



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 866-2016

**PRE-SELECTION AND DESIGN SERVICES FOR THERMAL HYDROLYSIS
PROCESS SYSTEM FOR THE NORTH END SEWAGE TREATMENT PLANT**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PRE-SELECTION AND DESIGN SERVICES FOR THERMAL HYDROLYSIS PROCESS SYSTEM FOR THE NORTH END SEWAGE TREATMENT PLANT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 15, 2017.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. BACKGROUND

B3.1 The City of Winnipeg has three (3) wastewater treatments plants; North End Sewage Treatment Plant (NEWPCC), South End Sewage Treatment Plant (SEWPCC) and West End Sewage Treatment Plant (WEWPCC). Currently sludge from the WEWPCC and the SEWPCC are trucked to the NEWPCC for processing and disposal. A brief description of each facility is as follows:

- (a) WEWPCC: The WEWPCC is the City's smallest wastewater treatment plant currently treating an average annual flow of approximately 25 ML/d. The WEWPCC is a biological nutrient removal facility which removes phosphorus in the effluent to below 1.0 mg/L without the use of chemicals. Thickened fermented primary sludge, and thickened waste activated sludge (WAS) are stored and trucked to the NEWPCC on a daily basis for further biosolids processing. The average concentration of sludge trucked from the WEWPCC to the NEWPCC has approximately 3 percent solids concentration.
- (b) SEWPCC: The SEWPCC is the City's second largest wastewater treatment plant currently treating an annual average flow of approximately 55 ML/d. The facility is a pure oxygen activated sludge facility that removes carbonaceous BOD and suspended solids. The City is currently upgrading the SEWPCC to a biological nutrient removal facility (Integrated Fixed Film Activated Sludge), which will remove nitrogen and phosphorus in the effluent to approximately 1.0 mg/L without the use of chemicals. As part of the expansion, it is anticipated that both the fermented primary sludge and secondary waste activated sludge will be thickened to 4 percent solids concentration and trucked to the NEWPCC for further biosolids processing. It is expected that in a future upgrade (after the NEWPCC is upgraded) that a pre-dewatering step will be added to increase the SEWPCC sludge concentration to approximately 15 percent.
- (c) NEWPCC: The NEWPCC is the City's largest wastewater treatment plant currently treating an annual average flow of approximately 170 ML/d. The facility is a pure oxygen activated sludge facility that removes carbonaceous BOD and suspended solids. Solids processing is achieved by mesophilic anaerobic digestion followed by centrifuge dewatering and landfilling. The City will be upgrading the NEWPCC to biological nutrient removal to meet the regulatory requirements imposed by the Province of Manitoba (Water Protection Act, Manitoba C.C.S.M. c. W65). The City intends to upgrade the solids processing stream with the addition of thermal hydrolysis.

B3.2 Refer to D5 for a description of the Services.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Project Manager identified in D3.

- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to all enquiries will be provided by the Project Manager to all Proponents by issuing an addendum.
- B4.5 All correspondence or contact by Proponents in respect of this Request for Proposal shall be directly and only with the Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the Project Manager or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Project Manager.
- B5.3 Failure to comply with any of these provisions may result in disqualification from the RFP process.

B6. ADDENDA

- B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. NO LOBBYING

- B7.1 Proponents are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever in relation to this Request for Proposal, or to influence the outcome of the Request for Proposal process.
- B7.2 Without limiting the generality of B7.1, Proponents shall not contact or attempt to contact anyone other than the Project Manager, either directly or indirectly, at any time during the RFP process on matters related to the RFP process, the RFP documents, or the Proposals.
- B7.3 Failure to comply with any of these provisions may result in disqualification from the RFP process.

B8. PROPONENT'S TELECONFERENCE

- B8.1 The Project Manager will hold a Proponent's Teleconference at 1:00 PM Winnipeg time on January 10, 2017.
- B8.2 The purpose of the Proponent's Teleconference will be to present an overview of the RFP and to respond to questions and comments regarding the RFP.
- B8.3 Attendance at the Proponent's Teleconference is optional.
- B8.4 The Proponent's shall not be entitled to rely on any information or interpretation received at the Proponent's Teleconference unless that information or interpretation is provided by the Project Manager by addendum.
- B8.5 Proponents wishing to attend the Proponent's Teleconference should confirm their attendance before January 9, 2017 to the Project Manager identified in D3. The Project Manager will then provide the phone number and access code required to attend the Proponent's Teleconference.
- B8.6 Questions and answers from the Proponent's Teleconference will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.

B9. SUBSTITUTES

- B9.1 The Thermal Hydrolysis Process System is based on the Plant, Materials and methods specified in the Request for Proposal.
- B9.2 Substitutions shall not be allowed unless an application has been made to, and prior approval has been granted by, the Project Manager in writing.
- B9.3 Requests for approval of a substitute will not be considered unless received in writing by the Project Manager at least fifteen (15) Business Days prior to the Submission Deadline.
- B9.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Project Manager to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable component of the Thermal Hydrolysis Process System, and all changes to any part of the Thermal Hydrolysis Process System, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Thermal Hydrolysis Process System, as stated in PART E - Specifications;

(e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Thermal Hydrolysis Process System, as stated in PART E - Specifications.

B9.5 The Project Manager, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B9.6 The Project Manager will provide a response in writing, at least five (5) Business Days prior to the Submission Deadline, to the Proponent who requires approval of the substitute.

B9.6.1 The Project Manager will issued an addendum, disclosing the approved Plant, Material, or methods to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B9.7 If the Project Manager approves a substitute as an "approved equal", any Proponent may use the approved equal in place of the specified item.

B9.8 If the Project Manager approves a substitute as an "approved alternative", any Proponent proposing that approved alternative may base his/her THPS Cost Information upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B24.

B10. PROPOSAL SUBMISSION

B10.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal in accordance with B11;
- (b) Form P: Previous Installations in accordance with B12;
- (c) Form Q: THPS Performance Characteristics in accordance with B13; and
- (d) Form R: THPS Cost Information in accordance with B14.

B10.2 The Proposal should also include the following:

- (a) Form S: THPS Certification Requirements in accordance with B15;
- (b) Proponent Supplied Documents in accordance with B16, including:
 - (i) Proponent's Drawings in accordance with B16.2;
 - (ii) Process and Instrumentation Diagrams in accordance with B16.3;
 - (iii) System Characteristics in accordance with B16.4;
 - (iv) Bill of Quantities in accordance with B16.5;
 - (v) List of Components Not Supplied in accordance with B16.6;
 - (vi) Installation and Commissioning Requirements in accordance with B16.7; and
 - (vii) Operation and Maintenance Requirements in accordance with B16.8.

B10.3 Further to B10.1, all Forms and mandatory components of the Proposal shall be fully completed and provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B10.4 Further to B10.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

- B10.5 The Proponent should submit:
- (a) one (1) unbound 8.5" x 11" original (marked "original") for components identified in B10.1 and B10.2.
 - (b) six (6) copies for components identified in B10.1 and B10.2 (copies should be 8.5" x 11" except for drawing, tables and charts).
 - (c) one (1) softcopy on a DVD or USB flash drive for components identified in B10.1 and B10.2 (documents should be in machine searchable PDF, Microsoft Word and/or Microsoft Excel format).
 - (i) If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.
- B10.6 The Proposal should contain a table of contents, page numbering and should be in the order identified in B10.1 and B10.2.
- B10.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).
- B10.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B10.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B10.10 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B10.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B11. PROPOSAL

- B11.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B11.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted; and
 - (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.
- B11.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B11.2.
- B11.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B11.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;

- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed; and
- (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.

B11.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B11.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B12. PREVIOUS INSTALLATIONS

B12.1 The Proponent shall complete Form P: Previous Installations with the required information for previously completed installations with similar size and complexity to the proposed THPS.

B12.2 For Project 1 on Form P: Previous Installations, Proponents shall provide the following:

- (a) location;
- (b) date of becoming fully operational;
- (c) Rated Capacity (tDS/d);
- (d) dates of two most recent Interruption of Operation;
- (e) Proponent's contract value in Canadian dollars;
- (f) Proponent's scope of work (e.g. supply only, supply and install, design build, design-build-operate); and
- (g) owner's name; and
- (h) the name, position/title, telephone number and e-mail address of the owner's contact person.

B12.2.1 Further to B12.2(c) and (d), Project 1 shall:

- (a) have a Rated Capacity equal to or greater than 100 tonnes of dry solids per day (tDS/d); and
- (b) have been in Continuous Successful Operation for the period of equal to or greater than February 1, 2016 to January 31, 2017.

B12.2.2 Further to B12.2(h), the owner's contact person should be authorized by the owner to provide information. References may be used to confirm the information provided. Incorrect or out of date contact information may negatively impact the evaluation.

B12.3 For Projects 2 and 3 on Form P: Previous Installations, Proponents should provide the following:

- (a) location;
- (b) date of becoming fully operational;
- (c) Rated Capacity (tDS/d);
- (d) dates of two most recent Interruption of Operation;
- (e) Proponent's contract value in Canadian dollars;
- (f) Proponent's scope of work (e.g. supply only, supply and install, design build, design-build-operate); and
- (g) owner's name; and

- (h) the name, position/title, telephone number and e-mail address of the owner's contact person.

B12.3.1 Further to B12.3(c) and (d), each of the additional installations should:

- (a) have a Rated Capacity of equal to or greater than 60 tDS/d; and
- (b) have been in Continuous Successful Operation for the period of equal to or greater than February 1, 2016 to January 31, 2017.

B12.3.2 Further to B12.3(h), the owner's contact person should be authorized by the owner to provide information. References may be used to confirm the information provided. Incorrect or out of date contact information may negatively impact the evaluation.

B13. THPS PERFORMANCE CHARACTERISTICS

B13.1 The Proponent shall complete Form Q: THPS Performance Characteristics with the required information for the proposed THPS.

B13.2 Form Q: THPS Performance Characteristics shall include the following information:

- (a) guaranteed throughput at N+1 firm capacity (tDS/d);
- (b) guaranteed minimum time for react cycle at maximum flow (minutes);
- (c) guaranteed minimum temperature within each reactor during react cycle at maximum flow (°C);
- (d) guaranteed minimum pressure within each reactor during react cycle (bar(gauge));
- (e) guaranteed thermal efficiency (total amount of heat energy required to process a tonne of dry material in the feed pre-dewatered sludge at average flow) (kJ/tDS);
- (f) guaranteed peak instantaneous steam consumption at maximum flow (kg steam/h);
- (g) guaranteed maximum steam consumption rate at maximum flow (tonne steam/tDS processed);
- (h) guaranteed peak system electrical power consumption, including the power draw of all equipment and ancillary devices at maximum flow (kW);
- (i) guaranteed system electrical power consumption, including the power draw of all equipment and ancillary devices at average flow (kW);
- (j) additional operating conditions upon which the guaranteed performance characteristics are conditional; and
- (k) list of deviations from the specified Standardized Equipment (Section 2.3 in PART E - Specification No. 11355) and justification for the deviation.

B13.3 Further to B13.2, THPS Performance Characteristics shall be based on the conditions in Section 3.14 in PART E - Specification No. 11355.

B13.4 Further to B13.2(a) to B13.2(d), the THPS Performance Characteristics shall meet the minimum requirements, and shall not exceed the maximum requirements, of the Guaranteed Performance Requirements specified in Table 2 in Section 3.14.5 in PART E - Specification No. 11355.

B13.5 The Proponent is hereby advised that the City may rely upon the information submitted by the successful Proponent on Form Q: THPS Performance Characteristics to specify THPS performance requirements in the DB RFP, and in any design build agreement concerning or for the NEWPCC Upgrade. The Proponent is further advised that the design build agreement with a Design Builder for the NEWPCC Upgrade will include stipulated remedies for failure to meet the specified THPS performance requirements which may include, but not be limited to, financial compensation for excessive energy consumption.

B13.6 Proponents should especially note the scoring for this section outlined in B24.5.

B14. THPS COST INFORMATION

B14.1 The Proponent shall complete Form R: THPS Cost Information with the required information for the proposed THPS.

B14.1.1 Where applicable, the Proponent should cross-reference each of the descriptions on Form R: THPS Cost Information to the detailed information provided in the Proponent Supplied Documents in accordance with B16.

B14.1.2 All estimated costs should be in Canadian funds and include Manitoba Retail Sales Tax (MRST), but exclude Goods and Services Tax (GST).

B14.2 The Proponent shall include the following information in Form R: THPS Cost Information:

- (a) Estimated total cost of supply and delivery of the proposed THPS:
 - (i) This cost shall include all compensation due to the Proponent if they become the THPS Supplier for:
 - (i) design, manufacture and delivery of the proposed THPS;
 - (ii) related services provided by THPS Supplier (e.g. inspection of installation, start-up, commissioning, etc.) specified in the PART E - Specifications;
 - (iii) profit; and
 - (iv) any other costs and compensation.
 - (ii) This cost shall be based on:
 - (i) Incoterms DDP - NEWPCC, 2230 Main Street, Winnipeg, Manitoba, Canada;
 - (ii) delivery in May 2022; and
 - (iii) Successful Completion of Guaranteed Performance Testing by May 2023.
- (b) Operating Data – Power Requirements:
 - (i) Provide the following information for each energy consuming component of the proposed THPS:
 - (i) description / reference number in Proponent Supplied Documents (Bill of Quantities, or List of Components not supplied by the THPS Supplier) (see B16.5 and B16.6);
 - (ii) quantity;
 - (iii) Running Power Draw (kW);
 - (iv) Run Time (hours/year); and
 - (v) Annual Energy Consumption (kWh/year).
 - (ii) Power draw and energy consumption shall be based on the following assumed conditions:
 - (i) feed steam temperature at the reactor interface = 190°C;
 - (ii) pre-dewatered sludge feed temperature = 15°C at average flow / 9°C at maximum flow;
 - (iii) pre-dewatered sludge feed rate = 481 m³/d average / 756 m³/d maximum;
 - (iv) pre-dewatered sludge feed concentration = 16% dry solids; and
 - (v) no pre-dilution using hot process water.
- (c) Operating Data - Labour:
 - (i) Provide the following information for each activity required or recommended for the operation of the proposed THPS on a yearly basis for a duration of 25 years:
 - (i) description of activity and/or reference number in Proponent Supplied Documents - Operation & Maintenance (see B16.8);
 - (ii) labour requirements (number of full-time equivalents); and
 - (iii) required qualifications for Manitoba operators (Section 1.5.6.6 in PART E - Specifications No. 11355).

- (d) Recommended Maintenance:
 - (i) Provide the following information for each activity required or recommended for the maintenance of the proposed THPS on a yearly basis for a duration of 25 years:
 - (i) description of activity and/or reference number in Proponent Supplied Documents - Operation & Maintenance (see B16.8);
 - (ii) labour time per activity (person-hours);
 - (iii) a list of parts, consumables and shop supplies, with estimated prices; and
 - (iv) activity frequency per year.
- (e) Other Applicable Costs:
 - (i) Identify any other applicable costs (e.g. royalties or licence fees).

B15. THPS CERTIFICATION REQUIREMENTS

- B15.1 The Proponent should complete Form S: THPS Certification Requirements with the required information for the proposed THPS.
- B15.2 Form S: THPS Certification Requirements should include the following:
 - (a) List the anticipated Manitoba certification requirements required to operate the proposed THPS (Section 1.5.6.6 in PART E - Specification No. 11355).

B16. PROPONENT SUPPLIED DOCUMENTS

- B16.1 The Proponent should complete a design for their proposed THPS meeting and/or exceeding the Specifications outlined in PART E - Specifications. The Proponent should submit the following Proponent Supplied Documents for their proposed THPS.
- B16.2 Proponent's Drawings
 - B16.2.1 The Proposal should include Proponent's Drawings showing plans and sections of the proposed THPS and other general arrangement drawings, including all equipment and ancillary components required for a fully-functioning system.
 - B16.2.2 Proponent's Drawings should:
 - (a) be at least metric size A2;
 - (b) indicate key dimensions of the equipment and required clearances in SI metric units; and
 - (c) indicate which components are not supplied by the Proponent and reference relevant component/part numbers from the list of components not supplied by the Proponent.
- B16.3 Process and Instrumentation Diagrams
 - B16.3.1 The Proposal should include Process and Instrumentation Diagrams (P&IDs) illustrating all equipment and systems required for a fully-functioning THPS.
 - B16.3.2 P&IDs should:
 - (a) be at least metric size A2; and
 - (b) indicate which components are not supplied by the Proponent and reference relevant item/part numbers from the list of components not supplied by the Proponent.
- B16.4 System Characteristics
 - B16.4.1 The Proposal should include heat and mass balances for the conditions listed in Section 2.8.2 and 2.8.3 in PART E - Specification No. 11355.

B16.5 Bill of Quantities

B16.5.1 The Proposal should include a priced Bill of Quantities (BoQ) listing of all components proposed to be provided as part of the proposed THPS.

B16.5.2 The BoQ should:

- (a) identify each component with a component/part number and brief description;
- (b) identify any components identified in Appendix B which could be used but are not proposed by the Proponent;
- (c) identify those components that would normally require replacement within the first five (5) years of operation, and their expected replacement interval; and
- (d) indicate the material of construction, required quantity and unit price for each component.

B16.6 List of Components Not Supplied as part of the Proposed THPS

B16.6.1 The Proposal should include a list of components that are not supplied as part of the proposed THPS but required to complete the THPS.

B16.6.2 The list should:

- (a) identify each component with a component/part number and brief description; and
- (b) indicate the material of construction, required quantity and approximate unit price for each component.

B16.7 Installation and Commissioning Requirements

B16.7.1 The Proposal should include a detailed description of any assembly or installation work which is not performed by the Proponent and is required to be performed by the Design Builder or others, including:

- (a) descriptions of the components, modules and/or subassemblies to be delivered;
- (b) assembly and/or installation instructions;
- (c) special qualifications (e.g. education, training, certifications, licences, required for personnel performing the work); and
- (d) an estimate of the required person-hours required for each task.

B16.7.2 The Proposal should include a detailed description of any required or recommended start-up or commissioning work which is additional to the start-up and commissioning requirements specified in PART E - Specifications.

B16.8 Operation and Maintenance Requirements

B16.8.1 The Proposal should include a description of the tasks and activities required to operate the proposed THPS.

B16.8.2 The Proposal should include a description of the required and recommended annual maintenance requirements for a duration of 25 years.

B16.8.3 The Proposal should include a description of the proposed resources for repair and maintenance support during and after the performance guarantee, including:

- (a) name of service provider;
- (b) location(s) of service centres from which service personnel will be dispatched;
- (c) response times;
- (d) number of service personnel at service centre(s); and
- (e) typical qualifications of service personnel (e.g. education, training, certifications, trade licences, etc.).

B17. DISCLOSURE

B17.1 This Request for Proposal has been developed for the City of Winnipeg by AECOM Canada Ltd. in response to identified needs for a Thermal Hydrolysis Process System.

B17.2 The THPS forms a part of the NEWPCC Upgrade project which is also part of the Winnipeg Sewage Treatment Program (the "Program") under which VVNA Winnipeg Inc. ("Veolia") provides advice and recommendations to the City on upgrades and capital modifications to the City's wastewater treatment facilities. A summary document of the program agreement signed on April 20, 2011 is currently available on the City website at:

<http://winnipeg.ca/waterandwaste/pdfs/sewage/treatmentPlantUpgradesAndExpansion/agreementSummary.pdf>

Accordingly, Veolia has provided advice and recommendations to the City on the NEWPCC Upgrade project.

B17.3 Proponents are advised that there is a possibility that a Affiliate of Veolia might submit a Proposal in response to this RFP. Veolia will ensure that none of its personnel or any of its Affiliate's personnel who are involved in the Program will have any role whatsoever (whether directly or indirectly) with the development of the Affiliate's Proposal in response to this RFP.

B17.4 It is the City's opinion based on the provisions of the said program agreement and given the limited number of potential qualified Proponents for this RFP and the Services and other activities contemplated, that these circumstances do not create a conflict of interest or unfair advantage such that an Affiliate should be disqualified from submitting a Proposal or from an award of Contract pursuant to this RFP.

B17.5 None of Veolia's personnel will have any role whatsoever (whether directly or indirectly) in the evaluation of the Proposals and recommendation for award of Contract pursuant to this RFP. None of Veolia's personnel will have any access to the contents of the Proposals until after award of Contract. After award of Contract, Veolia's personnel will have access to the Contract to the extent that the City determines necessary for Veolia to provide services to the City under the Program.

B18. QUALIFICATION

B18.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract.

B18.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B18.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for projects of similar complexity, scope and value; and to those required for this Project; and

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

B18.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B18.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B19.1 Proposals will not be opened publicly.

B19.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B19.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B20. IRREVOCABLE OFFER

B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B20.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B21. WITHDRAWAL OF OFFERS

B21.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B21.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B21.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B21.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and

- (c) if the notice has been given by any one of the persons specified in B21.1.3(b), declare the Proposal withdrawn.

B21.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B20.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B22. INTERVIEWS

B22.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B23. NEGOTIATIONS

B23.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B23.1.1 The City intends that negotiations, if any, will be concluded within thirty (30) Calendar Days of initiation with the Proponent.

B23.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B23.3 If, in the course of negotiations pursuant to B23.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B24. EVALUATION OF PROPOSALS

B24.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B18: (pass/fail)
- (c) Previous Installations (pass/fail) and 50%
 - (i) Points for the three (3) Previous Installation projects will be broken down by the following:

Project	Weighted Criteria	Maximum Points per Weighted Criteria
1	Rated Capacity	10
	Duration of Continuous Successful Operation	20
2	Rated Capacity	6
	Duration of Continuous Successful Operation	4
3	Rated Capacity	6
	Duration of Continuous Successful Operation	4
Total Previous Installations' Score		50

- (d) THPS Technical Evaluation (pass/fail) and 10%
- (e) Estimated Life-cycle Cost 40%

B24.2 Further to B24.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B24.4 Further to B24.1(c), Previous Installations will be evaluated considering:

- (a) a pass/fail evaluation, which considers:
 - (i) the Proponent lists one (1) previous installation for Project 1 meeting the mandatory criteria in B12.2.1 to achieve a "Pass";
 - (i) Proponents shall achieve a "Pass" to be considered for award.
- (b) a weighted evaluation, identified in B24.1(c)(i), which considers:
 - (i) the Proponent lists one (1) previous installation for Project 1 meeting the mandatory criteria in B12.2.1 to receive points;
 - (ii) the Proponent lists an additional two (2) previous installations (Project 2 and 3) meeting the criteria in B12.3.1 to receive points; and
 - (iii) higher scores will be given to submitted projects that exceed the criteria identified in B12.2.1 and B12.3.1.

B24.5 Further to B24.1(d), the THPS Technical Evaluation will be evaluated considering:

- (a) a pass/fail evaluation, which considers:
 - (i) the proposed THPS meets the mandatory criteria listed in B13.4 to achieve a "Pass";
 - (i) Proponents shall achieve a "Pass" to be considered for award.
- (b) a weighted evaluation, which considers:
 - (i) the degree to which the Proponent's proposed system deviates from the intent of this RFP, considering:
 - (i) Completeness and quality of overall Proposal Submission;
 - (ii) Completeness of Proponent Drawings (B16.2);
 - (iii) Completeness of P&IDs (B16.3);
 - (iv) Evaluation of System Characteristics (B16.4);
 - (v) Evaluation of Installation and Commissioning Requirements (B16.7);
 - (vi) Evaluation of Operation and Maintenance Requirements (B16.8);
 - (vii) Evaluation of system redundancy;
 - (viii) Evaluation of safety provisions;
 - (ix) Evaluation of materials of construction; and
 - (x) Ability to meet City of Winnipeg Electrical and Instrumentation Standardization or inclusion of technical/safety rationale for deviation.
 - (ii) Evaluation of B24.5(b)(i) will be based on information provided in:
 - (i) Form Q: THPS Performance Characteristics;
 - (ii) Form R: THPS Cost Information;
 - (iii) THPS Certification Requirements; and
 - (iv) the Proponent Supplied Documents.

- B24.6 Further to B24.1(e), an Estimated Life-cycle Cost will be estimated by the Project Manager using a discount rate of 6% per annum and considering the net present value (NPV) of:
- (a) costs identified on Form R: THPS Cost Information;
 - (b) estimated construction and installation costs including costs to:
 - (i) design and construct a suitable facility to house the THPS based on the Proponent's Drawings (see B16.1) and the Process and Instrumentation Diagrams (see B16.3);
 - (ii) procure components not supplied by the Proponent based on the List of Components not supplied by the Proponent (see B16.6);
 - (iii) Installation and Commissioning Requirements (see B16.7); and
 - (iv) procure and install equipment that may not be identified by the Proponent but, in the City's opinion, may be required either at the time of initial installation or at some future date.
 - (c) estimated operation and maintenance costs including the costs of consumables, energy consumption, operating and maintenance parts and labour, and any other foreseeable expenses for 25 years following Successful Completion of Guaranteed Performance Testing based on:
 - (i) Form R: THPS Cost Information;
 - (ii) System Characteristics (see B16.4);
 - (iii) Bill of Quantities (see B16.5); and
 - (iv) Operation and Maintenance Requirements (see B16.8).
- B24.7 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B22.

B25. AWARD OF CONTRACT

- B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B25.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B25.2.1 Without limiting the generality of B25.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B25.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B25.4 The City may, at its discretion, award the Contract in phases.
- B25.5 Further to Paragraph 6 of Form A: Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B25.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

- B25.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B25.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for Services performed for Stage 1 rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. DEFINITIONS

D2.1 In addition to C1.1, when used in this Request for Proposal:

- (a) “**AECOM**” means AECOM Canada Ltd.;
- (b) “**Affiliate**” means, in respect of Veolia, such other corporation if one of them is the subsidiary of the other or both are subsidiaries of the same corporation or each of them is controlled by the same person, and if two bodies corporate are affiliated with the same corporation at the same time, they are deemed to be Affiliates of each other. For the purpose of this definition, a corporation is a “subsidiary” of another corporation if:
 - (i) it is controlled by:
 - such other corporation;
 - such other corporation and one or more corporations each of which is controlled by such other corporation; or
 - two or more corporations each of which is controlled by such other corporation;or
 - (ii) it is a subsidiary of a corporation that is a subsidiary of such other corporation;
- (c) “**Consultant**” includes the THPS Supplier as context and usage requires;
- (d) “**Continuous Successful Operation**” means operation within specified performance parameters for a period time without an Interruption of Operation;
- (e) “**DB**” means design build;
- (f) “**DB RFP**” means the Request for Proposal to be issued by the City to select the Design Builder for the NEWPCC Upgrade;
- (g) “**DB RFQ**” means the Request for Qualifications to be issued by the City to prequalify Design Build Proponents;
- (h) “**Design Builder**” means the Person(s) contracted by the City to design and construct the NEWPCC Upgrade;
- (i) “**Design Build Proponent**” means a Person pre-qualified through a DB RFQ process to submit a proposal in response to the DB RFP;
- (j) “**HAZOP**” means Hazard and Operability Analysis;
- (k) “**Incoterms DDP**” means International Commercial Terms rule Delivered Duty Paid as defined by the International Chamber of Commerce;
- (l) “**Indicative Design**” means the design prepared by AECOM, that is to be used in the DB RFP;
- (m) “**Interruption of Operation**” means a failure to operate within specified performance parameters for more than 24 hours cumulatively within a 120 hour period, except for intentional shut-downs (e.g. scheduled maintenance, or shut-down of upstream or downstream process for reasons not related to the thermal hydrolysis process system);
- (n) “**Material**” means any things, including goods, parts and equipment, which are to form part of the permanent THPS under a design build agreement for the NEWPCC Upgrade;
- (o) “**N+1 Redundancy**” means, in respect of a thermal hydrolysis process system, that the complete system as supplied, including vessels, pumps, process gas handling components, ancillary equipment, piping, valves, instruments, controls and connections, is

designed such that if any one unit, item, section of pipe or connection is out of service, the thermal hydrolysis process system can remain in operation at Rated Capacity;

- (p) “**NEWPCC**” means North End Sewage Treatment Plant;
- (q) “**NEWPCC Upgrade**” means the project to upgrade the NEWPCC to meet new regulatory licence requirements regarding the maximization of nutrients and biosolids reuse and new effluent limits for nitrogen and phosphorous;
- (r) “**NST**” means NEWPCC Sludge Train, consisting principally of a sludge digestion process involving blending and pre-dewatering, thermal hydrolysis, anaerobic digestion, and final dewatering processes;
- (s) “**Plant**” means any things brought to or constructed upon the Site by the THPS Supplier or the Design Builder for the supply and construction of the THPS under a design build agreement for the NEWPCC Upgrade, including goods, tools, equipment, consumable supplies, fuel, power, and utility connections therefore, but does not include Material;
- (t) “**Proposal Preparation Period**” means the period of time beginning on the date of issuance of the DB RFP and ending on the deadline for the submission of Design Build Proponent proposals in respect of the DB RFP;
- (u) “**Rated Capacity**” means, in respect of a previous installation of a thermal hydrolysis process system identified on Form P: Previous Installations, the maximum quantity of sludge (tonnes of dry solids per day) that can be processed through the thermal hydrolysis process system in accordance with the owner’s specified parameters, which has been confirmed through on-site testing;
- (v) “**Site**” means the lands and other places on, under, in or through which the supply and construction of the THPS is to be executed and other lands or places authorized by the City for the purposes of the design build agreement for the NEWPCC Upgrade;
- (w) “**Specifications**” means the portion of the Request for Proposal by that name which sets out the written description of the physical or functional characteristics of the Work, or any part thereof, and a reference to a section, clause or subclause with the prefix “E” designates a section, clause or subclause in that portion of the Request for Proposal;
- (x) “**Standardized Goods**” means the respective goods identified in the Specifications that have been standardized by the City;
- (y) “**Successful Completion of Guaranteed Performance Testing**” means verification of the performance of the THPS in terms of sludge throughput, reaction temperatures and pressures, steam consumption, and energy consumption and the completion of Form 105 provided in Section 11355 of PART E - Specifications;
- (z) “**Thermal Hydrolysis Process System**” or “**THPS**” means an integrated package of equipment as described in Section 11355 of PART E - Specifications and related Sections of PART E - Specifications;
- (aa) “**THPS Supplier**” means the Consultant if so designated in accordance with the Contract as the specified THPS Supplier in the DB RFP for the NEWPCC Upgrade; and
- (bb) “**THPS Supplier’s Representative**” means a trained serviceman empowered by the THPS Supplier to provide installation, testing, and commissioning assistance to the Design Builder in his performance of these functions.

D3. PROJECT MANAGER

D3.1 The Project Manager is AECOM Canada Ltd., represented by:

Jim Marx, PE
Director, Engineering
Email: jim.marx@aecom.com
Telephone No. 202-787-2514
Facsimile No. 204 284-2040

D3.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D3.3 Proposal Submissions must be submitted to the address in B10.

D4. OVERVIEW

D4.1 The major portion of the NEWPCC Upgrade will be performed by the Design Builder under a design build agreement.

D4.2 The Design Builder's scope of work under a design build agreement will include the design and construction of the NST, including a structure to house the THPS, and the supply, installation and commissioning of the THPS. It is expected that the Design Builder will be required in the DB RFP to subcontract the supply of the THPS to a THPS Supplier designated by the City.

D4.3 AECOM has been engaged by the City as the owner's advocate for the design build portion of the NEWPCC Upgrade, and will prepare the Indicative Design and documents for a competitive process to select the Design Builder.

D4.4 AECOM will prepare a DB RFQ to pre-qualify up to three (3) potential Design Build Proponents.

D4.5 AECOM will prepare a DB RFP.

D4.6 The Consultant will assist the City and AECOM with the preparation of the Indicative Design and the technical requirements for the DB RFP, with respect to the THPS.

D4.7 The DB RFP will include information and requirements based on Deliverables prepared by the Consultant.

D4.8 It is expected that the DB RFP will require the Design Build Proponents to work in conjunction with the THPS Supplier, during the Design Build Proponent's Proposal Preparation Period, to develop the design for the portion of the work for the NEWPCC Upgrade that is related to the THPS.

D5. SERVICES

D5.1 The Services required under this Contract shall consist of the following:

(a) Stage 1:

(i) The Consultant shall provide professional services, including technical input, to the City and AECOM in connection with the development of the Indicative Design and DB RFP with respect to the THPS, as described in D5.2; and

(b) Stage 2:

(i) The THPS Supplier shall cooperate, consult, and work with the Design Build Proponents during the DB RFP Proposal Preparation Period, as described in D5.10.

D5.2 Further to D5.1(a), the Services in Stage 1 to be provided by the Consultant shall include, without limitation, the following:

(a) Provision of professional services and technical input with respect to the THPS for the preparation of technical requirements for incorporation in the DB RFP, during:

- (i) Hazard and Operability Analysis (HAZOP);
- (ii) Review meetings; and
- (iii) Indicative Design.

(b) development and delivery of updated versions of the following from the successful Proponent's Proposal:

- (i) Proponent's Drawings;
- (ii) Process and Instrumentation Diagrams;
- (iii) System Characteristics;
- (iv) Bill of Quantities;
- (v) List of Components Not Supplied;
- (vi) Installation and Commissioning Requirements;
- (vii) Operation and Maintenance Requirements; and
- (viii) Cost Estimate.

D5.3 The following are the estimated minimum requirements for the Consultant's attendance (including key personnel) in Winnipeg during Stage 1:

- (a) Three (3) full day HAZOP workshops in Winnipeg, Manitoba, Canada (minimum of two (2) Consultant key personnel will be required to attend); and
- (b) Twelve (12) full day meetings in Winnipeg, Manitoba, Canada (minimum of two (2) Consultant key personnel will be required to attend).

D5.3.1 The workshops and meetings may or may not be consecutive.

D5.3.2 The Consultant's personnel attending meetings and workshops shall be the same key personnel qualified to prepare and discuss the subject matter identified in the meeting agenda prepared by the Project Manager.

D5.3.3 Unless named in the Proposal, the Consultant shall, within thirty (30) Calendar Days after receiving notice of award and prior to the commencement of the Services, submit to the Project Manager for consent, the name, qualifications, and role/responsibilities of the individuals the Consultant proposes to appoint as the key personnel for the performance of the Services. If consent is withheld or subsequently revoked, or if the appointed person fails to act in such capacity, the Consultant shall similarly submit for approval the name and qualifications of another suitable individual for such appointment.

D5.3.4 The Consultant shall not, without the prior consent of the Project Manager:

- (a) revoke the appointment of the key personnel or appoint a replacement;
- (b) change the responsibility(ies) and reporting relationship(s) of the key personnel.

D5.3.5 If any key personnel are to be temporarily absent during the execution of the Services, a suitable replacement individual shall be appointed, subject to the Project Manager's prior consent, and the Project Manager shall be notified accordingly.

D5.4 Further to D5.2(b)(viii), after completion of the Indicative Design for the THPS portion of the NEWPCC Upgrade, the Consultant shall provide an updated cost estimate for the supply and delivery of the THPS.

D5.4.1 The updated cost estimate shall be in elemental cost analysis format with full back up, showing items of work, quantities, unit prices, allowances and assumptions. The level of accuracy shall be within plus or minus twenty percent ($\pm 20\%$).

D5.4.2 The City reserves the right to have the updated cost estimate reviewed by an independent third party.

D5.5 Further to D5.1(a), the fees for the Services performed under Stage 1 shall be a Fixed Fee of seventy-five thousand (\$75,000.00) dollars in Canadian funds.

D5.5.1 The Fixed Fee shall be paid in a single payment within thirty (30) Calendar Days following the Project Manager's certification of completion of Stage 1.

D5.5.2 Notwithstanding C8.3 and C8.4, there will be no adjustment in Contract Price resulting from a Change in Services.

- D5.6 The Project Manager will issue a certificate of completion for Stage 1 following:
- (a) satisfactory completion of the Services required under Stage 1; and
 - (b) City acceptance of all required Deliverables under Stage 1 (including, without limitation, the Deliverables referenced in D5.2(b) and D5.4.
- D5.7 The City will, subject to the terms of the Contract (including without limitation D5.8, D5.14 and D5.15), designate the Consultant as the specified THPS Supplier in the DB RFP for the NEWPCC Upgrade.
- D5.8 The City has the sole, absolute and final discretion to designate or not designate the Consultant as the specified THPS Supplier in the DB RFP.
- D5.8.1 Without limiting or otherwise affecting the generality of any other term or condition of the Contract (including with respect to D5.8) if, in the sole, absolute and final discretion of the City, the cost estimate provided under D5.4 is unacceptable for any reason, the City will not designate the Consultant as the specified THPS Supplier in the DB RFP.
- D5.8.2 Except as provided in D5.5, the Consultant acknowledges and agrees that the City shall have no liability whatsoever to the Consultant if the City does not designate the Consultant as the specified THPS Supplier in the DB RFP.
- D5.8.3 The Project Manager will provide written notice to the Consultant if the Consultant is designated as the specified THPS Supplier in the DB RFP.
- D5.9 Further to D5.1(b), upon receipt of a notice pursuant to D5.8.3 which indicates the City has designated the Consultant as the specified THPS Supplier in the DB RFP, the THPS Supplier shall perform the Services required for Stage 2.
- D5.10 The Services in Stage 2 to be provided by the THPS Supplier shall include, but not be limited to, the following:
- (a) The THPS Supplier shall participate in the procurement process for the DB RFP with the Design Build Proponents during the Proposal Preparation Period;
 - (b) the THPS Supplier shall make available to each Design Build Proponent any information reasonably requested concerning the THPS Supplier's THPS;
 - (c) the THPS Supplier shall not favour, or disfavour, any Design Build Proponent;
 - (d) the THPS Supplier shall not disclose any information it may receive from one Design Build Proponent regarding its proposal to any other Design Build Proponent; and
 - (e) if requested by any Design Build Proponent, the THPS Supplier shall participate and attend with the Design Build Proponent in any presentation to, or in any proprietary, technical or commercial meeting with (whether confidential or otherwise), the City concerning or otherwise related to the DB RFP, the DB RFP process, or the Design Build Proponent's designs, proposal, or any other Design Build Proponent submission. The THPS Supplier's participation will be focused on the THPS Supplier's THPS and will not be construed as prohibited assistance or favouritism.
- D5.11 The THPS Supplier shall note that during Stage 2:
- (a) the City anticipates, under the DB RFP, reserving the right to review aspects of the Design Build Proponent's costs, and for such purpose the THPS Supplier hereby grants the City the right to review the THPS Supplier's costs in any Design Build Proponent proposal or other submission; and
 - (b) it is expected that the THPS Supplier will not be in communication with the City during the Proposal Preparation Period, except in the circumstances described in D5.10(e).
- D5.12 The consideration for the THPS Supplier's undertakings under this Contract in respect of Stage 2 is the THPS Supplier's designation as the specified THPS Supplier in the DB RFP for the NEWPCC Upgrade. The THPS Supplier acknowledges the sufficiency of such consideration

and shall perform its obligations under this Contract in respect of Stage 2 without separate or additional compensation or consideration.

- D5.13 Subject to the terms of the Contract (including without limitation C2.8, D5.14 and D5.15), the THPS Supplier's Services under Stage 2 shall terminate effective the time and date that the City has entered a written project agreement with a Design Build Proponent for the design and construction for the NEWPCC Upgrade.
- D5.14 At any time prior to the time and date that the City has entered a written project agreement with a Design Build Proponent for the design and construction for the NEWPCC Upgrade, the City has the discretion to revoke the status of the THPS Supplier as the specified THPS Supplier in the DB RFP.
- D5.15 Without limiting or otherwise affecting the generality of any other term or condition of the Contract (including with respect to D5.14), if for any reason the City determines that the THPS Supplier and any Design Build Proponent are, or may be, unable or unwilling to cooperate for the supply and delivery of the THPS (including, without limitation, if they are or may be unable or unwilling to negotiate an agreement between the THPS Supplier and the Design Build Proponent for the supply and delivery of the THPS), the City has the right to revoke the status of the THPS Supplier as the specified THPS Supplier in the DB RFP.
- D5.16 The discretion of the City under D5.14 and under D5.15 to revoke the status of the THPS Supplier as the specified THPS Supplier in the DB RFP is sole, absolute and final.
- D5.16.1 The City may revoke specified THPS Supplier status under D5.14 and D5.15 by providing written notice of such revocation, with immediate effect, to the THPS Supplier.
- D5.16.2 The THPS Supplier acknowledges and agrees that the City shall have no liability whatsoever to the THPS Supplier if the City revokes the status of the THPS Supplier as the specified THPS Supplier in the DB RFP.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 Further to C9, the Contract, all Deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultant's own use, or for the use of any third party.
- D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D6.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Services;
 - (b) the Contract, all Deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Consultant who violates any provision of D6 may be determined to be in breach of Contract.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D8. INSURANCE

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, THPS Supplier's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
- D8.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D8.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).
- D8.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D8.8.
- D8.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D9. COMMENCEMENT

- D9.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D9.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by June 1, 2017.

D10. PROJECT SCHEDULE

- D10.1 The City anticipates the following schedule for this Contract:
- (a) Stage 1
 - (i) Start = Q3 2017
 - (ii) End = Q1 2018
 - (b) Stage 2
 - (i) Start = Q1 2018
 - (ii) End = Q2 2019
- D10.2 The City has the right to change the schedule in D10.1 at any time and for any reason.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Thermal Hydrolysis Process System.

E1.2 The following are applicable to the Thermal Hydrolysis Process System:

<u>Specification No.</u>	<u>Specification Title</u>
Division 1	
01300	Submittals
01650	Equipment Installations
01664	Training
01670	Commissioning
01735	Operation and Maintenance Manuals
Division 11	
11355	Thermal Hydrolysis Process System
Division 16	
16010	Electrical General Requirements