



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 594-2017

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES AT
THE IN-TOWN PUMPING STATIONS PRELIMINARY DESIGN OF DISINFECTION
UPGRADES**

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 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES AT THE IN-TOWN PUMPING STATIONS PRELIMINARY DESIGN OF DISINFECTION UPGRADES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 7, 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. SITE INVESTIGATION

B3.1 The Project Manager or an authorized representative will conduct a site investigation tour of the the following facilities on August 24, 2017, starting at 9:00 a.m.:

- (a) G.C. MacLean Pumping Station, 875 Lagimodière Boulevard;
- (b) McPhillips Pumping Station, 360 McPhillips Street;
- (c) W.D. Hurst Pumping Station, 60 Hurst Way.

B3.1.1 The Site Investigation will commence at the G.C. MacLean Pumping Station located at 875 Lagimodière Boulevard and will proceed to the other locations from here.

- (a) Proponents must provide their own transportation between the facilities.

B3.1.2 Tours of each facility will be limited to the areas related directly to the disinfection upgrades. Direct entry into the chlorine storage rooms will not be permitted during the Site Investigation unless accompanied by City Operational Staff.

B3.2 Proponents are requested to register for the site investigation by contacting the Project Manager identified in D2.

B3.2.1 Propopents wishing to register for the Site Investigation must provide the Project Manager with a Public Safety Verification Check obtained not earlier than one (1) year prior to the Site Investigation.

- (a) The Public Safety Verification Check may be obtained from Sterling Talent Solutions. Proponents will need to set up a Sterling Talent Solutions account prior to requesting individual background checks. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link:

<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>

Note that the check will take up to 48 hours to complete. Refer to PART F - Security Clearance for further information.

- (b) The results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions. Proponents must set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the results of the Public Safety Verification Check with the City of Winnipeg.

B3.3 Proponents are required to bring their own Grade 1 safety shoes (CSA Green Triangle) for all Site Investigations.

- B3.4 Proponents will not be allowed to take pictures at the Site Investigation. The Proponent may request pictures of specific areas from the Project Manager. The pictures will then be issued to all the Proponents registered for the Site Investigation.
- B3.5 Proponents are advised that site access is restricted and access to view the site can only be made under the supervision of the Project Manager.
- B3.6 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.
- B3.7 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 Project Manager in writing.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Project Manager.
- 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 enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B4.7 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 City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFP to the media or any member of the public without the prior written authorization of the Project Manager.

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 RFP, 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. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B8;
 - (b) Fees (Section B) in accordance with B9.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11; and
 - (c) Project Understanding, Methodology and Schedule (Section E) in accordance with B12.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, 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.
- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the RFP, will be evaluated in accordance with B20.1(a).
- B7.8 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.

B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.10 Proposals shall be submitted to:

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

B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

B8.1 The Proponent shall complete Form A: Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the 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.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "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.

B9. FEES (SECTION B)

B9.1 The Proponent shall utilize and submit Form B: Fees, making all required entries to summarize their Fee proposal for the proposed Services. The Proponent shall be responsible to verify and ensure the correctness of the associated submittals.

- B9.2 The Proposal shall include a Fixed Fee using Form B: Fees for all disciplines and/or phases identified in PART E - Scope of Services.
- B9.3 In addition to the Form B:Fees, proposals shall also include detailed description of the Fixed Fees according to Scope of Services, refer to Appendix E for a sample. Details shall include the following as a minimum:
- (a) The work activities and Deliverables for the proposed Services;
 - (b) The respective number of hours per work activity per task per each proposed individual;
 - (c) Applicable hourly rates of proposed individuals;
 - (d) Total cost for each phase as identified in PART E - Scope of Services; and
 - (e) The associated disbursements
- B9.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.4.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B9.5 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B9.6 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B9.7 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.9 If the City requires additional services, the rates shall be based on the rates provided in the Proponent's proposal.

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposals should include:
- (a) Details demonstrating the history and experience of the Proponent and Subconsultants in providing chlorine disinfection system design services or other chemical handling systems design services on three (3) projects of similar complexity, scope and value.
- B10.2 For each project listed in B10.1(a), the Proponent should submit:
- (a) Description of the project;
 - (b) Role of the consultant;
 - (c) Project's original contracted cost and final cost;
 - (d) Design and schedule (anticipated Project schedule and actual project delivery schedule);
 - (e) Project owner; and
 - (f) Reference information (two current names with telephone numbers per project). All references provided by the Proponent shall be current and correct.
- B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 Identify the following Key Personnel assigned to the Project:

- (a) Project manager;
- (b) Process engineering lead;
- (c) Instrumentation engineering lead;
- (d) Electrical engineering lead;
- (e) Structural engineering lead;
- (f) Mechanical engineering lead;
- (g) Other engineering leads, as required; and
- (h) Quantity surveyor lead.

B11.3 Effective January 1, 2018, the City reserves the right to stipulate that any projects that include Public Engagement work will require that all Public Engagement work be performed by a public engagement professional who has completed the Foundations in Public Participation offered by IAP2.

B11.4 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.4.1 For the process, instrumentation, electrical and mechanical engineering leads the project experience is to be relevant to chlorine disinfection systems or similar chemical handling systems.

B11.5 For each person identified, list two (2) comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project). All references provided by the Proponent shall be current and correct.

B12. PROJECT UNDERSTANDING, METHODOLOGY AND SCHEDULE (SECTION E)

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B12.2 Methodology should be presented in accordance with the PART E - Scope of Services.

B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) The team's understanding of the overall objectives and technical requirements of the Work;

- (b) The team's understanding of the City's water distribution system; the City's water distribution system's disinfection requirements and the Drinking Water Safety Act (Manitoba);
- (c) The team's understanding of the Project deliverables and constraints;
- (d) The team's understanding of key considerations and risks that could affect Project budget or schedule;
- (e) Appropriate hours assigned to individual tasks per person (Appendix E);
- (f) The City's Project methodology with respect to the information provided within this RFP; and
- (g) Any other issue that conveys your team's understanding of the Project requirements.

B12.5 For each person identified in B11.2, list the individual's time as a percentage of the overall project time in accordance with PART E - Scope of Services.

B12.5.1 For all remaining individuals that will be associated with the Project, list the hourly charge-out rates.

B12.6 Proponents should present a preliminary Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments, durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the PART E - Scope of Services.

B12.7 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times should be allowed for completion of these processes.

B13. DISCLOSURE

B13.1 Various Organizations 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. Where applicable, additional material available as a result of contact with these Organizations is listed below.

B13.2 The Organizations are:

- (a) CH2M Hill Canada Limited.

B13.3 Additional Material:

- (a) Drinking Water Quality Strategy Report

B14. QUALIFICATION

B14.1 The Proponent shall:

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

B14.2 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>

- B14.3 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 the design of chlorine disinfection systems or similar chemical handling systems 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);
 - (d) Have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
 - (e) Undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
 - (f) Upon request of the Project Manager, provide the Security Clearances as identified in PART F - Security Clearances; and
- B14.4 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.
- B14.5 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.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the names of the 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/>
- B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

- B17.1 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.
- B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) Retain the Proposal until after the Submission Deadline has elapsed;
 - (b) Open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) If the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

- B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

- B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

- B20.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
 - (c) Fees; (Section B) 40%

- (d) Experience of Proponent and Subconsultant; (Section C) 10%
 - (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
 - (f) Project Understanding, Methodology and Schedule (Section E) 25%
- B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants (Section C) will be evaluated considering the information provided in response to B10, and will also include:
- (a) Overall satisfaction of the provided references towards the Proponent on past projects, including:
 - (i) The technical ability and the availability of Proponent's staff to complete the job;
 - (ii) Similarity of the project in size and complexity;
 - (iii) Adherence to project budget;
 - (iv) Adherence to project schedule;
 - (v) Quality of work, and
 - (vi) Ability to comply with the project owner's internal engineering standards.
- B20.5.1 Proposals that receive less than half the available evaluation points for Experience of Proponent and Subconsultants may be rejected in accordance with B20.3.
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project (Section D) will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, considering the information provided in B11, and will also include:
- (a) Overall satisfaction of the provided references towards the Key Personnel on past projects, including:
 - (i) Adherence to project schedule;
 - (ii) Adherence to project budget;
 - (iii) Quality of work; and
 - (iv) Technical proficiency.
- B20.6.1 Proposals that receive less than half the available evaluation points for Experience of Proponent and Subconsultants may be rejected in accordance with B20.3.
- B20.7 Further to B20.1(f) and B9, Project Understanding, Methodology and Schedule (Section E) will be evaluated considering the information provided in response to B9.3 and B12 and will also include:
- (a) Past performance of Proponent with regards to schedule on current or recent City projects or if Proponent has no City experience, past schedule performance on information provide in B10 will be evaluated; and
- B20.7.1 Proposals that receive less than half the available evaluation points for Experience of Proponent and Subconsultants may be rejected in accordance with B20.3.
- B20.8 Notwithstanding B20.1(d) to B20.1(f), where Proponents fail to provide a response to B7.2(a) to B7.2(c), the score of zero may be assigned to the incomplete part of the response.

B20.9 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

B21. AWARD OF CONTRACT

B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;
- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

B21.4 The City may, at its discretion, award the Contract in phases.

B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.

B21.5.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).

B21.7 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.

B21.8 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 all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) 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. PROJECT MANAGER

D2.1 The Project Manager is:

Jeff Brooks, C.E.T.

Telephone No. 204 986-2072

Email Address: jeffbros@winnipeg.ca

D2.2 At the pre-commencement kick-off meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B7.

D3. BACKGROUND

D3.1 The City of Winnipeg Drinking Water System re-chlorinates the drinking water at the three (3) in-town pumping stations prior to the water entering the distribution system. Currently the three (3) in-town pumping stations (G.C. MacLean, McPhillips and W.D. Hurst) use chlorine gas to maintain a minimum disinfection residual of 0.1 mg/L as free chlorine across the distribution system.

D3.2 As a disinfection process chlorine gas is cost effective and operates reliably. The drawback of a chlorine gas system is the toxicity of the system to life and the environment. To mitigate as many issues from a chlorine gas leak the City will be proceeding with upgrades to the system.

D4. DEFINITIONS

D4.1 When used in this RFP:

- (a) "AACE" means the Association for the Advancement of Cost Engineering.
- (b) "CAD" means an AutoCAD drawing file.
- (c) "Department" means the City of Winnipeg Water and Waste Department.
- (d) "FTP" means the City of Winnipeg's file transfer protocol site.
- (e) "HVAC" means the heating, ventilation and air conditioning systems of a facility. These systems can either be for space comfort, process requirements or life safety.
- (f) "I/O" means an input or output from an instrumentation device or panel, which is either an analog signal, a digital signal or an interlock.
- (g) "MCC" means a Motor Control Centre.
- (h) "MSDS" means a Material Safety Data Sheet that identifies the required product stewardship, occupational safety and health, and spill-handling procedures for substances.
- (i) "PDF" means a Portable Document Format electronic file.
- (j) "PLC" means a Programmable Logic Controller.
- (k) "Project Manager" means Project Manager identified in D2 unless stated otherwise.
- (l) "RFP" means Request for Proposal.

- (m) "SCADA" means Supervisory Control and Data Acquisition which is a control system architecture that uses computers, networked data communications and graphical user interfaces for high-level process supervisory management, but uses other peripheral devices such as programmable logic controllers and discrete controllers to interface to the process plant or machinery.
- (n) "UPS" means an Uninterrupted Power Supply.
- (o) "WBS" means Work Breakdown Structure or a deliverable oriented hierarchical decomposition of the work packages to be executed by the project team. The work package express the work, duration and costs for the tasks required to produce the sub-deliverable.

D5. RELEVANT DOCUMENTS

- D5.1 Refer to Appendix "B" for a listing of relevant reference documents and Appendix "C" for a listing of relevant historical record drawings
- D5.2 Relevant documents and drawings are available on the City's FTP site by request to the Department's Project Manager. Refer to Appendix "B" for a listing of the relevant documents and Appendix "C" for a listing of the relevant historical record drawings.
 - (a) In order to be provided with access to the City's FTP site, the Proponent will be required to sign a non-disclosure agreement prior to receiving the documents and drawings, Appendix "F" includes the Non-Disclosure Agreement form.
- D5.2.1 The record drawings provided are for informational purposes only and the City makes no claim or liability to the accuracy of the information provided.

D6. GENERAL REQUIREMENTS

- D6.1 General Requirements of the Consultant
 - D6.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
 - (a) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Engineers Geoscientists Manitoba.
 - (b) Final design documents irrespective of the level of design shall have an engineer's seal.
 - (c) Other reports and documents not involving the practice of professional engineering, such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
 - D6.1.2 Progress estimates, completion certificates and other reports related to the technical aspects of this Project, shall be endorsed by the Consultant's Contract Administrator in a manner acceptable to the City.
 - D6.1.3 The Consultant shall, at a minimum, utilize the most current industry standard sustainable practices and conform to the latest codes, standards, regulations and legislative requirements in effect. The Consultant shall liaise with the City on the application of codes and standards.
 - D6.1.4 The Consultant shall coordinate and obtain approval/permit(s) where required, including but not limited to: Manitoba Hydro, MTS, and City Departments.
- D6.2 General Requirements for Project Deliverables
 - D6.2.1 Project deliverables include but are not limited to technical report, drawings and cost estimates.

- D6.2.2 All Project Deliverables are to be delivered with a document lifecycle approach.
- D6.2.3 Where possible, all documents provided as PDF shall be searchable.
- D6.2.4 Unless otherwise indicated, the review period for Project Deliverables shall be a minimum of two (2) weeks and correspond to the number of pages and complexity of the document.
- D6.2.5 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
- D6.2.6 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document. All Deliverables shall be submitted to the Department's Project Manager.
- D6.3 General Requirements for the Preliminary Design Technical Report
- D6.3.1 The City requires a technical report to be prepared as part of the Preliminary Design Services. The technical report shall include sufficient evaluation documentation, including but not limited to:
- (a) Background information,
 - (b) Review of options,
 - (c) Cost comparison,
 - (d) Life cycle cost analysis,
 - (e) Conclusions, and
 - (f) Recommendations.
- D6.3.2 The technical report shall be written as a standalone document and submitted separately for review. All City review comments shall be incorporated into the final technical report.
- D6.4 General Requirements for Drawings
- D6.4.1 The drawings shall not be prepared using the City's GeoMedia and Google Earth screen captures and instead shall be prepared from the legal plans, certificates of title, as-built records and topographic survey.
- D6.4.2 All profile components of drawings shall be in natural scale.
- D6.4.3 Where existing systems are being modified, the existing drawings shall be modified or superseded rather than creating a new drawing only showing a limited portion of the new work.
- D6.4.4 The City will provide comments on the draft drawings. Comments shall be reviewed and incorporated into the final drawings.
- D6.4.5 All drawings shall be submitted in AutoCAD format version 2012 and in 11x17 hard copy format, unless otherwise specified.
- D6.4.6 All work is to be completed in accordance with the current versions of the following Department standards. Copies are noted for reference in Appendix "B".
- (a) The City of Winnipeg Water & Waste Department Electrical Design Guide,
 - (b) The City of Winnipeg Water & Waste Identification Standard,
 - (c) The City of Winnipeg Water & Waste Department Water and Wastewater Treatment Process – Drawing Standard
- D6.5 General Requirements for Cost Estimates
- D6.5.1 Complete cost estimates as listed in PART E - Scope of Services.
- (a) Summarize and submit all cost estimates using the Basis of Estimate form found in Appendix D.
- D6.6 General Requirements for Photographs

- D6.6.1 All photographs submitted to the City as part of the Project shall include captions with the following information:
- (a) Date photograph was taken.
 - (b) Location and orientation where the photograph was taken.
 - (c) A brief description of what is depicted by the photograph.
- D6.7 General Requirements for Submissions
- D6.7.1 Ten (10) Working Days prior to all report submission dates issue one preliminary electronic copy of the report to the City Project Manager for quality review. Within three (3) Working days after receiving the document to City's Project Manager will either accept the document for submission or reject the document. In the event of document rejection the Proponent will correct quality issues and resubmit the document. The document will not be issued for review by the City's Advisory Committee until the City's Project Manager's quality review is satisfied.
- D6.7.2 Submit three (3) bond hard copies and one (1) electronic Native Format and PDF of the "Draft Reports".
- D6.7.3 Allow a minimum of fifteen (15) Working Days for the City review of the draft reports.
- D6.7.4 Upon receipt of the Advisory Committee's review of the draft reports finalize reports.
- D6.7.5 Submit five (5) had copies and one (1) electronic Native Format and PDF of the "Final Reports".
- D6.8 General Requirements for Meetings
- D6.8.1 Schedule and chair Project meetings as listed in E2.6 and E3.4.
- (a) Provide an agenda within two (2) working days of the meeting date.
- D6.9 Provide meeting minutes within one (1) week of the meeting date.

PART E - SCOPE OF SERVICES

E1. GENERAL

- E1.1 The Services required under this Contract shall consist of providing preliminary engineering services for the upgrades to the disinfection systems at the G.C. MacLean Pumping Station, the McPhillips Pumping Station and the W.D. Hurst Pumping Station in accordance with the following phases as outlined in E2, E3 and E4:
- (a) Project Management
 - (b) Preliminary Engineering
 - (i) Phase 1: System Assessment
 - (ii) Phase 2: Design and Construction Assessment
- E1.2 The detailed design and construction administration work will be issued as a separate RFP at a later date as determined by the Department.
- E1.3 These Terms of Reference are supplemental to the Standard Terms and Conditions of Consultant Services and the "Definition of Standard Consulting Engineering Services" required by the City of Winnipeg. The "Definition of Standard Consulting Engineering Services" is available for reference in Appendix A.

E2. PROJECT MANAGEMENT

- E2.1 The Consultant's Contract Administrator shall be the prime contact for the duration of the Project. The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Department's Project Manager.
- E2.2 The Consultant's Contract Administrator shall have demonstrated experience in the design and contract administration of disinfection projects of similar scope.
- E2.3 The Consultant's Contract Administrator shall be directly responsible for:
- (a) Managing the Project in accordance with the Project Management Plan described in E2.4.
 - (b) Organizing, chairing, and providing minutes and agendas for Project meetings.
 - (c) Liaising with the Department's Project Manager on a weekly basis to provide Project status.
 - (d) Submitting monthly progress reports during the Contract. Monthly progress reports shall be submitted to the City's Project Manager for review a minimum five (5) working days prior to issuing the associated monthly invoice. The reports shall consist of a maximum two (2) pages, and include the following as a minimum:
 - (i) Work carried out in the previous month;
 - (ii) Hours billed for the period by the Consultant's personnel and the Sub-Consultants.
 - (iii) Billable disbursements for the period.
 - (iv) Work in progress;
 - (v) Work anticipated for the following month, including projected person-hours;
 - (vi) Percentage completion of each task and the overall Project;
 - (vii) Information requests for the following month;
 - (viii) Issues to date;
 - (ix) Schedule and quality performance. In particular, report on items that are behind schedule and how they will be addressed;
 - (x) Budget and actual cost for completed tasks and projected cost for planned tasks; and
 - (xi) Modifications to the Project Management Plan described in E2.4.

E2.4 Project Management Plan

Develop and submit a Project Management Plan to the Department's Project Manager at least two (2) Working Days prior to the Project kick off meeting. The Project Management Plan shall include the following at a minimum:

- (a) Scope and Schedule
 - (i) Include the information required in B12.
 - (ii) Provide a Deliverable based Work Breakdown Structure (WBS) that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, Deliverables, etc.).
 - (iii) Provide a Project schedule, identifying task activities, milestones and responsibilities.
 - (iv) The approved schedule will be used as the Project baseline throughout the Project. Revised schedules will not be accepted.
- (b) Budget
 - (i) Include the information required in B9.
 - (ii) Include a description of the processes used to carry out earned value analysis such that the Project's performance can be measured against scope, schedule and cost baselines.
- (c) Quality Management
 - (i) Describe quality management methods used to address quality planning, quality assurance and quality control for the following:
 - (i) Field surveying procedures and controls;
 - (ii) Data review, verification, and validation;
 - (iii) City reviews;
 - (iv) Corrective action process; and
 - (v) Quality assurance and control of Deliverables.
- (d) Human Resources
 - (i) Describe the team organizational and management approach.
 - (ii) Include an organizational chart.
- (e) Communication
 - (i) Describe communication interfaces (organizational, technical and interpersonal) and the roles and responsibilities of each stakeholder.
 - (ii) Identify the processes that will be used to liaise with the City throughout the provision of the Services and to provide ample opportunity for input and review by the City's Project team.
- (f) Health, Safety and Security
 - (i) Include a Health and Safety Plan (which will be updated as needed throughout the Project) specific to the Scope of Services.

E2.5 Project Management Deliverables

- (a) The following Project Management Deliverables are required:
 - (i) Project Management Plan.
 - (ii) Monthly progress reports.

E2.6 Meetings

- (a) Attend meetings with the Department's Project Manager at the following stages:
 - (i) Pre-commencement: schedule and chair a Project kick-off meeting after award of the Project to review the Project Management Plan, scope of work and Project team.
 - (ii) Upon completion of the Phase I - System Assessment technical report.

- (iii) Upon completion of the Phase II –Design and Construction Assessment technical report

E3. PHASE 1 PRELIMINARY ENGINEERING: SYSTEM ASSESSMENT

- E3.1 Phase 1 will include the development of a preliminary design report that will recommend the appropriate upgrades to the disinfection dosing systems at the three (3) in-town pumping stations.
- E3.2 Collect and review all available existing information about the sites including files, reports, drawings, condition assessments, etc.
- E3.3 Where necessary conduct field investigations to verify existing conditions and to supplement available information.
- E3.4 Throughout the Phase 1 preliminary design, the following meetings will be required as a minimum:
 - (a) A meeting with the Operations/Maintenance group for the discussion and provision of feedback on the proposed options.
 - (b) A meeting with the Advisory group to review the comments from the draft Phase 1 report.
- E3.5 Provide meeting minutes or telecommunication memos for discussions with outside equipment vendors, contractors, chemical suppliers, etc. Incorporate into the report as an appendix.
- E3.6 Conduct an assessment of disinfection dosing options using alternative chemicals as well as maintaining the existing chlorine gas disinfection systems with engineered solutions to mitigate the effects of a chlorine gas discharge. The assessment shall consider:
 - (a) Ease of maintenance (robust/simple) and handling,
 - (b) Chemical storage requirements,
 - (c) Ability to reuse the existing infrastructure at the facilities,
 - (d) Costs (operating and capital),
 - (e) Operating impacts on the distribution system,
 - (f) If any components or chemicals are proprietary (i.e. single source),
 - (g) Operator safety,
 - (h) The safety of the local community and the environment,
 - (i) The local availability of spare components or if spare components are not locally available the value of spare components that the City will have to maintain on-hand,
 - (j) Operating licence requirements,
 - (k) Site access and unloading requirements,
 - (l) Constructability including staging of work and required shutdowns, and
 - (m) Input from the Department operation and maintenance staff.
- E3.7 Provide a description of the options considered including but not limited to:
 - (a) Description of the systems,
 - (b) A proposed equipment layout,
 - (c) Review of equipment access requirements,
 - (d) Review of chemical unloading and storage requirements,
 - (e) Review of the existing structural and architectural and upgrade requirements,
 - (f) Review of the existing electrical systems and upgrade requirements,
 - (g) Review of the existing HVAC, plumbing, fire protection systems and upgrade requirements,

- (h) PLC system requirements,
- (i) A review of the existing chlorine distribution and dosing system and if upgrades or replacement are required,
- (j) A summary of the MSDS requirements of each system.
- (k) Labour requirements to operate the proposed system.

E3.8 Conduct a Net Present Value cost analysis of the disinfection dosing options considered using a discount rate of six (6) percent and amortized over 35 years.

E3.9 Based on the information gathered in Sections E3.1 to E3.8, make a recommendation as to the most advantageous disinfection dosing system.

E4. PHASE 2 PRELIMINARY ENGINEERING: DESIGN AND CONSTRUCTION ASSESSMENT

E4.1 Phase 2 will include the development of a Preliminary Design report that will be used as a guide for the detailed design and construction of the disinfection dosing system for the in-town pumping stations recommended in the Phase1 report.

E4.2 Throughout the Phase 2 preliminary design, the following meetings will be required as a minimum:

- (a) A meeting with the Operations/Maintenance group for the discussion and provision of feedback on the proposed solution.
- (b) A meeting with the Advisory group to review the comments from the draft Phase 2 report.

E4.3 Provide the system design requirements for the recommended system including but not limited to:

- (a) The sizing of all major equipment and level of redundancy;
- (b) The system layout and process flow diagrams;
- (c) The operating conditions of the systems (i.e. dosage rates, concentrations, cycle times),
- (d) The major structural upgrades required to support new equipment/systems, major openings of roofs, floors and walls,
- (e) The requirements for hoisting systems,
- (f) The required modifications to the building envelopes,
- (g) The required upgrades to the facility life-safety systems (i.e. ventilation, alarms, emergency showers/eyewashes, etc),
- (h) A listing of systems to be demolished,
- (i) Confirmation of the capacity of the existing electrical systems and upgrades that are required (i.e. MCC's, back-up generators, UPS, grounding, etc.),
- (j) Determination of required upgrades to achieve code compliance,
- (k) Development of a preliminary instrumentation I/O index, and
- (l) Development of a preliminary control strategy.

E4.4 Provide the preliminary construction work plan to minimize the any risks to the City water system. The preliminary construction work plan to include:

- (a) Staging of the work at the three (3) in-town pumping stations to minimize impacts on the disinfection of the distribution system,
- (b) Required shutdowns of the disinfection system at an in-town pumping station,
- (c) An assessment of the daily and weekly construction work hours required to minimize the impacts to the distribution system (i.e. extended work hours, work over the weekends) and the associated costs.

- E4.5 Provide the preliminary detailed design and construction schedules.
- E4.6 Identify all permits required for construction.
- E4.7 Provide all associated calculations as an appendix in the final report.
- E4.8 Provide the opinion of probable cost for the recommended system at each of the pumping stations for detailed design and construction as an appendix of the final report.
 - E4.8.1 Opinion of probable cost to be an AACE Class 4.
 - E4.8.2 Provide a breakdown of the costs in accordance with the National Master Specification.
 - E4.8.3 Summarize operating and capital costs in the City of Winnipeg BOE document.

E5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- E5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- E5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- E5.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
 - (a) Information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) The Contract, all deliverables produced or developed; and
 - (c) Any statement of fact or opinion regarding any aspect of the Contract.
- E5.4 A Consultant who violates any provision of E5 may be determined to be in breach of Contract.

SUBMISSIONS

E6. AUTHORITY TO CARRY ON BUSINESS

- E6.1 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.

E7. INSURANCE

- E7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- E7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
 - (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained

- by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 2,000,000 per claim and \$ 2,000,000 in the aggregate.
- E7.2.1 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.
- E7.3 The policies required in E7.2(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.
- E7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under E7.2(a) and E7.2(c).
- E7.5 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 E7.8.
- E7.6 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.
- E7.7 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.
- E7.8 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

E8. COMMENCEMENT

- E8.1 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.
- E8.2 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 E6;
 - (ii) evidence of the insurance specified in E7;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

E8.3 The City intends to award this Contract by November 6, 2017.

E9. CRITICAL STAGES

E9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Submission of the Draft System Assessment Report described in E3 no later than sixty (60) Working Days from award;
- (b) Submission of the Final System Assessment Report described in E3 no later than fifteen (15) Working Days after the City's review of the Draft System Assessment Report;
- (c) Submission of the Draft Design and Construction Assessment Report described in E4 no later than one hundred sixty (160) Working Days from award;
- (d) Submission of the Final Design and Construction Assessment Report described in E4 no later than fifteen (15) Working Days after the City's review of the Draft Design and Construction Assessment Report.

E10. FUTURE WORK

E10.1 Any future engineering work resulting from recommendations made as part of the project will be posted as a separate Request for Proposal for professional consulting services.

E10.2 The future consulting services will not be posted until the Phase II Report is completed and accepted by the Department.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under this Contract and within the Winnipeg Drinking Water Treatment Plant, Shoal Lake Intake Facilities, Shoal Lake Intake Aqueduct, G.C. MacLean Pumping Station & Reservoir, Tache Booster Pump Station, W.D. Hurst Pumping Station and Hurst Reservoir and McPhillips Pumping Station & Reservoir shall be required to obtain a Police Information Check and a Public Safety Verification. The Police Information Check may be obtained from one of the following:
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling Talent Solutions forms to be completed can be found on the website at: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- F1.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Project Manager.
- F1.3 A Sterling Talent Solutions account must be setup prior to requesting individual background checks for any individual. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link. <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> . The Police Information Check must be received by the City directly through Sterling Talent Solutions;
- (a) Bidders shall set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the Police Information Check with the City of Winnipeg;
 - (i) Bidders will then be contacted by Sterling Talent Solutions with instructions on how to complete the Police Information Check; and
 - (ii) if additional assistance is required to obtain the Police Information Check, the Bidder may contact the following Sterling Talent Solutions representative:
Linda Ferens;
email: linda.ferens@sterlingts.com
phone: (204) 999-0912.
 - (b) Public Safety Verification Checks can be obtained from Sterling Talent Solutions,
 - (i) Bidders will need to setup an account with Sterling Talent Solutions prior to requesting individual background checks.
 - (i) This process should be done 72hrs prior to requesting the first check. Accounts can be setup using the following link.
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>.
 - (ii) Results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions.
 - (iii) Bidders shall set up an account with Sterling Talent Solutions using their company name and grant Sterling Talent Solutions permission to share the Public Safety Verification Check with the City of Winnipeg;
 - (ii) Bidders will then be contacted by Sterling Talent Solutions with instructions on how to complete the Public Safety Verification Check; and
 - (iii) if additional assistance is required to obtain the Public Safety Verification Check, the Bidder may contact the following Sterling Talent Solutions Representative:

Linda Ferens;
email: linda.ferens@sterlingts.com;
phone: (204) 999-0912.

- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Project Manager with a Police Information Check and a Public Safety Verification Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check and/or a Public Safety Verification Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check and a Public Safety Verification Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 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 Police Information Check and/or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Police Information Check and/or Public Safety Verification Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work as specified in F1.1