



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 581-2015

SYSTEMS INTEGRATOR FOR THE WINNIPEG SEWAGE TREATMENT PROGRAM

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A – REQUEST FOR QUALIFICATION APPLICATION

Form A: Request for Qualification Application	1
Form B: Experience of Proponent and Subconsultants	3
Form C: Experience of Proponent’s Key Personnel Assigned to the Project	4

PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. Definitions	1
B2. Background	3
B3. Winnipeg	3
B4. Purpose of the Request for Qualifications Document	4
B5. Clarifications requested by the City	4
B6. Description of the Control System to be Constructed	5
B7. Scope of Work	5
B8. General Conditions	10
B9. Project Schedule	11
B10. Procurement Process	11
B11. Disclosure	12
B12. Site Investigation	12
B13. Enquiries	12
B14. Contract Administrator	13
B15. Addenda	13
B16. Conflict of Interest and Good Faith	13
B17. Confidentiality and Privacy	14
B18. Non-Disclosure	14
B19. No Collusion	15
B20. No Lobbying	15
B21. Eligibility	15
B22. Fairness Advisor/Monitor	15
B23. City’s Project Team	15
Submission Instructions	
B24. Submission Deadline	16
B25. Qualification Submission	16
B26. Form A: Request for Qualification Application (Section A)	17
B27. Form B: Experience of Proponent and Subcontractors (Section B)	18
B28. Form C: Experience of the Proponent’s Key Personnel Assigned to the Project (Section C)	19
B29. Project Understanding and Methodology (Section D)	21
B30. Key Metrics (Section E)	21
B31. Substitutions	22
B32. Insurance	22
B33. Performance Security	22
B34. Safety Program/Certificate of Recognition	23
B35. Security Clearance	23
B36. Non-Disclosure Agreement	25
B37. Non-Conforming Submissions	25
B38. Proponent’s Costs and Expenses	25
B39. Notification of status	25
Evaluation	
B40. Qualification Evaluation	25
B41. Evaluation Criteria	25
B42. No Contract	26
B43. City to Retain Qualification Documents	27

PART C - ATTACHMENTS

C1. ATTACHMENTS	1
Form H1: Performance Bond	2

Form H2: Irrevocable Standby Letter of Credit

4

PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **“ABB”** means the manufacturer ASEA Brown Boveri;
- (b) **“Bid Opportunity”** means the Bid Submission, the Bidding Procedures, the General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all Addenda;
- (c) **“Business Day”** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (d) **“Calendar Day”** means the period from one midnight to the following midnight;
- (e) **“City”** means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (f) **“City Council”** means the Council of the City of Winnipeg;
- (g) **“Commissioning Period”** means the time between the completion of Performance Verification and Total Performance;
- (h) **“Contract”** means the combined documents consisting of the Request for Qualification package, Bid Opportunity package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (i) **“Contract Administrator”** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (j) **“Contractor”** means the person undertaking the performance of the Work under the terms of the Contract;
- (k) **“CSA”** means the Canadian standards association international, formerly the Canadian standards association;
- (l) **“DCS”** means distributed control system, an existing ASEA Brown Boveri INFI90 control system to be replaced as part of the upgrades;
- (m) **“Design-Builder”** means the entity engaged directly by the City of Winnipeg to implement the construction phases of the WSTP capital upgrade program based upon design requirements established by the City of Winnipeg. The Design-Builder would be under a Design-Build contract with the City;
- (n) **“FAT”** means factory acceptance testing;
- (o) **“FDS” or “Functional Design Specification”** means a submittal developed by the Contractor that details the solution he will supply and install to meet the City defined requirements for the WSTP control system. The FDS will provide the basis of the software configuration and will be validated during Performance Verification to ensure that all required functions are present and that they operate correctly;
- (p) **“General Contractor”** means the entity engaged directly by the City of Winnipeg to implement the construction phases of the WSTP capital upgrade program based upon design requirements established by the City of Winnipeg. The General Contractor would be under a Design-Bid-Build contract with the City;
- (q) **“HDS” or “Hardware Design Specification”** means a submittal developed by the Contractor that fully describes all the hardware aspects of the Work;
- (r) **“HMI”** means human machine interface, a subsystem of the PCS that provides the operator user interface for the entire water pollution control centre;
- (s) **“intelligent”** means an automation component or system that communicates with the site control system and operates via instructions given and received over a communication medium of a protocol such as Ethernet, PROFIBUS, MODBUS or HART;

- (t) **“I/O”** means input/output;
- (u) **“LHMI”** means local human machine interface, a HMI local to the equipment such as a Schneider Electric Canada Inc. Magelis touchscreen.
- (v) **“MCC”** means motor control centre;
- (w) **“must”** or **“shall”** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (x) **“NEWPCC”** means the City of Winnipeg North End Sewage Treatment Plant located at address 2230 Main Street, Winnipeg, Manitoba, R2V 4T8;
- (y) **“Person”** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (z) **“PCS”** means process control system. The control system of the water pollution control centre that provides monitoring and control of the wastewater treatment process and ancillary systems, including HVAC and building services;
- (aa) **“PLC”** means programmable logic controller, a component of the PCS that performs monitoring and control of processes within the water pollution control centre;
- (bb) **“Professional Engineer”** means an engineer registered in the Province of Manitoba;
- (cc) **“Proponent”** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (dd) **“SAT”** means site acceptance testing;
- (ee) **“SCADA”** means supervisory control and data acquisition;
- (ff) **“SDS”** or **“Software Design Specification”** means a submittal prepared by the Contractor that describes how the software will be encoded in a structured and efficient manner;
- (gg) **“SEWPCC”** means the City of Winnipeg South End Sewage Treatment Plant located at address 100 Ed Spencer Drive, Winnipeg, Manitoba, R2N 4G3;
- (hh) **“should”** indicates a desirable action or feature which will be evaluated on a relative scale;
- (ii) **“Site”** means the lands and other places on, under, in or through which the Work is to be performed;
- (jj) **“Submission or Qualification Submission”** means that portion of the Request for Qualifications which must be completed or provided and submitted by the Submission Deadline;
- (kk) **“Submission Deadline”** means the time and date for final receipt of Submissions;
- (ll) **“Substantial Performance”** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (mm) **“Systems Integrator”** means a Person who makes different versions of automation hardware and software Work together, generally combining several subsystems to Work together as one large system.
- (nn) **“WEWPCC”** means the City of Winnipeg West End Sewage Treatment Plant located at address 7740 Wilkes Avenue, Winnipeg, Manitoba, R4H 1B8;
- (oo) **“Work”** or **“Works”** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided;
- (pp) **“WWD”** means the City of Winnipeg Water and Waste Department, and;
- (qq) **“WSTP”** means the Winnipeg Sewage Treatment Program being a partnership between the City of Winnipeg and Veolia Water North America.

B2. BACKGROUND

- B2.1 The City of Winnipeg (City) is undertaking a major capital upgrade of its sewage treatment plants; specifically the NEWPCC, the SEWPCC and the WEWPC in support of meeting enhanced environmental standards as mandated by the Province of Manitoba.
- B2.2 The sewage treatment processes that will be developed will consist of multiple process functions and complex control systems to ensure site parameters and compliance are maintained. As such, the City is seeking to pre-qualify capable Systems Integrators to work on the sewage treatment capital program to construct, program and commission Programmable Logic Controller (PLC) based architecture control systems.
- B2.3 The City has standardized upon a specific MCC and PLC based automation control system, under Request for Proposal (RFP) 756-2013. RFP 756-2013 was awarded on November 7 2014 to Schneider Electric Canada Inc. based upon their proposed product offering; which shall be used as the principle automation equipment and software vendor for the systems integration Work.
- B2.4 The future sewage treatment sites of the City will consist of a mixture of newly constructed processes and refurbishment of existing processes.
- B2.5 The existing sewage treatment processes are automated and controlled by an Asea Brown Boveri (ABB) distributed control system (DCS) and NETWORK 90 systems installed between the years of 1986-1993. The Proponent(s) would be responsible for the installation of new automation systems as well as the complex changeover of existing processes retained from the ABB control systems to a new PLC control system.

B3. WINNIPEG

- B3.1 The City of Winnipeg is an important Canadian city, and is 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 centre 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.
- B3.2 Winnipeg has a population of over 660,000 people. 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 8,800 people and provides a full range of municipal services to the citizens of Winnipeg.
- B3.3 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 2014. Their term of office ends in 2018.
- B3.4 The administrative structure for the City is a Chief Administrative Officer (CAO) providing overall supervision for the following departments: Corporate Finance, Assessment and Taxation, Internal Services, Community Services, Fire Paramedic Service, Winnipeg Police Service, Public Works, Transit, Water and Waste, and Planning, Property and Development.
- B3.5 Since 1992, overall municipal government revenues have not changed significantly. However, there has been a shift. Taxation revenues have decreased and fees and charges have increased. Property and business taxes made up 51% of the City's revenues in 1992. In 2003, these same revenues accounted for 43% - a \$66 million reduction. During this same period, user fees and charges increased from 25% to 31% of City revenues – a \$66 million increase.
- B3.6 The City provides many services to its citizens. By service, the representation is distributed as follows: Public Safety (25%), Transportation (23%), Environmental (23%), Planning and

Development (4%), Leisure and Wellness (15%), Internal Support (10%). For additional information on City services, refer to the City of Winnipeg web site at: <http://winnipeg.ca/interhom/toc/departments.asp>

B4. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B4.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponent(s) with the appropriate Systems Integrator experience and expertise in MCC integration, PLC based automation, control and monitoring system installations to successfully execute the Work.
- B4.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B4.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and pre-qualify the most qualified Proponents. The City, General Contractors, and/or Design Builders initiating or bidding for work under the WSTP will be engaging Systems Integrators utilizing the list of Pre-qualified Proponents under this RFQ.
- B4.4 For the majority of Work under the WSTP, the Pre-qualified Proponents of this RFQ will typically not be directly contracted by the City but rather considered for engagement through a design-bid-build General Contractor and/or a Design-Builder contracted by the City to implement the upgrading, expansion, and/or refurbishment of the City's sewage treatment facilities. Pre-qualified Proponents of this RFQ may also be considered for engagement through the City where the City has been identified as the Contract Administrator in future Bid Opportunities.
- For Example,
- The WWD Wastewater Services Division may contract directly with the Pre-qualified Proponents of this RFQ for other Systems Integrator Work on similar but smaller unique projects outside of the WSTP capital upgrade program.
- B4.5 Due to the scope and schedule for the WSTP capital program, it is anticipated that there may be times when the volume of Work for a single Proponent exceeds that which a single Proponent can deliver in the schedule required by the project. Under such circumstances, the General Contractor or the Design Builder may divide workloads between the principal Proponent and additional Proponent(s) to complete the Work.
- B4.6 The General Contractor or Design-Builder contracted by the City to implement the WSTP capital upgrade program may not be the same entity at the NEWPCC, SEWPCC or WEWPC sites.
- B4.7 The City intends to utilize the list of Pre-qualified Proponents of this RFQ for future WSTP projects of a similar nature for a period of sixty (60) months following the award \ posting date of the Pre-Qualified Proponents list. The need for issuing another similar RFQ will be reviewed prior to the end of that period.

B5. CLARIFICATIONS REQUESTED BY THE CITY

- B5.1 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, further proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B5.2 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponents equipment and facilities to confirm, to the satisfaction of the Contract Administrator and/or representatives of the City, that the Proponents equipment and facilities are adequate to perform the Work.
- B5.3 The City may require the Proponent to clarify any portion of their submission. Response to such shall be made in writing and shall become part of the document. Failure to respond in writing within seven (7) calendar days of the request may be cause for rejection.

B6. DESCRIPTION OF THE CONTROL SYSTEM TO BE CONSTRUCTED

- B6.1 The sewage treatment plants will be controlled by a distributed network of primarily Schneider Electric Canada Inc. PLC's. These PLC's in combination with HMI's located both within central control rooms and throughout various areas of the sewage treatment plants will form a plant wide control and monitoring system. The various higher level components of the system will communicate over an Ethernet based fibre optic loop, while the field component levels will primarily communicate over PROFIBUS.
- B6.2 In addition to B6.1, it is envisioned that a future capability for supervision of all pollution control centres from one of the pollution control centres will be undertaken at a date still to be confirmed.
- B6.3 Across the SEWPCC and NEWPCC sites, the quantities of automation hardware are expected for both sites combined to be within the quantity of the following, however this is subject to change upon detailed design;
- (a) The number of desk top HMI operator workstations is expected to be twenty five (25);
 - (b) The number of panel mounted touchscreen HMI operator workstations is expected to be ten (10);
 - (c) The number of process simulators is expected to be three (3);
 - (d) The number of historian servers is expected to be six (6);
 - (e) The number of Web servers and other miscellaneous servers is expected to be nine (9);
 - (f) The number of individual PLC CPUs is expected to be one hundred and thirty (130), operating in a variety of single controller units to redundant hot-standby configurations;
 - (g) The number of MCC's, each consisting of a mix of multiple full voltage non-reversing "intelligent" starters, variable frequency drives and soft-starts, is expected to be thirty nine (39);
 - (h) The number of "intelligent" field based process instruments is expected to be six hundred (600);
 - (i) The number of "intelligent" process valve actuators is expected to be two hundred and fifty (250), and;
 - (j) The PLC I/O count is anticipated to be thirty thousand (30,000) derived from both "intelligent" instrumentation as well as traditional I/O sources.

B7. SCOPE OF WORK

- B7.1 The Work to be done under the proposed contract shall consist of the supply, installation, programming, testing, commissioning and decommissioning of both hardware and software aspects of a fully integrated process automation system.
- B7.2 The Proponent shall have sufficient staff capable of providing 24 hour a day on-site support during critical commissioning phases of fully integrated process automation systems until the City is satisfied of the stability of the automation system being commissioned.
- B7.3 The Proponent shall have sufficient capability and capacity both in the programming hardware they possess and the associated software licences to effectively develop the site automation systems.
- B7.4 The Proponent shall not be dependent upon the City to provide any programming hardware, software, or licences to complete the Work, beyond what will be finally installed at each City sewage treatment plant.
- B7.5 At the point of final completion and sign off of the automation system, if items were provided by the City to assist the Proponent, the Proponent will turn over those items to the Contract Administrator within ninety (90) calendar days.

- B7.6 The scope of Work will require the Proponent to be suitably proficient with respect to following system hardware requirements and their programming and implementation;
- B7.6.1 The Proponent shall be proficient in the setup and configuration of Microsoft Windows based operating systems and associated networking domains.
- B7.6.2 The Proponent shall have experience in the installation and configuration of Human Machine Interfaces (HMI), associated Personal Computers (PC) and servers associated to a process automation system. The Proponent should preferably be skilled in;
- (a) The use of Schneider Electric Canada Inc. Vijeo Citect V7.40 or newer for use as the HMI software, HMI data server software and terminal server software;
 - (b) Populating data generated by HMI systems into Enterprise and Business level reporting systems.
- B7.6.3 The Proponent shall have experience in the configuration of virtual servers for automation systems.
- B7.6.4 The Proponent shall have experience in the installation and configuration of Supervisory, Control and Data Acquisition (SCADA) systems and/or Human Machine Interface systems and the development of such graphics to populate such a system. The Proponent should preferably be skilled in;
- (a) Schneider Electric Canada Inc. Vijeo Designer V6.1 or newer and Vijeo CitectSCADA.
- B7.6.5 The Proponent shall have experience in the installation and configuration of panel mounted touch tactile displays. The Proponent should preferably be skilled in;
- (a) The use of Schneider Electric Canada Inc. Magelis XBT GT range of touch screen devices.
- B7.6.6 The Proponent shall develop and implement all operator display graphics related to HMI's and SCADA's using the "shade of gray" graphical concept unless specifically instructed otherwise by the Contract Administrator.
- B7.6.7 The Proponent shall have experience in the installation, configuration, fault finding and commissioning of automation networking equipment and associated communication protocols. The Proponent should preferably be skilled in;
- (a) Fibre Optic (FO) networking equipment, patch panels, FO cable terminating, FO continuity and attenuation testing and associated Ethernet configuration;
 - (b) IEC 61158 PROFIBUS DP V2 communication protocol and associated hardware aspects;
 - (c) IEC 61158 PROFIBUS PA V3 communication protocol and associated hardware aspects, both intrinsic and non-intrinsic requirements;
 - (d) Use of Siemens BT200 Profibus DP cable tester;
 - (e) Modbus TCP communication protocol and associated hardware aspects, and;
 - (f) Highway Addressable Remote Transducer (HART) version 5, 6 and 7 communication protocols and associated aspects.
- B7.6.8 The Proponent shall have experience in the installation, configuration, programming and commissioning of PLC's. The Proponent should preferably be skilled in the use of the following specifics of PLC's;
- (a) Schneider Electric Canada Inc. Quantum series PLC's.
 - (b) Schneider Electric Canada Inc. M580 PLC's.
 - (c) Schneider Electric Canada Inc. X80 I/O platform;
 - (d) Schneider Electric Canada Inc. programming software Unity Pro Version 8 or newer;
 - (e) Both built-in and remote I/O systems of analogue and discrete functionality;
 - (f) PLC cards related to IEC 61158 PROFIBUS DP, PROFIBUS PA;

- (g) PROFIBUS DP/PA couplers;
- (h) PLC cards related to HART protocols, and;
- (i) Programming within the following languages of:
 - (i) Function Block Diagram;
 - (ii) Instruction List;
 - (iii) Ladder Logic;
 - (iv) Sequential Function Chart, and;
 - (v) Structured Text.

- B7.6.9 While the City will endeavour to ensure that a consistent, fully integrated and reliable automation and control system is installed through the use of a single automation equipment Contractor, there will be instances where certain process mechanical/electrical equipment of an as yet undetermined process equipment manufacturer will provide a packaged system inclusive of one or more small PLCs; which may or may not be of the same standardised City Contractor. The Proponent shall have the appropriate skills to ensure that such packaged system PLC's are seamlessly incorporated into the overall site system architecture and control automation.
- B7.6.10 The Proponent shall have proven experience in the tuning and commissioning of automated control loops using "Proportional only", "Proportional and Integral", and "Proportional Integral and Derivative" control mechanisms.
- B7.6.11 The Proponent shall ensure that automated systems developed will take into consideration the Cyber security best practices and requirements as set out in ISA99 and IEC 62443.
- B7.7 The duties of the Proponent(s) are expected to be comprised of the following requirements. This is meant as a minimum requirement and not a definitive list and may be expanded by the City, General Contractor or Design-Builder as required by the project schedule;
- B7.7.1 The Proponent shall work in close co-ordination with the various groups within the WSTP including WWD and Veolia management and engineering staff, WWD Wastewater Services Division operations and maintenance staff, and WWD Information Systems and Technology (IST) Division staff in developing and implementing the most advantageous automation control system for the City.
- B7.7.2 The Proponent shall ensure the requirements of the City standards and guidelines are followed and implemented correctly. The list of these documents, which have either been completed to date or are in development with an expected issue date sometime in 2015, includes but is not limited to;
- (a) Water & Waste Department Electrical Design Guide;
 - (b) Water & Waste Department Automation Design Guide;
 - (c) Water & Waste Department Historical Data Retention Standard;
 - (d) Water & Waste Department Identification Standard;
 - (e) Water & Waste Department Tagname Identification Standard;
 - (f) Water & Waste Department HMI Layout and Animation Plan;
 - (g) Water & Waste Department Automation Master Plan;
 - (h) WSTP Design Guidelines.
- B7.7.3 The Proponent(s) shall be responsible for developing the programming of the automation control system to meet the requirements specified by the City, General Contractor and/or Design-Builder which will be found in but not limited to all or some of the following documents;
- (a) General specifications;
 - (b) Process and Instrumentation Diagrams (P&IDs);

- (c) Process Control Narratives (PCNs);
- (d) Functional Requirement Specifications (FRS), and;
- (e) Other design drawings including schematics, loop diagrams, panel layouts and networking diagrams as required.

B7.7.4 The Proponent(s) shall be responsible for programming, configuration, testing and commissioning of the following automation components within the site boundary of City pollution control centres under the WSTP capital upgrade program;

- (a) All automation HMI's both personal computer based and panel mounted touch screen based;
- (b) All automation MCC systems;
- (c) All automation server system components;
- (d) All automation historians based upon SQL server;
- (e) All automation PLC systems of the City standard vendor;
- (f) All automation packaged PLC systems, and;
- (g) All automation communication systems and associated components for Ethernet, PROFIBUS DP & PA, MODBUS and HART.

B7.7.5 The Proponent(s) shall be involved in the development and subsequent implementation, jointly with City, of interfaces between pollution control centre automation systems and off-site City Enterprise and Business level communication and reporting systems. This shall be in conjunction with an internal City automation security architect or an automation security architect contracted by the City working on behalf of the City. Areas of possible coordination will consist of, but may not be limited to;

- (a) Automation network security;
- (b) Two point secure remote access systems;
- (c) Webservers, firewalls, de-militarised zones (DMZ);
- (d) Possible capabilities to remote program, commission, operate and monitor a pollution control centre from off-site locations from either a fixed location within another City premises or via a mobile device such as a tablet or smartphone;
- (e) Creation of automated Key Performance Indicators (KPI) reports and dashboards populated by data generated by the pollution control centre automation system;
- (f) Configuration and implementation of on-site and off-site synchronous automated historians, central data archives of process automation data and manually inputted process related data, and;
- (g) Ensuring that automated systems developed will take into consideration the cyber security best practices and requirements as set out in ISA99 and IEC 62443 and other industry best practices as applicable.

B7.7.6 The Proponent(s) shall construct PLC, networking, and other automation control panels in a CSA approved panel-shop. All panels produced shall be CSA approved. Alternate third party certification is not acceptable.

B7.7.7 The Proponent(s) shall integrate both intelligent and non-intelligent MCCs supplied by Schneider Electric Canada Inc. into the control system. It is not envisioned that the supply or installation of the MCCs would occur through the systems integrator.

B7.7.8 The Proponent(s) shall integrate both intelligent and non-intelligent MCCs supplied by other 3rd parties deemed package plant systems into the control system. Package plant systems are to be restricted to a case-by-case basis and specifically approved by the City. It is not envisioned that the supply or installation of the MCCs would occur through the systems integrator.

- B7.7.9 The Proponent(s) shall be responsible for conducting three levels of Factory Acceptance Testing (FAT) for the automation control system to the satisfaction of the City and representatives of City in attendance. FAT's for preliminary configurations, substantially complete configurations and final configurations. The Proponent(s) will provide a facility for each FAT within the limits of the City of Winnipeg that best suits the FAT being undertaken.
- B7.7.10 The Proponent(s) shall be responsible for conducting Site Acceptance Testing (SAT) for the automation control system in accordance with the commissioning plan for the Work and to the satisfaction of the City and representatives of City in attendance. It is anticipated that the SAT tests will be broken down by system, based upon the readiness of each system to be commissioned.
- B7.7.11 The Proponent(s) shall develop a simulator for all programs developed, to allow for complete off-line testing of each process. The simulator shall simulate the process and process equipment by providing automated responses for all control system inputs, based upon control system outputs. In addition, a user interface shall be provided to allow the user to easily override and force control system inputs to simulate various abnormal scenarios. The user interface shall be user-friendly and presented on a system basis. An I/O watch window is not an acceptable user interface.
- B7.7.12 Further to B7.7.11, the Proponent(s) shall use the Schneider Electric Canada Inc. Mynah MiMiC process simulator during off-line process simulation or process automation demonstrations. Where the feasibility of the Mynah MiMiC simulator is not practical for the simulation in question, the Proponent(s) will use an approved equal that has been agreed on a case-by-case basis by the Contract Administrator.
- B7.7.13 The Proponent(s) shall be responsible for the migration of existing processes controlled from the existing ABB DCS automation system and other existing PLC based systems to the new PLC based automation system. The Proponent(s) shall take into consideration the complex nature of a wastewater plant running 24 hours a day serving the population of Winnipeg. Shut down of an existing system(s) may or may not be possible and the process may be required to remain live during the changeover of automation systems.
- B7.7.14 The Proponent(s) shall be capable of providing and scheduling staff to service extended shutdowns and start-ups on a 24-hour working basis during critical windows of Work such as those of commissioning and performance test windows.
- B7.7.15 The Proponent(s) shall have a 24-hour support system in place, whereby a capable service technician experienced with the City's control systems being installed is available on an emergency call basis.
- B7.7.16 The Proponent(s) shall be responsible for producing the detailed shop drawings and any other drawings pertaining to the automation and control systems installed by the Proponent as required by the City, the General Contractor or the Design-Builder.
- B7.7.17 The Proponent(s) shall be responsible for authentication (sealing) of all programming and other automation designs implemented by the Proponent by a Professional Engineer registered with the Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM).
- B7.7.18 The Proponent(s) where instructed by the City, the General Contractor or the Design-Builder, shall contribute towards the development of operational and maintenance manuals detailing the automation system components, software, configuration, functionality and commissioning records.
- B7.8 The Proponent(s) shall participate in training plans developed to train City personnel during the commissioning periods and warranty periods to the satisfaction of the Contract Administrator.
- B7.9 The Proponent(s) should anticipate the training sessions to City staff to be detailed and comprehensive of the system the training is to be conducted upon and should as minimum cover the following of;

- (a) All Operators of the site should have an overview of the functionality of the HMI and PCS systems, and;
 - (b) Electrical & Instrumentation maintenance personnel should have an in-depth understanding of the entire range of the automation and control system installed inclusive of the;
 - (i) Field addressable instrumentation;
 - (ii) HMI and PCS;
 - (iii) Historian;
 - (iv) PLC's;
 - (v) PROFIBUS, MODBUS and HART networks;
 - (vi) Fibre Optic and Copper network installation, and;
 - (vii) Servers, Virtual Private Networks (VPN's), De-Militarized Zones (DMZ's), Firewalls and network protections.
- B7.10 Training sessions shall be video recorded by WWD's preferred videographer, recorded to digital versatile disc (DVD) format, and two (2) copies provided to the Contract Administrator within thirty (30) calendar days of completion of the training sessions. The video recorded sessions are aimed at training additional City staff at later dates and as such should be sufficiently detailed and possess generally accepted high definition video and audio quality.
- B7.11 All training should as far as reasonably practicable be at the site of the system being trained upon.
- B7.12 Training should be repeated over a number of differing days to provide sufficient coverage of City shift staff.

B8. GENERAL CONDITIONS

- B8.1 For Proponents who are successfully pre-qualified under this RFQ and later enter into a Contract directly with the City for Work as result of a successful award from a City bid-opportunity, the Proponent shall be required to abide by City General Conditions.
- B8.1.1 For Construction activities, the *General Conditions for Construction (Revision 2006 12 15)* are applicable, without exception, to the Work of the Contract.
 - (a) The *General Conditions for Construction* 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
- B8.1.2 For Supply of Services, the *General Conditions for Supply of Services (Revision 2007 04 12)* are applicable, without exception, to the Work of the Contract.
 - (a) 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
- B8.2 For Proponents who are successfully pre-qualified under this RFQ and later enter into a contract directly with the General Contractor for work as result of a successful award from a General Contractor bid-opportunity, such contract will be governed by the General Contractor's General Conditions.
- B8.3 For Proponents who are successfully pre-qualified under this RFQ and later enter into a contract directly with the Design Builder for work as result of a successful award from a Design Builder bid-opportunity, such contract will be governed by the Design Builder General Conditions.

B9. PROJECT SCHEDULE

B9.1 The City intends to complete the evaluation of the Qualification Submissions and announce the list of Pre-qualified Proponents by January 22, 2016.

B9.2 Estimated Preliminary Schedule for RFQ Phases and RFQ Relevant WSTP Projects

RFQ Phase/WSTP Project	Approximate Date(s)
1. Evaluation Period for WSTP Systems Integrator RFQ	December 7, 2015 to January 15, 2016
2. Announce List of Pre-qualified Proponents for WSTP Systems Integrator	January 22, 2016
3. Procurement Period for General Contractor(s) for SEWPCC Process Upgrade Projects	September to November, 2016
4. SEWPCC Systems Integrator(s) contract period	January 2017 to January 2019
5. Procurement Period for Design-Builder for NEWPCC Power Supply Upgrade Project	September, 2016 to December, 2016
6. NEWPCC Power Supply Upgrade Project Systems Integrator contract period	December, 2016 to December, 2018
7. Procurement Period for General Contractor and Design-Builder for NEWPCC Process Upgrade Projects	June, 2017 to August, 2017
8. NEWPCC Process Upgrade Projects Systems Integrator contract period	August, 2017 to August, 2022
7. Procurement Period for General Contractor or Design-Builder for WEWPCC automation system replacement and upgrade	June, 2018 to September, 2018
8. WEWPCC automation system replacement and upgrade projects Systems Integrator contract period	September, 2018 to September, 2020

B9.3 The schedule provided in B9.2 is subject to change due to the nature and complexity of projects under the WSTP.

B9.4 Updated details on the schedule provided in B9.2 will be provided to the Pre-qualified Proponents at the completion of the RFQ stage.

B10. PROCUREMENT PROCESS

B10.1 The first stage of the procurement process for Systems Integrator services for the WSTP Capital Upgrade Projects is this RFQ. The intent of this RFQ is to develop a list of no more than three (3) pre-qualified Proponents to be utilized in the second stage of the procurement process when the City, a General Contractor, or a Design Builder will need to consider engaging a Systems Integrator for work under the WSTP. The second stage of procurement will typically be initiated by the City but the contract may be directly with the City or directly with a General Contractor or a Design-Builder.

B10.2 Following completion of the RFQ stage, the list of Pre-qualified Proponents will be utilized for developing invitations to provide detailed written submissions for future Bid Opportunities that will be structured following best practices used in other Canadian jurisdictions. The procurement documents will include several submission requirements including technical, financial and, if needed, innovation components. Depending on which entity initiated the second stage of the procurement process, the City, a General Contractor, or a Design-Builder will evaluate the

respective detailed written submissions received from the selected Proponents and then select and notify the preferred Proponent.

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure.
- (a) VWNA Winnipeg Inc. (Veolia)
- B11.2 The eligibility of VWNA Winnipeg Inc. (Veolia) to submit a Qualification Submission for this RFQ is specified in B21.2.

B12. SITE INVESTIGATION

- B12.1 The Contract Administrator or an authorized representative will conduct a site investigation tour of the WEWPCC on November 16, 2015 at 9:00 AM, of the SEWPCC on November 18, 2015, and of the NEWPCC on November 24, 2015, CST prompt.
- B12.1.1 Proponents are requested to register for the Site Investigation by contacting the Contract Administrator identified in B14.
- B12.1.2 Registration requests shall identify the Proponent, their contact information, names of intended attendees and date(s) of attendance.
- B12.1.3 Proponents are to meet at the reception area of the WEWPCC located at 7740 Wilkes Avenue, Winnipeg, Manitoba, R4H 1B8, for the WEWPCC site investigation
- B12.1.4 Proponents are to meet at the reception area of the SEWPCC located at 100 Ed Spencer Drive, Winnipeg, Manitoba, R2N 4G3, for the SEWPCC site investigation.
- B12.1.5 Proponents are to meet at the reception area of the NEWPCC located at 2230 Main Street, Winnipeg, Manitoba, R2V 4T8, for the NEWPCC site investigation.
- B12.1.6 Proponents are required to provide their own Personal Protective Equipment (PPE); at a minimum hard hat, safety footwear, safety glasses and flashlights.
- B12.2 Although attendance at the site investigations is not mandatory, the City strongly suggests that Proponents attend to better understand the complexities of the existing treatment plant sites.
- B12.3 The Proponent shall not be entitled to rely on any information or interpretation received at the site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B13. ENQUIRIES

- B13.1 All enquiries shall be directed to the Contract Administrator identified in B14.
- B13.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.
- B13.3 If the Proponent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B13.4 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

- B13.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B13.6 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B13.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B13 unless that response or interpretation is provided by the Contract Administrator in writing.

B14. CONTRACT ADMINISTRATOR

- B14.1 The Contract Administrator is:
Jonathan Deegan-Ross
Electrical, Instrumentation and Control Manager
Veolia Water North America

1199 Pacific Avenue, Unit 111
City of Winnipeg
Water and Waste Department
Winnipeg, Manitoba, CANADA, R3E 3S8

Telephone No. 204-986-2564
Facsimile No. 204-986-2439

- B14.2 Submissions must be submitted to the address in B24.7

B15. ADDENDA

- B15.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B15.2 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.
- (a) The Addenda will be available on the Bid Opportunities page at the Materials Management Division's website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B15.2.1 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division's website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B15.3 The Proponent should acknowledge receipt of each addendum on Form A: Request for Qualification Application.

B16. CONFLICT OF INTEREST AND GOOD FAITH

- B16.1 Proponents must not include among their team, any business entity or individual who is, or is associated with, in any way, any consultant retained by the City in relation to the Project, including but not limited to consultants providing engineering, architectural, legal, process, finance or financial capacity advice or any Person likely to create a conflict of interest or a perception of conflict of interest.
- B16.2 If a Proponent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Proponent should fully disclose the circumstances to

the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

- B16.3 The Proponent declares that in submitting its response to this RFQ, it does so in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect, as a result of the Proponents participation in this Project.
- B16.4 Failure to comply with this provision may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the Bid Opportunity has been issued, disqualification from the Bid Opportunity process.

B17. CONFIDENTIALITY AND PRIVACY

- B17.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the City. The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFQ and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.
- B17.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B17.3 To the extent permitted, the City shall treat all Submissions as confidential. However, the Proponent is advised that any information contained in any Submission may be released if required by City policy or procedures, by FIPPA, by other authorities having jurisdiction, or by law.
- B17.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.
- B17.5 All information will become and remain the property of the City; none will be returned. If the application contains any proprietary or trade secret information, said information must be indicated as such.

B18. NON-DISCLOSURE

- B18.1 Proponents must not disclose any details pertaining to their RFQ and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.
- B18.2 Proponents are advised that an attempt on the part of any Proponent or any of its employees, agents, Contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFQ solicitation, may lead to disqualification.

B19. NO COLLUSION

- B19.1 Upon making a Submission to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.
- B19.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the Bid Opportunity has been issued, disqualification from the Bid Opportunity process.

B20. NO LOBBYING

- B20.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the Bid Opportunity has been issued, disqualification from the Bid Opportunity process.

B21. ELIGIBILITY

- B21.1 Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ, but will not be eligible to participate in any manner whatsoever as the Systems Integrator on SEWPCC, NEWPCC & WEPWCC projects that they are already actively working on as Contractors, subcontractor, consultant or sub-consultant.
- B21.2 As a result of their involvement in the Project, VVNA Winnipeg Inc. (Veolia) or their affiliates are not eligible to participate as a Contractor, Subcontractor, member of a consortium, etc. for the Systems Integrator Services for the Winnipeg Sewage Treatment Program (WSTP) RFQ No. 581-2015.

B22. FAIRNESS ADVISOR/MONITOR

- B22.1 The City intends to retain an independent Fairness Advisor to oversee the selection process for contracts later entered into with the General Contractor and/or the Design Builder for WSTP projects which include Systems Integrator Work.
- B22.2 The Fairness Advisor's role is to reassure both the City and private sector participants that the process and decisions resulting are fair, reasonable and consistent with the procurement process laid out for the Project.

B23. CITY'S PROJECT TEAM

- B23.1 To date the City has appointed various Project Teams to oversee all aspects of the procurement and construction of the Project.
- B23.2 The Project Team consists of:
- (a) Contract Administrator and Project leads are the WSTP.
 - (b) SEWPCC Design Consultant is CH2M Hill Canada Limited under City of Winnipeg RFP 682-2012.
 - (c) NEWPCC Power Upgrade Project Owners Advocate is KGS Group Consulting Engineers under City of Winnipeg RFP 40-2014.
 - (d) NEWPCC sewage treatment plant upgrade Owners Advocate under City of Winnipeg RFP 182-2015 is currently under evaluation.

SUBMISSION INSTRUCTIONS

B24. SUBMISSION DEADLINE

- B24.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 4, 2015.
- B24.2 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 B24.1.
- B24.3 Qualification Submissions will not be opened publicly.
- B24.4 Qualification Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned unopened.
- B24.5 The Qualification Submission should be submitted enclosed and sealed in an envelope clearly marked with the RFQ number and the Proponent's name and address.
- B24.6 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B24.7 Qualification Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B25. QUALIFICATION SUBMISSION

- B25.1 The Qualification Submission shall consist of the following components:
- (a) Form A: Request for Qualification Application (Section A) in accordance with B26 ;
- B25.2 The Qualification Submission should also consist of the following components:
- (a) Form B: Experience of Proponent and Subcontractors (Section B) in accordance with B27;
- (b) Form C: Experience of the Proponent's Key Personnel Assigned to the Project (Section C) in accordance with B28;
- (c) Project Understanding and Methodology (Section D) in accordance with B29, and;
- (d) Key Metrics (Section E) in accordance with B30.
- B25.3 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive RFQ.
- B25.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B37.
- B25.5 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- B25.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

Format

- B25.7 Proponents shall submit one (1) unbound paper original (marked "original"), six (6) paper copies, and one (1) electronic copy on CD or DVD. The Request for Qualifications shall be a clear and concise presentation of the required information. Each page shall be single sided,

letter sized 8 ½ x 11 inches, 10 pt. Arial font, and single line spacing. The maximum number of pages for the qualification submission, inclusive of all contents outlined in B25.9, shall be two hundred (200). Information presented beyond the first two hundred (200) pages may not be reviewed or considered in the evaluation of the RFQ submission.

- B25.8 If the event of any discrepancy or conflicting information between the one (1) unbound paper original (marked "original"), the six (6) paper copies or the one (1) electronic copy on CD or DVD, then the one (1) unbound paper original (marked "original") will take precedence over all other copies.
- B25.9 The RFQ submission should be organized as follows:
- (a) Cover page;
 - (b) Form A: Request for Qualification Application;
 - (c) Company formal Certificate of Status;
 - (d) Form B: Experience of Proponent and Subcontractors;
 - (e) Form C: Experience of the Proponent's Key Personnel Assigned to the Project;
 - (f) Project Understanding and Methodology;
 - (g) Key Performance Metrics, and;
 - (h) Supporting documentation and appendices.
- B25.10 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

B26. FORM A: REQUEST FOR QUALIFICATION APPLICATION (SECTION A)

- B26.1 Further to B25.1(a), the Proponent shall complete Form A: Request for Qualifications Application, making all required entries.
- B26.2 Paragraph 2 of Form A: Request for Qualifications Application shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B26.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B26.2.
- B26.3 In Paragraph 3 of Form A: Request for Qualifications Application, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.
- B26.4 Paragraph 7 of Form A: Request for Qualification Application should be signed in accordance with the following requirements:
- (a) if the Proponent is sole proprietor carrying of business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;

- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B26.5 The name and official capacity of all individuals signing Form A: Request for Qualification Application should be printed below such signatures.

B26.6 All signatures should be original.

B26.7 If a Submission is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Submission, shall be both jointly and several.

B27. FORM B: EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION B)

B27.1 Further to B25.2(a), the Proponent should submit in sufficient detail for the City to evaluate the experience of the Proponent's firm, team members, and that of any Subcontractors proposed as described in this section and as listed in Form B: Experience of Proponent and Subcontractors .

B27.2 The Proponent and any Subcontractors should submit a total of three (3) reference projects located within North America and commissioned or completed to the stage of Substantial Performance in the last six (6) years to demonstrate their experience in the role as a Systems Integrator for projects with a similar size, scope and complexity to that being undertaken by the WSTP

- (a) Reference projects provided by the Proponent and any Subcontractors should attempt to make the best demonstration of the Proponents and any Subcontractors capabilities in satisfying Section B7 – Scope of Work
- (b) For each reference project provided, the Proponent should provide details on the size, scope and complexity of each project including the role of key Proponent team members and any Subcontractors as well as the start and commissioned / Substantial Performance dates.
- (c) Two reference persons for each reference project provided in B27.2. Each reference should consist of a client name, contact name and position title, email address and telephone number. References shall be for individuals that are not members of the Proponents organization or have a financial invested interest in the Proponents organization. These references will be used to confirm the information provided by the Proponent.
- (d) If more than three (3) reference projects are submitted for B27.2, the City will only evaluate the first three (3) reference projects for the experience of the Proponent and any Subcontractors. Additional projects will be viewed only as information.

B27.3 For each reference project submitted by the Proponent in B27.2, the Proponent should complete and submit a Form B: Experience of Proponent and Subcontractors with the following information:

- (a) A clear and comprehensive description of the project – Include project owner, project objectives, size, assignment outcomes and achievements, and other relevant information;
- (b) A clear and comprehensive description of the Systems Integrator services – Provide details of the Systems Integrator services and details of the role of the Proponent and any Subcontractors; and
- (c) Reference information (two current names with email addresses and telephone numbers per project). Reference persons should have worked directly on the reference projects described, such as the Project Manager or the Contract Administrator.

B27.4 The Proponent shall also detail their applicable qualifications and registrations, including;

- B27.4.1 Registration of the firm (Certificate of Authorization) with the Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM) for undertaking engineering work in the province of Manitoba or the Province in which they are registered.
- B27.4.2 Registration of employees with APEGM as Professional Engineers, with expertise in the field of automation.
- B27.4.3 CSA Certification of the firm to produce CSA Approved Industrial Control Panels.
- B27.4.4 Other certifications, registrations, and qualifications related to various manufactures automation systems, automation institutions and other applicable global recognitions.
- B27.5 The Proponent(s) should also demonstrate within their qualification submission other areas of knowledge that would be advantageous to the City in specifically configuration of automation systems. As a minimum suggested non-restricted list, the City would view the following areas of experience as advantageous in descending order;
- (a) Setup and configuration of process instrumentation such as flowmeters, level systems, pressure systems, temperature systems into a control system;
 - (b) Experience of automation in a wastewater and/or water treatment process;
 - (c) Experience of automation of low and medium voltage switchgear and MCC's typically in the range of 600VAC to 12,470 VAC;
 - (d) Experience of automation of industrial Heating, Ventilation and Air Conditioning (HVAC) systems with PLC-based controls with particular consideration to extreme cold environments;
 - (e) Experience of the Asea Brown Boveri (ABB) bailey distributed control systems and NETWORK 90 systems;
 - (f) Experience of automation of power generation, ideally Combined Heat and Power systems (CHP), and;
 - (g) Knowledge of automation of site level surveillance, unauthorised entry and intruder detection systems.
- B27.6 The Proponent(s) should also demonstrate within their Qualification Submission other areas of knowledge that would be advantageous to the City in the wider context of the wastewater upgrade projects. As a minimum suggested non-restricted list, the City would view the following areas of experience as advantageous;
- (a) Setup and configuration of process's related to large scale wastewater treatment facilities;
 - (b) Experience in systems integration Work in harsh environments such as extreme cold environments and hazardous corrosive atmospheres;
 - (c) Modernization of legacy systems, specifically migration of DCS to PLC based systems;
 - (d) Interplant networking configurations and large scale SCADA applications.
- B28. FORM C: EXPERIENCE OF THE PROPONENT'S KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION C)**
- B28.1 Further to B25.2(b), the Proponent should submit the experience of the Key Personnel assigned to the project as described in this section and in Form C: Experience of Key Personnel Assigned to the Project
- B28.2 Using Form C: Experience of Key Personnel Assigned to the Project, the Proponent should indicate the experience of the Key Personnel as follows:
- (a) proposed role(s) and responsibilities;
 - (b) core capabilities and/or skills

- (c) educational background, degrees, professional recognitions, job title and years of experience (related to scope of services, in similar role as proposed and with existing employer);
 - (d) a total of two (2) comparable projects in which they have played a similar role as proposed for this project. Projects should be completed or currently at the stage of Substantial Performance and performed in the last six (6) years for each Key Personnel. Projects should be similar in size, scope, and complexity to the requirements of this RFQ. For each project provide the following:
 - (i) role of the person on the project;
 - (ii) project name and owner;
 - (iii) description of project;
 - (iv) responsibilities;
 - (v) list of tasks;
 - (vi) achievements; and
 - (vii) two individual references for each of the reference projects provided in 2(d). References should have worked directly on the reference projects described, such as the Project Manager or Contract Administrator. Each reference should include the reference organization name, the reference person name, the reference position title/function, email address, and telephone number. References shall be persons who are not members of the Proponents organization or have a financial invested interest in the Proponents organization. These references will be used to confirm information provided by the Proponent. If the City is unable to contact a reference as per B41.7.1, the Proponent's score may be impacted accordingly for those related sections of the Qualification Submission during the evaluation.
 - (e) other required information as indicated in Form C: Experience of Key Personnel Assigned to the Project.
- B28.3 If more than two (2) projects are submitted for B28.2(d) and included in Form C: Experience of Key Personnel Assigned to the Project, only the first two (2) referenced projects will be evaluated.
- B28.4 Key Personnel the City would expect to see named for B28.1 are as follows;
- (a) Two (2) project managers;
 - (b) If the Proponent has a panel shop, the key individual responsible for supervising and ensuring quality control of the panel shop;
 - (c) Two (2) Principal programming code developers capable in all programming languages identified in B7.6.8(i);
 - (d) Two (2) Principal HMI & SCADA graphics developers;
 - (e) Two (2) Principal site commissioning technicians,
 - (f) The Principal networking developer and security architect, and;
 - (g) The professional engineer responsible for sealing the systems integration Work.
- B28.5 Further to B28.4, the Proponent should also present other team members they feel add evidence to demonstrating the capability of their qualification submission to the City.
- B28.6 Further to B28.4, the availability of multiple people to fulfil a role is preferred, however the same individual can be named to more than one of the Key Personnel positions / functions the City would like to see as outlined in B28.4, provided it is clearly stated the individual holds more than one role and what the roles are and why this would be an advantage.
- B28.7 The Proponent shall provide written assurances that the individuals proposed in B28 will be available at the time of the WSTP projects and will be the individuals assigned to work on the WSTP projects for a period of two (2) years from the closing date of this qualification submission identified in B24.1.

B28.7.1 If Key Personnel proposed in B28 to work on a WSTP project require substitution at a later date because of an unforeseen reason or circumstance outside of the control of the Proponent, the Proponent shall propose alternative and equivalent Personnel to the Contract Administrator for approval at that time. Acceptance of the substitute(s) will be the decision of the Contract Administrator.

B29. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION D)

B29.1 Further to B25.2(c), the Proponent should submit information in sufficient detail for the City to evaluate the Proponent's proposed approach to delivering Systems Integration style projects by providing:

- (a) The Proponent's general understanding and approach to Systems Integration projects similar to those of the City and outlined in B6;
- (b) The Proponent's proposed methodology for quality control/quality assurance (QAQC) during the development and implementation of Systems Integration on City projects;
- (c) The Proponent's proposed methodology for organizing and managing City Systems Integration projects;
- (d) The Proponent's proposed methodology for procurement for City Systems Integration projects, and;
- (e) The Proponent's proposed methodology for commissioning Systems Integration projects and services during the warranty period.

B29.2 It is the expectation of the City that the Systems Integrator be specific in answering B29.1 without generic statements.

B29.3 It is the expectation of the City that the commissioning of any Systems Integration component be the responsibility of the Proponent and directly by the Proponent and not by a subconsultant or subcontractor of the Proponent.

B30. KEY METRICS (SECTION E)

B30.1 Further to B25.2(d), the Proponent should provide the following metrics to aid the City in evaluating the Proponent's current resources and capabilities for the;

- (a) The Proponent's organization and management structure with a listing of the Proponent's office locations within North America;
- (b) Current number of employees in the Proponent's organization available at any given time for Work within Manitoba;
- (c) Number of personnel currently allocated simultaneously for 24 hour support;
- (d) Current estimated response time to send a service technician to a City wastewater treatment facility on an emergency basis;
- (e) Area of the Proponent's panel-shop;
- (f) Number of employees whose position is at minimum 40% related to PLC programming and commissioning;
- (g) Number of employees whose position is at minimum 40% related to HMI programming and commissioning;
- (h) Number of employees who have a Microsoft MCSE certification;
- (i) Number of employees with Schneider Unity Pro formal training;
- (j) Number of employees with Schneider Unity Pro experience on a project of over 500 I/O;
- (k) Number of employees with Schneider Citect SCADA formal training;
- (l) Number of employees with Schneider Citect SCADA experience on a project of over 500 I/O, and;

- (m) Number of employees with a minimum of one hundred (100) hours of Schneider Intelligent MCC integration experience.

B30.2 Further to B30.1, the City reserves the right to request proof of certification and certificates at any time of any individual identified by the Proponent as possessing such certification or certificate indicated in B30.1.

B31. SUBSTITUTIONS

B31.1 If, following your Submission, you become aware that any key Persons identified in B28.4 to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute Person. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the RFPs has been issued, from the RFPs process.

B32. INSURANCE

B32.1 Outlined herein for the Proponent's information are the insurance requirements that will be included in the second stage of the procurement process for contracts entered directly with the City. The Proponent can expect insurances of a similar nature for contracts entered directly with a General Contractor or a Design Builder:

- (a) commercial general liability insurance, in the amount of at least five (5) million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than five (5) million dollars (\$5,000,000.00) inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

B32.2 In addition to B31, the General Contractor or the Design Builder may require additional Insurances greater than those or in addition to those stated in this RFQ.

B32.3 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

B33. PERFORMANCE SECURITY

B33.1 Outlined herein for the Proponent's information are the performance security requirements that will be included in the second stage of the procurement process for contracts entered directly with the City. See Part C – Attachments for Sample Forms. The Proponent can expect performance securities of a similar nature for contracts entered directly with a General Contractor or a Design Builder.

- (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.

B33.2 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City if contracted directly with the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

B33.3 If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to B33.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified for the return of the executed Contract.

B33.4 In addition, the General Contractor or the Design Builder may require additional performance security requirements greater than those or in addition to those stated in this RFQ.

B34. SAFETY PROGRAM/CERTIFICATE OF RECOGNITION

B34.1 Outlined herein for the Proponent's information are the safety program/certificate of recognition requirements that will be included in the second stage of the procurement process for contracts entered directly with the City. The Proponent can expect a safety program/certificate of recognition of a similar nature for contracts entered directly with a General Contractor or a Design Builder.

B34.2 The Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of the Workplace Safety and Health Act (Manitoba), by providing:

- (a) A copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) A copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) A report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at the City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B34.3 In addition, the General Contractor or the Design Builder may require additional Safety Program requirements greater than those or in addition to those stated in this RFQ.

B35. SECURITY CLEARANCE

B35.1 Outlined herein for the Proponent's information are the anticipated minimum security clearance requirements that will be included in the second stage of the procurement process.

B35.2 Public Safety Verification Checks and Criminal Record Search Certificates satisfactory to the City will be required from the successful Proponent, at their expense.

B35.3 The successful Proponents firm will be expected to agree to the terms of the City's Information Systems and Technologies (IST) department's non-disclosure agreement at the time of the second stage in the procurement process.

- B35.4 Each individual proposed to perform Work on communication equipment or programming of off-site interplant communication systems between sewage treatment plants or Work related to aspects of the security architecture shall be required to provide a Public Safety Verification Check and a Criminal Record Search Certificate as detailed below:
- B35.5 Public Safety Verification Checks may be obtained from BackCheck by visiting <http://www.backcheck.net/>. The results of the Public Safety Verification Check must be received by the City directly through BackCheck.
- (a) Proponents must set up an account with BackCheck under their company name and grant BackCheck permission to share the results of the Public Safety Verification Check with the City of Winnipeg.
 - (b) Proponents will then be contacted by BackCheck with instructions on how to complete the Public Safety Verification Check
 - (c) If additional assistance is required to obtain the Public Safety Verification Check, the Proponent may contact the following BackCheck Representative:
Linda Ferens
Email: lferens@backcheck.net
Phone: (204) 999-0912
- B35.6 The Criminal Record Search Certificate may be obtained from any one of the following:
- (a) The police service having jurisdiction at the individual's place of residence;
 - (b) BackCheck by visiting <http://www.backcheck.net/>. The Criminal Record Search Certificate must be received by the City directly through BackCheck.
 - (i) Proponents must set up an account with BackCheck under their company name and grant BackCheck permission to share the Criminal Record Search Certificate with the City of Winnipeg.
 - (ii) Proponents will then be contacted by BackCheck with instructions on how to complete the Criminal Record Search Certificate.
 - (iii) If additional assistance is required to obtain the Criminal Record Search Certificate, the Proponent may contact the following BackCheck Representative:
Linda Ferens
Email: lferens@backcheck.net
Phone: (204)999-0912
 - (c) The core of Commissionaires: Forms to be completed can be found at <https://www.commissionaires.ca/en/manitoba/home>
- B35.7 Prior to the commencement of any Work specified in B7 and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Proponent shall provide a Criminal Record Search Certificate and a Public Safety Verification Check obtained not earlier than one (1) year prior to the Submission Deadline for each individual proposed to perform such Work.
- B35.8 Any individual for whom a Criminal Record Search Certificate or a Public Safety Verification Check is not provided, or for whom a Criminal Record Search Certificate or a Public Safety Verification Check indicates any convictions or pending charges related to property offences, crimes against another person, intellectual property theft or cyber security may not be permitted to perform any Work specified in B7.
- B35.9 Any Criminal Record Search Certificate and Public Safety Verification Check obtained thereby will be deemed valid for one (1) year beyond the date which it was obtained. If the Proponent continues to perform Work as specified in B7 beyond this date, they will be required to provide the Contract Administrator with an updated Criminal Record Search Certificate and Public Safety Verification Check.

B35.10 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Criminal Record Search Certificate or Public Safety Verification Check. Any individual who fails to provide a satisfactory Criminal Record Search Certificate or Public Safety Verification Check as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in B7.

B36. NON-DISCLOSURE AGREEMENT

B36.1 Included in Part C – Attachments for the Proponent's information is a sample of a Non-Disclosure Agreement which the Pre-qualified Proponents will have to enter into before any future second stage procurement documents will be provided to them.

B37. NON-CONFORMING SUBMISSIONS

B37.1 Notwithstanding B25.1 and B25.2, with the exception of B24.4, if a Proponent's Submission is not strictly in accordance with any provision of this RFQ, the City may, at its option:

- (a) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
- (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.

B37.1.1 If the non-conformance is an omission, the City may, at its discretion, give the Proponent up to five (5) Business Days to supply the omitted material.

B37.2 If the requested information is not submitted by the time specified in B37.1.1, the Submission will be determined to be non-responsive.

B38. PROPONENT'S COSTS AND EXPENSES

B38.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

B39. NOTIFICATION OF STATUS

B39.1 The Proponent will be notified by mail regarding the acceptability of their Qualification Submission.

EVALUATION

B40. QUALIFICATION EVALUATION

B40.1 Only those Proponents who have submitted this Qualification Application and are deemed responsive by the City or shall be included as pre-qualified Suppliers and Installers related to Systems Integration Work.

B40.2 Proponents may be pre-qualified to bid on all, or a portion of the prospective Systems Integration Work as Subcontractor to the General Contractor or Design-Builder working on behalf of the City to implement the City wastewater treatment facilities WSTP capital upgrade program at the NEWPCC, SEWPCC and WEWPCC sites.

B41. EVALUATION CRITERIA

B41.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

EVALUATION CATEGORY	WEIGHTING (%)
(a) Conformance to Mandatory Requirements or acceptable deviation therefrom.	Pass/Fail
(b) Experience of Proponent and Subcontractors as outlined in B27	35
(c) Experience of the Proponent's Key Personnel Assigned to the Project as outlined in B28	35
(d) Project Understanding and Methodology as outlined in B29	10
(e) Key Metrics as outlined in B30	20
TOTAL SCORE	100

B41.2 Further to (a) and B37, the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations of other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B41.3 Further to B41.1(b), the Proponent and Subcontractors experience shall also be evaluated considering the information received from the Proponent in B27.

B41.4 Further to B41.1(c), the Proponent's key personnel shall also be evaluated considering the information received from the Proponent in B28.

B41.5 Further to B41.1(d), the Proponent's understanding and methodology shall also be evaluated considering the information received from the Proponent in B29.

B41.6 Further to (e), the Proponent's key metrics shall also be evaluated considering the information received from the Proponent in B30.

B41.7 Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B41.7.1 All references provided by the Proponent shall be current and correct. Should the City be unable to contact a reference during three (3) separate attempts over three (3) consecutive weeks, the Proponent's score may be impacted accordingly for those related sections of the Qualification Submission during the evaluation.

B41.8 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.

B41.9 The City may, in its sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to its Submission.

B41.10 Further to B41.3, B41.4, B41.5, B41.6, and B41.7 a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 50% of the points available for each category.

B42. NO CONTRACT

B42.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.

B42.2 The request for qualification does not commit the City to defray any costs incurred in the preparation and submission of data pursuant to this request.

- B42.3 Although it is the intention of the City to establish a short-list of Proponents to participate in the Bid Opportunity stage of the procurement process with the General Contractor and/or the Design-Builder, the City reserves the right and the full power to give notice in writing of any change to its Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that the General Contractor and/or Design-Builder does not issue a Bid Opportunity, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.
- B42.4 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- B42.5 If the City, General Contractor or Design-Builder proceeds to request a more detailed proposal, only to Proponents determined to be qualified under this RFQ process, the City, General Contractor or Design-Builder will have no obligation to award a Contract where:
- (a) only one Submission is received; or
 - (b) in the judgment of the City, General Contractor or Design-Builder, that the interests of the City would best be served by not entering into a Contract.
- B42.6 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B42.7 Following the conclusion of the RFQ process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.
- B43. CITY TO RETAIN QUALIFICATION DOCUMENTS**
- B43.1 All information will become and remain the property of the City, none will be returned. If the application contains any proprietary or trade secret information, said information must be indicated as such.

PART C - ATTACHMENTS

C1. ATTACHMENTS

C1.1 The following are attached for the Proponent's information:

- (a) Sample Form H1: Performance Bond
- (b) Sample Form H2: Irrevocable Standing Letter of Credit
- (c) Non-Disclosure Agreement

FORM H1: PERFORMANCE BOND

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

BID OPPORTUNITY OR RFP NO.

BID OPPORTUNITY OR RFP NAME

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)**

(Date)

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

RE: PERFORMANCE SECURITY – BID OPPORTUNITY OR RFP NO.

BID OPPORTUNITY OR RFP NAME.

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

(Name of Contractor)

(Address of Contractor)

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 (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

NON-DISCLOSURE AGREEMENT

To register, please complete and return this Non-Disclosure Agreement (NDA) by Fax: (204) 949-1178 or by email (pdf format) to:

TO: The City of Winnipeg
Attn: Contracts Officer

REFERENCE: Bid Opportunity or RFP No.
Insert Bid Opp. or RFP Name

NON-DISCLOSURE AGREEMENT (NDA)

In consideration of receiving information from the City of Winnipeg, (the "City") related to Bid Opportunity No. **Insert Bid Opp. or RFP #, Insert Bid Opp. or RFP Name**,
_____ (company name of the Recipient) agrees as follows:

1. The Recipient acknowledges that their employees or representatives or Team Members may receive information pertaining to certain trade secrets and confidential information of the City, its consultants, Contractors, suppliers or residents (the "information"). Information includes all information made available to Registered Parties through an FTP site or by email, and includes but is not limited to, any of the following:
 - i. Drawings, reports, previous tenders and specifications and conceptual design information related to the **Insert Bid Opp. or RFP Name**;
 - ii. Compilations of data, information, or other documents concerning business, methods, practices, and strategies;
 - iii. Information deemed sensitive or private under the laws of Manitoba;
 - iv. Information about residents of the City;
 - v. Confidential, proprietary or trade secret information submitted by Suppliers, Consultants or Contractors to the City for study, evaluation or use; and
 - vi. Any other information not generally known to the public (including but not limited to information about operations, products or services) which, if misused or disclosed, could adversely affect the reputation and/or business of the City.

The Recipient recognizes that disclosure of the information to any unauthorized person may expose the City to substantial and irreparable harm, and agrees that, except as directed by the City, they will not at any time disclose any information to any person or permit any person to examine and/or make copies of any documents which contain or are derived from the information.

2. The Recipient agrees that upon request by the City, the Recipient shall turn over to the City all documents, papers or other material in his/her possession or under his/her control which may contain or be derived from the information, together

with all documents, notes or other work product which is connected with or derived from the Recipient's interest in the City, whether or not such material is at the date hereof in the Recipient's possession.

3. The Recipient acknowledges that disclosure of any information will give rise to irreparable injury to the City, inadequately compensable by damages. Accordingly, the City may seek and obtain injunctive relief against the Recipient for any breach or threatened breach of this Agreement, in addition to any other legal remedies which may be available.

4. The provisions of this Agreement shall survive indefinitely and shall be enforceable notwithstanding the existence of any claim or cause of action by either party against the other.

5. This Agreement shall be enforceable in and construed in accordance with the laws of the Province of Manitoba, Canada.

6. This Agreement, Bid Opportunity No. **Insert Bid Opp. or RFP #**, contains the entire agreement of the parties relating to the information. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, an authorized representative of the Recipient has executed and delivered this Agreement, as of the **Insert day** day of **Insert Month**, 2014.

Authorized Signature _____

Print Name: _____

Title: _____

Registered Party Contact:

Company Name: _____

Contact Name: _____

Title: _____

Telephone: _____ Fax: _____

Email: _____

FTP access information (please check one):

____ Please email the FTP access information to the above contact

____ Please email the FTP access information to:
