluating current performance management practices and identifying and recommending measurable goals that can be tracked efficiently on an annual and quarterly basis to help Public Works monitor its performance of the existing levels and future levels of service;
- (h) Reviewing internal and external linkages relative to service delivery of essential services and other related services and determine optimum methods, if any, of effective level of services that will meet the needs of the City of Winnipeg residents currently and in the future;
- (i) Evaluating human resource levels and deployment of such resources in relation to work load and identify adequacy and any training that may be beneficial;
- (j) Identifying the current “gaps” in funding that exist in service delivery. Identifying the “gaps” in integration between services;

## Stage 2

- D4.3 Examine approaches employed by other municipalities with the intent of identifying best practices and methods. The review will speak to the alternative service models and their use in other municipalities. The review will also identify innovative funding techniques deployed in other municipalities. This will be accomplished by:
- (a) Researching other municipalities through surveys, interviews and data collection to examine alternative funding methods used;
  - (b) Comparing the policies and practices in Winnipeg with those municipalities studied; Identifying best practices for issues such as long-term planning, service levels and benchmarking, life cycle asset management, service demand management and other areas;
  - (c) Describing different methodologies being recommend with their benefits, limitations and challenges.

## Final Report

- D4.4 Provide a final report which will combine the information collected in both stages and provide recommendations for an implementation plan to develop a sustainable framework for service delivery. The recommendations should be prioritized, include costs/savings associated with each recommendation, a suggested timeline and an implementation plan.

## PHASE 2

- D4.5 Implementation of identified recommendations – the City may, at its discretion, negotiate with the Contractor for assistance in the implementation of some recommendations.

**D5. PROJECT SCHEDULE**

D5.1 The Contractor shall achieve critical stages of the Work in accordance with the following schedule:

Action	Completion Date
RFP Process	Beginning of September 2012
Presentation of preliminary findings in Stage 1 and project status update to Steering Committee	End of October 2012
Presentation of preliminary findings in Stage 2 and project status update to Steering Committee	End of November 2012
Draft Report to Steering Committee	December 7, 2012
Delivery of Final Report to Steering Committee	December 14, 2012

D5.2 The City intends to award this Contract by September 14, 2012.

**D6. CONTRACT ADMINISTRATOR**

D6.1 The Contract Administrator is:

Bryan Mansky  
Deputy City Auditor  
Telephone No. 204-986-4136  
Facsimile No. 204-986-4134  
Email bmansky@winnipeg.ca

D6.2 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.

D6.3 Bids Submissions must be submitted to the address in B6.11

**D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D7.1 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.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 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.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

**D8. NOTICES**

D8.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204- 949-1174

## **SUBMISSIONS**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

D9.1 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.

### **D10. INSURANCE**

D10.1 The Contractor shall provide and maintain the following insurance coverage:

(a) Professional Errors and Omissions Liability Insurance including an amount not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

D10.1.1 The Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Contract and for twelve (12) months after total performance.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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, but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.4 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.

D10.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

## **SCHEDULE OF WORK**

### **D11. COMMENCEMENT**

D11.1 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.

D11.2 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 D9;

(ii) evidence of the insurance specified in D10;

(b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## **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) type and quantity of work performed;
- (c) the amount payable with GST and MRST shown as separate amounts; and
- (d) 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 Bids Submissions must be submitted to the address in B6.11

### **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**

D20. Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.