



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 65-2021

**PROFESSIONAL CONSULTING SERVICES FOR REFEREE SERVICES FOR THE
NORTH END SEWAGE TREATMENT PLANT (NEWPCC) UPGRADE: HEADWORKS
FACILITIES PROJECT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR REFEREE SERVICES FOR THE NORTH END SEWAGE TREATMENT PLANT (NEWPCC) UPGRADE: HEADWORKS FACILITIES PROJECT

B2. DEFINITIONS

B2.1 When used in this Request for Proposal:

- (a) “**Award Authority**” means the authority having the jurisdiction to award the Contract according to the City’s by-laws, policies or procedures;
- (b) “**Business Day**” means any Calendar Day, other than a Saturday, Sunday or statutory or civic holiday;
- (c) “**Calendar Day**” means the period from one midnight to the following midnight;
- (d) “**Chief Administrative Officer**” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (e) “**City**” means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 1989-90, c.10, and any subsequent amendments thereto;
- (f) “**Confidential Information**” means any and all information described in B7.1;
- (g) “**Consultant**” means the Person undertaking the performance of Services under the terms of the Contract;
- (h) “**Contract**” means the final version of the Referee Agreement as signed by all parties;
- (i) “**Council**” means the Council of The City of Winnipeg;
- (j) “**Design Build Agreement**” or “**DBA**” means the agreement to be entered into between the City and Design Builder in respect of the Headworks Project and all schedules and other attachments thereto as the same may be amended, supplemented, or restated;
- (k) “**Design Builder**” means the successful proponent to the Headworks Project;
- (l) “**Dispute**” means any disagreement, failure to agree or other dispute in respect of the application or interpretation of any provision of the Design Build Agreement;
- (m) “**Final Completion**” means the completion of the Design Build Agreement;
- (n) “**Headworks Project**” means the North End Sewage Treatment Plant (NEWPCC) Upgrade: Headworks Facilities Project;
- (o) “**Key Personnel**” means an individual designated in a Proponent’s Submission to perform a lead role for the Proponent or its Subconsultant;
- (p) “**Manager of Materials**” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (q) “**Person**” means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (r) “**Project**” means the Professional Consulting Services for Referee Services for the Headworks Project;
- (s) “**Project Manager**” means the City’s representative throughout the duration of the Contract who has the authority to act on behalf of the City to the extent expressly provided for in this Contract;
- (t) “**Proponent**” means any Person or Persons submitting a Proposal for Services;
- (u) “**Proposal**” means the offer contained in the Proposal Submission;

- (v) “**Proposal Submission**” or “**Submission**” means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (w) “**Referee**” means the person appointed as the Referee pursuant to the Referee Agreement and as may be permitted pursuant to the Design Build Agreement;
- (x) “**Referee Agreement**” means the agreement attached in draft form as Attachment 1 to this Request for Proposal;
- (y) “**Request for Proposal (RFP)**” means the Proposal Submission, the Bidding Procedures, the Supplemental Conditions, and all Addenda;
- (z) “**RFQ No. 659-2018A**” means Request for Qualification Design Build of North End Sewage Treatment Plant (NEWPCC) Upgrade: Headworks Facilities;
- (aa) “**Services**” means carrying out and doing of all things of every kind, either expressly or impliedly required, that are to be done by the Consultant in accordance with the terms of this Contract and Appendices attached hereto and includes all Services, testing, analysis, equipment, matters and things necessary for or incidental to the fulfilment of the requirements of the Contract;
- (bb) “**Subconsultant**” means a person contracting with the Consultant to perform a part or parts of the Services to be provided by the Consultant pursuant to the Contract;
- (cc) “**Submission Deadline**” means the time and date set out in the Bidding Procedures for final receipt of Proposals;
- (dd) “**Time-Based Fee**” means a fee for Services charged at an Hourly Rate to an upset limit for Services where the effort to accomplish the anticipated scope of Services cannot be specified prior to executing the Contract; and
- (ee) “**Veolia**” means Veolia Water North America (Winnipeg) Inc.

B3. SUBMISSION DEADLINE

- B3.1 The Submission Deadline is 12:00 noon Winnipeg time, March 19, 2021.
- B3.2 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 B3.1.
- B3.3 If a preferred proponent for the Headworks Project is not known by the Submission Deadline, the Submission Deadline may be extended until such time that a preferred proponent is named.

B4. PROJECT MANAGER

- B4.1 The Project Manager is:
Lana Obach, P.Eng., M.A.Sc., PMP
Telephone No. 204 986-8335
Email Address: lobach@winnipeg.ca
- B4.2 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.

B5. BACKGROUND

- B5.1 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.
- B5.2 The City is responsible for delivering the Headworks Project. The City is planning to enter into a Design Build Agreement (DBA) to design and build the Headworks Project. The Water & Waste Department of the City has received Council approval to proceed with procurement of the

Headworks Project. The City is upgrading the NEWPCC to accommodate future wastewater flows and loadings to the plant, and to provide enhanced treatment capability to address environmental and public health concerns and regulatory requirements.

B5.3 The following is a summary description of the DBA's scope of work. It is not inclusive of all aspects of the works. Further details will be described within the DBA. The DBA's scope of work generally includes:

- (a) a new headworks facility. The headworks facility generally includes:
 - (i) a new raw sewage pumping station providing total pumping capacity of approximately 1056 ML/d. The raw sewage pumping station will require deep excavation. The interceptor sewer extension will require tunneling.
 - (ii) new process equipment such as fine screening and compactors, grit removal system, and dewatering units; and
 - (iii) new main control room, including work stations and servers.
- (b) a new standby power generation facility,
- (c) non-process items such as:
 - (i) ancillary systems – odour control, potable water, non-potable flushing water and instrument air;
 - (ii) electrical distribution and transformation;
 - (iii) automation systems and control including instrumentation, PLCs, redundant networking and human machine interfaces;
 - (iv) water and gas utilities;
 - (v) site work such as:
 - (i) clearing, site preparation, exterior lighting, security, land drainage and associated storage, roadways and parking, security systems, utilities and utility structures, landscaping and fencing; and
 - (ii) site and yard piping such as, re-routing of existing piping and interceptors, widening of existing channel, new overflow pipes and miscellaneous manholes;
 - (vi) provision of life safety systems, such as fire and gas detection;
 - (vii) mechanical, including boiler plants and air conditioning system; and
 - (viii) new tunnel connecting the new headworks facility to the existing basement of the Administration Building for personnel access and service activities.
- (d) decommissioning of some of the existing infrastructure such as:
 - (i) the existing surge well and discharge chamber;
 - (ii) the existing raw sewage pump wells, including piping;
 - (iii) the existing screening and grit removal facility and aeration building; and
 - (iv) salvage or disposal of identified equipment and systems.

B5.4 The Headworks Project will be funded through the City's NEWPCC Upgrade: Power Supply and Headworks Facilities capital budget with funds in the approximate amount of four hundred and eight million Canadian Dollars (\$408,000,000 CAD) and anticipated to be completed over a five-and-half-year period (66 months). The design component is expected to last about one (1) year, while construction activities may occur during the entire duration of the Headworks Project. However, the actual schedule will be determined by Design Builder.

B5.5 Design Builder is currently unknown. The Headworks Project request for proposals closed January 13, 2021 and is currently being evaluated. The City anticipates having a preferred proponent named by March 2021. Once a preferred proponent is named, the City will finalize any negotiated changes to the Referee Agreement, attached as Attachment 1, and will issue these changes through addenda. The execution of the Headworks Project is anticipated in April 2021.

B5.6 Under the terms of the DBA, within 30 Calendar Days of execution, the City and Design Builder are required to jointly appoint the Referee for the Headworks Project. The firm selected to act as

the Referee will enter into an agreement with the City and Design Builder, substantially in the form of the Referee Agreement, attached as Attachment 1.

- B5.7 The Referee is impartial, independent of the City and Design Builder, and suitably qualified and experienced with respect to the design and construction of projects similar to the Headworks Project or Dispute subject.
- B5.8 Further to C8 in Attachment 1, although the team lead shall have a technical background, at least one Key Personnel should have experience in assisting with impartial non-binding contractual interpretations. Accordingly, that Key Personnel may need to be a person authorized to carry on the practice of law in Manitoba.
- B5.9 The City and Design Builder will both be signatories to the agreement with the Referee and all fees and expenses of the Referee will be shared equally by the City and Design Builder.

B6. ENQUIRIES

- B6.1 All enquiries shall be directed to the Project Manager identified in B4.
- B6.2 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.
- B6.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.
- B6.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B6.5 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. The Proponent must not correspond or communicate with any of the entities named as pre-qualified proponents pursuant to City of Winnipeg RFQ No. 659-2018A with respect to this RFP. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B6.6 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.
- B6.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B7. CONFIDENTIALITY

- B7.1 Information provided to a Proponent by the City, any of the entities named as pre-qualified proponents pursuant to City of Winnipeg RFQ No. 659-2018A, 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.

B7.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B8. ADDENDA

B8.1 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.

B8.2 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.

B8.3 Addenda will be available on the MERX website at www.merx.com.

B8.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B8.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B8.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Project Manager indicated in B4.

B9. PROPOSAL SUBMISSION

B9.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B10; and
- (b) Form B: Fees (Section B) in accordance with B11.

B9.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B13;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B14; and
- (c) Project Understanding and Methodology (Section E) in accordance with B15.

B9.3 Further to B9.1 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.

B9.4 Further to B9.2, 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.

B9.5 Proposal format, including 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 proposed solution.

B9.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B9.6.1 Proposals will **only** be accepted electronically through MERX.

B9.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B26.1(a).

B9.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B10. PROPOSAL (SECTION A)

B10.1 The Proponent shall complete Form A: Proposal, making all required entries.

B10.2 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.

B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2

B10.3 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.

B10.4 Paragraph 13 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;
- (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.

B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be entered below such signatures.

B10.5 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.

B11. FEES (SECTION B)

B11.1 The Proponent shall submit their Fees in Form B: Fees.

B11.2 Fee Proposals shall include a Time-Based Fee for all work identified in Attachment 1 of this RFP.

- (a) Refer to B12 for anticipated scope of services and contract terms. Finalized scope of services and contract terms will be added to the Referee Agreement as per B5.5.
- (b) For evaluation purposes, approximate hours for all work identified in Attachment 1 of this RFP are outlined in Form B: Fees.
- (c) The quantities for which payment will be made to the Proponent, for work identified in Attachment 1 of this RFP, are to be determined by the Services actually performed and completed by the Proponent, to be measured as specified in the applicable scope of Services.

- B11.3 Fee Proposals shall also include an allowance for a “Referee Travel Fee” as defined in A2.1 of Appendix A of Attachment 1 of this RFP.
- (a) Notwithstanding the items identified in in A2.1 of Appendix A of Attachment 1 of this RFP, overhead costs or disbursements typically referred to as type 1 disbursements or general expenses shall be included in the hourly rates.
 - (b) For evaluation purposes, Proponents should estimate ten (10) return trips and a duration of twenty (20) nights in Winnipeg associated with A2.1 of Appendix A of Attachment 1 of this RFP.
- B11.4 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.
- B11.5 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B11.6 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in B12.7. Any such cost shall be determined in accordance with B12.7.

B12. ANTICIPATED SCOPE OF SERVICES AND CONTRACT TERMS

- B12.1 The Services required under this Contract shall consist of referee services in accordance with the following:
- (a) Referee Agreement, attached as Attachment 1.
- B12.2 In addition to the Services outlined in B12.1, the following are also anticipated to form part of the Services, which will be added to the Referee Agreement as per B5.5:
- (a) The City’s document management system for the Headworks Project will be Aconex.
 - (b) The parties may require the Referee to use Aconex to submit documents. If this is the case, the City may:
 - (i) provide the Referee access to the City’s document management system up to a maximum of 2 users for the duration of the Project with sufficient access privileges necessary to accomplish the document management activities required by the Referee Agreement.
 - (ii) coordinate up to a maximum of 2 training sessions for the Referee exclusively on the use of Aconex for the Project. The Referee shall coordinate with the Project Manager to schedule the training sessions.
 - (i) Aconex training will only commence if the Referee services are required.

COVID-19 Schedule Delays

- B12.3 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager. However, the Referee’s scope of Services is necessarily required under the Headworks Project and accordingly any COVID-19 impacts will need to be aligned with the Design Builder’s schedule.
- B12.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the delay. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including by not limited to evidence related to availability of staff, availability of material, or work by others. Failure to provide this notice will result in no additional time delays being considered by the City.

- B12.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager and Design Builder.
- B12.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager and Design Builder, shall be documented in accordance with the applicable section regarding changes of Services of the Contract.

Third Party Agreements - Funding and/or Contribution Agreement Obligations

- B12.7 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the following terms shall immediately be incorporated into the Contract:
- (a) In the event that the obligations in B12.7 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations (“**Funding Costs**”) shall be determined by the actual cost to the Consultant. In all other respects Funding Costs will be processed in accordance with the applicable section regarding changes of Services of the Contract.
 - (b) For the purposes of B12.7:
 - (i) “**Government of Canada**” includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (ii) “**Government of Manitoba**” includes the authorized officials, auditors, and representatives of the Government of Manitoba.
 - (c) Modified Insurance Requirements
 - (i) The insurance policies required under the Contract shall be maintained for at least twenty four (24) months after Final Completion.
 - (ii) The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
 - (iii) Further to the requirements of the Contract, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.
 - (iv) All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
 - (d) Indemnification By Consultant
 - (i) The Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.
 - (e) Records Retention and Audits
 - (i) The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Final Completion. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

- (ii) The Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Final Completion, all records, documents, and contracts referred to in B12.7(e)(i) for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- (f) Other Obligations
 - (i) The Consultant consents to the City providing a copy of the Contract documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
 - (ii) If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
 - (iii) The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- (g) The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

B13. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B13.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing referee services on two (2) projects of similar complexity, scope and value.

B13.2 For each project listed in B13.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost;
- (d) duration of the project;
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).
 - (i) References may be used to confirm the information provided.
 - (ii) Incorrect or out of date contact information may negatively impact the evaluation.

B13.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B13.2.2 If more than two (2) projects are submitted, only the first two (2) referenced projects will be evaluated.

B13.3 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.

B14. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B14.1 Describe your approach to overall team formation and coordination of team members.
- B14.1.1 Include an organizational chart for the Project identifying the roles of each of the Key Personnel including:
- (a) team lead referee (Refer to C8.3 in Attachment 1);
 - (b) legal referee (Refer to B5.8); and
 - (c) other assistant referees, if applicable.
- B14.1.2 The Key Personnel identified in B14.1.1 will be the Referee Personnel listed in Appendix B of the Referee Agreement, attached in Attachment 1.
- B14.1.3 If applicable, a Key Personnel may fill multiple roles.
- B14.2 Describe the experience of the Key Personnel with respect to:
- (a) providing referee services on projects in Canada similar to the Project over the past ten years.
- B14.3 Further to B5.8, describe the Key Personnel's:
- (a) knowledge of applicable codes, laws, standards and practices;
 - (b) working knowledge of legal terms and the principles of contractual interpretation; and
 - (c) working knowledge in any applicable disciplines (such as architectural, geotechnical and hydrological, civil, structural, mechanical, electrical, or automation).
- B14.4 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 construction, 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 B14.1.1.
- B14.5 For each person identified, list at least two 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 B13, 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).
 - (i) References may be used to confirm the information provided.
 - (ii) Incorrect or out of date contact information may negatively impact the evaluation.

B15. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B15.1 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.
- B15.2 Methodology should be presented in accordance with the anticipated scope of Services identified in B12 and in the Referee Agreement, attached as Attachment 1 of this RFP.
- B15.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B15.4 Proposals should address:

- (a) a description of the Proponent team's approach to the provision of referee services generally and specifically in relation to the location and nature of the Project, including the Proponent's approach and methodology for identifying key issues and solving problems;
- (b) a description of Key Personnel's roles and responsibilities, their respective time commitments, and their availability during the Project;
- (c) any proposed subcontractors or third parties the Proponent intends to engage in connection with the provision of the Services; and
- (d) any other issue that conveys your team's understanding of the Project requirements.

B16. AUTHORITY TO CARRY ON BUSINESS

B16.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

B17. ELIGIBILITY

B17.1 As a result of having provided technical and consulting services for the North End Sewage Treatment Plant (NEWPCC) Upgrade: Headworks Facilities Project in relation to this Project, the following Persons are not eligible to be a Proponent, participate as team members of a Proponent, or act as advisors to a Proponent or to any of its team members or to otherwise participate in the development and preparation of Proposals for the Project:

- (a) Veolia;
- (b) AECOM Canada Ltd. in association with Stantec Consulting Ltd., including the following subconsultants;
 - (i) Dr. Jan Oleszkiewicz, P.Eng.;
 - (ii) Louis Berger (now part of WSP);
 - (iii) Northgate CPM Consulting Inc.;
 - (iv) ODC Synergy Inc.;
 - (v) WPC Solutions Inc.;
 - (vi) Friesen Drillers Ltd.; and
 - (vii) Deloitte LLP;
- (c) P1 Consulting Inc.;
- (d) Blake, Cassels & Graydon LLP;
- (e) Hanscomb Limited;
- (f) Aecon/Oscar Renda Joint Venture;
- (g) Graham/PCL Joint Venture;
- (h) any former or current employee of the City or of any consultant named above who through his/her employment by the City was involved in the development of the general NEWPCC Upgrade Project or the development of the Headworks request for proposals; and
- (i) any member of Council, any dependent of any member of Council or any other person in which any member of Council or his/her dependent could be seen to have a pecuniary interest or indirect pecuniary interest, as set out in the Municipal Council Conflict of Interest Act.

B17.2 A Proponent may be disqualified if any of the above-noted ineligible persons participate in the development and preparation of the Proponent's Proposal for this RFP.

B18. DISCLOSURE

B18.1 Various Persons provided information or services with respect to this RFP. 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 Persons is listed below.

B18.2 The Persons are:

- (a) N/A

B19. CONFLICT OF INTEREST AND GOOD FAITH

B19.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B19.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B19.3 In connection with its Proposal, each entity identified in B19.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B19.4 Without limiting B19.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B19.5 Without limiting B19.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B19.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B19.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B20. QUALIFICATION

B20.1 The Proponent shall:

- (a) be financially capable of carrying out the terms of the Contract; and
- (b) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract.

B20.2 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B20.3 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 programming; design, management of construction and contract administration for architectural and/or engineering 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);
- (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.

B20.4 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.

B20.5 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.

B21. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B21.1 Proposals will not be opened publicly.

- B21.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B21.3 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).
- B21.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B21.4 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.

B22. IRREVOCABLE OFFER

- B22.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Proposal.
- B22.2 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 for the time period specified in Paragraph 11 of Form A: Proposal.

B23. WITHDRAWAL OF OFFERS

- B23.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B24. INTERVIEWS

- B24.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B25. NEGOTIATIONS

- B25.1 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.
- B25.2 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.
- B25.3 If, in the course of negotiations pursuant to B25.2, 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.

B26. EVALUATION OF PROPOSALS

- B26.1 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 B20: (pass/fail)

- | | |
|--|-----|
| (c) Fees; (Section B) | 50% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 5% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 40% |
| (f) Project Understanding and Methodology (Section E) | 5% |

- B26.2 Further to B26.1(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.
- B26.3 Further to B26.1(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 qualified.
- B26.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B26.1(a) and B26.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B26.5 Further to B26.1(c), Fees will be evaluated based on Fees submitted in accordance with B11.
- B26.6 Further to B26.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B13.
- B26.7 Further to B26.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B14.
- B26.8 Further to B26.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B15.
- B26.9 Notwithstanding B26.1(d) to B26.1(f), where Proponents fail to provide a response to B9.2(a) to B9.2(c), the score of zero may be assigned to the incomplete part of the response.
- B26.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B24.
- B26.11 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B27. AWARD OF CONTRACT

- B27.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B27.2 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 qualified, and the Proposals are determined to be responsive.
- B27.2.1 Without limiting the generality of B27.2, 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.

B27.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B27.7 Further to Paragraph 7 of Form A: Proposal, the successful Proponent will be provided with Contract documents for execution.

- (a) The Proponent shall execute the Contract in the manner stipulated by the City Solicitor and return the Contract, within seven (7) Calendar Days of receipt of the Contract, to the attention of the City Solicitor at the following address or facsimile number:

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

Facsimile No.: (204) 947-9155

B27.8 The form of Contract with the City of Winnipeg and Design Builder will be substantially based on the Referee Agreement provided in Attachment 1. However, further to B5.5, Proponents are advised that the terms of the Contract are not yet finalized and are subject to negotiation and confirmation as between the City and Design Builder. In this regard, Attachment 1 is provided for the Proponents' information only at the time that this RFP is issued, and may be updated by Addenda in the event that the Referee Agreement is agreed to as between the City and Design Builder prior to the Submission Deadline.

ATTACHMENT 1 – REFEREE AGREEMENT (ATTACHED SEPARATELY)