



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 874-2012

ANNUAL FLOOD MANUAL UPDATES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 ANNUAL FLOOD MANUAL UPDATES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 24, 2013.

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 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. 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 Bidder 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 Contract;
 - (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 Contract.
- 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, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely 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 Bidder 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 Bidder 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 Bidder 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.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B21.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Bidder Profile.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Bidder and Sub consultants;
 - (b) Experience of Key Personnel Assigned to the Project;
 - (c) Project Understanding and Methodology;
 - (d) Project Schedule.
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 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.
- B7.4.1 Bidders should submit one (1) unbound original (marked "original") and five (5) copies.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B21.1(a).
- B7.7 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.7.1 Samples or other components of the Proposal Submission 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.
- B7.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.9 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. PROPOSAL

- B8.1 The Bidder 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 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.
- 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 Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the 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.
- 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 "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.
- B9. PRICES**
- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 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.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 The quantities for which payment will be made to the Bidder are to be determined by the Work actually performed and completed by the Bidder, to be measured as specified in the applicable Specifications.
- B9.4 Payments to Non-Resident Bidders are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF BIDDER AND SUBCONSULTANTS

- B10.1 The Proposal should include general firm profile information, including years in business, number of employees and other pertinent information for the Project Team (Bidder and all Sub consultants).
- B10.2 Proposals should include:
- (a) Details demonstrating the history and experience of the Project Team relevant to the scope of services outlined in D4;
 - (b) Details of prior working arrangements for the proposed Project Team. Highlight previous joint projects similar in size to this Project including length and scope of the projects, methods of communications between companies, and required level of interaction and communication;
 - (c) Details of prior work for the City of Winnipeg; highlight projects relevant to the proposed scope of services
- B10.3 For each project listed in B10.2(a) the Bidder should submit:
- (a) description of the project;
 - (b) role of the consultant or sub consultant;
 - (c) details of the original estimate and final project costs and schedules;
 - (d) project owner; and
 - (e) reference information (one current name with telephone number and email address per project).
- B10.3.1 Where applicable, information should be separated into Bidder and Sub consultant project listings.
- B10.4 The Bidder should detail any previous experience working with the City of Winnipeg on the Flood Manual.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT

- B11.1 Describe your approach to the overall team formation and coordination of team members. Include relevant discussion on the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.2 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, the Consultants representative, managers of the key disciplines and lead designers.
- (a) Roles of each of the Key Personnel in the Project should be identified in an organizational chart.
 - (b) For each person identified, list at least two comparable projects within the last five years in which they have played a primary or similar 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:
 - (i) Description of project;
 - (ii) Role of the person;
 - (iii) Project Owner;
 - (iv) Reference information (one current name with telephone number and email address per project).
 - (c) For each person identified, list the percent of their time for an average month's workload that will be dedicated to this Project; information may be separated based on key project tasks. If possible, include an indication of what percent of the work will be performed at City offices versus remote locations.

- B11.3 Proposals should detail hourly rates for all Key Personnel. General hourly rates may be identified for specific task-oriented staff.
- B11.4 Proposals should discuss the availability of backup resources to Key Personnel who are currently employed by the Bidder.
- (a) Requests for changes in personnel to this Project **must** be submitted to the Contract Administrator for approval in writing. There shall be no negative financial or schedule impacts to the Project as a result of staffing changes to the Project Team.

B12. PROJECT UNDERSTANDING AND METHODOLOGY

- B12.1 Describe the project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Project Team will use in the delivery of this Project.
- B12.2 Describe your approach and methodology in undertaking this Project as per the Scope of Services identified in D4. At a minimum, proposals must address:
- (a) The team's understanding of the overall objectives of this Project;
- (b) The team's understanding of the broad functional and technical requirements in delivering this Project;
- (c) The team's understanding of any specific considerations and risks that may impact the Project;
- (d) The proposed Project budget and schedule;
- (e) The requirements of the City to facilitate this Project;
- (f) Key project deliverables at each phase of the Project; and
- (g) Any other issue that conveys your team's understanding of the Project requirements.
- B12.3 Describe methods to be used for quality control and to monitor and complete the project on time and within budget. Identify any programs, procedures, systems, or techniques used to demonstrate sophisticated levels of management and cost, quality, and schedule control proposed to be used for the project.

B13. PROJECT SCHEDULE

- B13.1 The Bidder should present a carefully considered Critical Path Method schedule using Microsoft Project, or similar project management software, complete with resource assignments (key personnel), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- (a) In general, milestone meetings should be associated with the presentation of a key deliverable and/or at critical decision making points in the project.
- (b) The schedule provided must be realistic and attainable.
- B13.2 The Bidder's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during all phases of the Project. Reasonable times should be allowed for completion of these approvals.
- B13.3 For the purpose of establishing a schedule for the proposal, the Bidder should assume a project award date of **February 15, 2013**.
- B13.4 Updates and final upload should be completed by **May 10, 2013** at midnight.
- B13.5 Flood Manual training should take place prior to **March 15, 2013** at midnight.
- B13.6 Training for the Water and Waste Information Systems and Technology support staff will be in conjunction with the execution of the flood manual upload.

- B13.7 The Bidder should detail what tools and techniques they propose to utilize to ensure the schedule does not slip.
- (a) The Bidder should provide enough information to assure the evaluation team that the proposed resources are available to meet the proposed schedule.

B14. QUALIFICATION

- B14.1 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.
- B14.2 The Bidder and any proposed Sub contractor (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>
- B14.3 The Bidder and/or any proposed Sub contractor (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);
- B14.4 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 Sub contractor.
- B14.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- #### **B15. BIDDER PROFILE**
- B15.1 The Bidder shall be an engineering company with strong municipal and water resources groups, with computer development IT support. The Bidder shall detail similar projects completed and current staff that meets these requirements;
- B15.2 The Bidder shall have demonstrated engineering knowledge of the City of Winnipeg's sewer infrastructure and demonstrated experience in working on a variety of sewer infrastructure projects. The Bidder shall detail any related project(s).
- B15.3 The Bidder shall have demonstrated knowledge of the City of Winnipeg's flood protection systems, the various components and how they work and shall detail any related project(s).
- B15.4 The Bidder shall have demonstrated experience in developing and calibrating hydraulic river models using HEC-RAS, including experience in modelling ice effects and shall detail any related project(s).

B15.5 The Bidder shall have prior experience in assisting the City of Winnipeg in their flood fighting activities and shall detail any related project(s).

B15.6 The Bidder shall have prior demonstrated experience working with Intergraph's Geomedia GIS Software.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 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/>

B16.3 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.

B16.4 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.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Bidder 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 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.

B18. WITHDRAWAL OF OFFERS

B18.1 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.

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 Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a 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 B18.1.3(b), declare the Proposal withdrawn.

B18.2 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 B17.2 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.

B19. INTERVIEWS

B19.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B20. NEGOTIATIONS

B20.1 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.

B20.2 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.

B20.3 If, in the course of negotiations pursuant to B20.2 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.

B21. EVALUATION OF PROPOSALS

B21.1 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 there from:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subconsultants, if any, pursuant to B14:
 - (i) mandatory qualifications (pass/fail);
- (c) Bidder Profile, pursuant to B15:
 - (i) mandatory experience (pass/fail);
- (d) Total Bid Price (40%);
- (e) Experience of Bidder and Subconsultants (20%);
- (f) Experience of Key Personnel (20%);
- (g) Project Understanding and Methodology (10%);
- (h) Project Schedule (10%);
- (i) Economic analysis of any approved alternative pursuant to B6.

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.

B21.4 Further to B21.1(c), Bidder Profile and Experience shall be evaluated as a pass/fail considering the information submitted in response to B15.

- B21.5 Further to B21.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B21.5.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B21.5.2 Further to B21.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B21.5.3 Further to B21.1(d), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B21.6 Further to B21.1(e), Experience of Bidder and Sub consultants shall be evaluated considering the Bidder's response to B10.
- B21.7 Further to B21.1(f), Experience of Key Personnel shall be evaluated considering the Bidder's response to B11.
- B21.8 Further to B21.1(g), Project Understanding and Methodology shall be evaluated considering the Bidder's response to B12.
- B21.9 Further to B21.1(h), Project Schedule shall be evaluated considering the Bidder's response to B13.
- B21.10 Notwithstanding B21.1(e) to B21.1(h), where Bidders fail to provide complete responses to B7.2(a) to B7.2(d), the score of zero will be assigned to the incomplete part of the response.
- B21.11 This Contract will be awarded as a whole.
- B21.12 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.
- B21.13 Bidders receiving less than 60% of the allowable marks in each category B21.1(e) to B21.1(h) may be considered as not meeting the minimum standard of technical expertise required to undertake the Work.

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 Bidder, even though one or all of the Bidders 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 Bidder submitting the most advantageous offer.
- B22.3.1 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.
- B22.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder 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
- C0.1.2 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 Following the Flood of the Century in 1997, it was determined that the creation of a comprehensive flood manual document was required in order to facilitate the organized execution of operational tasks during flood events. The document was also intended to provide an information rich database for day to day operations.

D2.2 In 2000, the City engaged in external consulting services to create the GIS based flood manual. Although the project was completed in 2003, it was quickly learned that the document was dynamic and required yearly updates. Yearly updates include the addition of new infrastructure upgrades, refinement of the existing manual and general operational changes and improvements. Regardless of its magnitude, each flood event is unique and therefore ongoing improvements and additions to the manual are required in order to keep the document current.

D2.3 The City of Winnipeg is soliciting professional engineering services to make the required 2012/2013 updates to the existing electronic flood manual document. This work is aimed at making the existing document current and at continuing to improve this dynamic manual.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**External Agencies**" means properties that the City of Winnipeg notifies to deploy their private flood protection measures;
- (a) "**FPS**" means Flood Pumping Station;
- (b) "**GC**" means Gate Chamber;
- (a) "**GIS**" means Geographic Information System;
- (a) "**HEC-RAS**" means Hydrological Engineering Centers River Analysis System (Environmental Simulation Modelling);
- (b) "**IT**" means Information Technology;
- (c) "**JAPSD**" means James Avenue Pump Station Datum;
- (a) "**LDS**" means Land Drainage Sewer;
- (a) "**MHS**" means Manhole Sealing;
- (a) "**PDD**" means Procedure Descriptive Drawing;
- (a) "**PG**" means Positive Gate;
- (a) "**PLD**" means Primary Line of Defence (Primary Dikes);
- (a) "**Residential Isolation**" means the City will close sewer connections to properties when there is a potential flood to prevent basement flooding;
- (a) "**SAP**" means Sector Action Plan;
- (b) "**SRB**" means Storm Water Retention Basin;
- (c) "**WWD**" means Water and Waste Department.

D4. SCOPE OF WORK

- D4.1 The Work to be done under the Contract shall consist of completing the annual updates to the existing electronic flood manual document for the period from February 15, 2013 until May 10, 2013 with the option of three (3) mutually agreed upon one (1) year extensions.
- D4.1.1 In future contract extensions, this work will be done between September and December of each year with the exception of the staff training component which will take place in March of the following year. Training for the Water and Waste Information Systems and Technology support staff will be in conjunction with the execution of flood manual upload.
- D4.1.2 The City may negotiate the extension option with the Contractor following flood events of 2013, 2014 and 2015. The City shall incur no liability to the Contractor as a result of such negotiations.
- D4.1.3 Changes resulting from such negotiations shall become effective on September 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D4.2 The City intends to award this Contract by February 15, 2013.
- D4.3 Deviation from the schedule, as accepted following any negotiations of this proposal, will require that the Contractor issue a change of schedule to document the reasons for the change and to seek approval for a revised schedule.
- D4.4 If the project fails to progress continuously with the services as outlined in the proposal, the City reserves the right to terminate the Contract.
- D4.5 The major components of the Work are as follows:
- (a) Project management
 - (i) Plan, organize and manage resources to bring about the successful completion of the specific project goals and objectives.
 - (ii) Develop a detailed project task list that details 2013 task items, responsibilities, hours, assigned personnel, timelines and costs associated. Categorize all tasks under their appropriate headings.
 - (iii) Ensure project team members, including the Contract Administrator, understand the project methodology and gain commitment from all the team members on activities and deliverables identified in the plan.
 - (iv) Coordinate three (3) meetings with the City at 1199 Pacific Avenue. The first meeting should consist of an overview, project plan and schedule. The second meeting should be in the form of a status meeting. And, the third meeting will be held just prior to final upload. The dates of the meetings are to be negotiated.
 - (v) Upload new updates based on 2013 task list to the existing electronic flood manual document. Document must be fully uploaded and functional by May 10, 2013.
 - (b) Flood Manual Updates
 - (i) Review and update as required the 2007 program works memorandum for Dowker, Lake 6-14 and Rainbow Stage gate chambers.
 - (ii) Update components of the SRB information including; the addition of new SRBs, updated sewer identifications, new SRB documents and revised SRB boundaries.
 - (iii) Review Bunn's Creek SRB schematic and make required updates based on pipe configurations at Eaglemere, Cordite, Springfield Road and Lagimodiere Boulevard. The addition of lakes 4-9, 4-14 and 4-15 are required.
 - (iv) Review and create procedure for Beaujolais Coulee.
 - (v) Review the temporary pumping procedure for the north side of Whellams lane (west of Henderson Highway).
 - (vi) Update flood pump responsibilities based on review done by the Water and Waste Department.

- (vii) Create new procedures for newly installed gate chambers at Deer Lodge, Douglas Park, Lotus Lane, and Pembina Highway (at Rue des Trappistes).
 - (viii) Review and update as required the temporary pumping procedure at Somerset gate chamber. Specifically, review/update pump size requirements.
 - (ix) Add procedure based on as-built drawings for the Minnetonka gate chamber upgrade.
 - (x) Review and update as required the deactivation level for the Armstrong-Newton interconnection.
 - (xi) Update procedure for the knife gate located at The Forks Variety Heritage Adventure Park.
 - (xii) Update information pertaining specifically to un-gated washroom connection located at Whittier Park. The washrooms appear to be connected directly to the combined sewer.
 - (xiii) Add new and update locking manhole cover locations. A list with specific locations will be provided by the Water and Waste Department.
 - (xiv) Using GIS, review and update secondary dike alignments to ensure conformity to the secondary dike corridor. A revision of the trigger, activations and quantities will be required.
 - (xv) Update information pertaining specifically to the new clay dike located at 346 Nairn Avenue. Updates to the sandbag calculations will be required based on changes at this location.
 - (xvi) Update the 21 properties identified by the Public Works Department as requiring updates.
 - (xvii) Review and update sandbag calculations and procedures for 45 Campeau Street.
 - (xviii) Update sandbag calculations for 126 St. Pierre Street.
 - (xix) Add new documentation for Glenwood. Add report to PDF documents.
 - (xx) Revise and update SAP page. Create a PDF of this page and upload as required into the application.
 - (xxi) Revise and update PDDs affected by the 2013 updates.
 - (xxii) Update the positive gate procedure activation level for the Kildare FPS. Review with the Water and Waste Department will be required prior to any updates.
 - (xxiii) Update/upload External Agency contact list. New list will be provided by the Water and Waste Department.
 - (xxiv) Update and make the required changes for 1920 St. Mary's Road. Information to be updated based on survey information provided by the Water and Waste Department.
 - (xxv) Update and make the required changes for 5445 Roblin Boulevard. Information to be updated based on survey information provided by the Water and Waste Department.
 - (xxvi) Update FPS Isometric drawings.
 - (xxvii) Update all required PDF documents for the flood manual application update.
 - (xxviii) Compile 2013 updates and complete entire upload to the Water and Waste Department server.
- (c) Training
- (i) Prepare and present one (1) three (3) hour training session for approximately fifteen (15) City operations and engineering staff. This training session will be held at 552 Plinguet – Computer Training Room. The training session should include all required documentation and a comprehensive overview of how the manual works and how activities are tracked.
 - (ii) Prepare and present one (1) two (2) hour overview presentation for approximately twenty-five (25) City staff. The overview should be presented to staff using a PowerPoint style presentation. The presentation of this overview will be held at 1199 Pacific Avenue.

- (iii) Prepare and present system support training for the Water and Waste Information Systems and Technology staff. This training will cover topics such as system support, maintenance, sustainment, and overall general knowledge transfer of information regarding all aspects of the Flood Manual System. The training will consist of up to 5 blocks of 2 hour sessions and will take place in conjunction with the execution of D4.5(b)(xxviii). Training will take place at either 1199 Pacific Avenue or 1120 Waverley Street. Location will be determined by the Water and Waste Information Systems and Technology staff.
- (d) Familiarization
 - (i) If the contractor does not have previous experience working with the City on the Flood Manual the contractor must provide a detailed description of their plan to familiarize themselves with the Flood Manual and provide a cost for such familiarization work. A planned approach for familiarization should be included along with any associated hourly rates.
 - (ii) Documents pertaining to the flood manual and its development can be made available from the City of Winnipeg, Water and Waste Department Resource Centre.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Susan Lambert P.Eng.
Wastewater Support Engineer

Telephone No. 204 986-2304

Facsimile No. 204 774-6729

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 B7.9.

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 Contractor's 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 at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

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. PERFORMANCE SECURITY

D9.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D9.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

D10. COMMENCEMENT

D10.1 The Bidder 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;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. LIQUIDATED DAMAGES

D11.1 If the Contractor fails to achieve the Work of the Contract in accordance with D4, the Contractor shall pay the City three hundred dollars (\$300) per Working Day for each and every Calendar Day following May 10, 2013 until the Work is complete.

D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

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

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 Bidder'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 B7.9.

D13. PAYMENT

D13.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D13.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D14. WARRANTY

D14.1 Further to C12, warranty does not apply to this Contract.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 874-2012

ANNUAL FLOOD MANUAL UPDATES

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(See D9)**

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 874-2012
ANNUAL FLOOD MANUAL UPDATES

Pursuant to the request of and for the account of our customer,

(Name of Bidder)

(Address of Bidder)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)