



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 715-2022

**NEWPCC AND SEWPCC MEDIUM VOLTAGE EQUIPMENT MAINTENANCE
SERVICE CONTRACT**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices
- Form N: Price Adjustments

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	3
B8. Proposal Submission	4
B9. Proposal	4
B10. Prices	5
B11. Price Adjustment Proposal (Form N)	6
B12. Experience of Proponent and Subcontractors (Section C)	7
B13. Experience of Key Personnel Assigned to the Project (Section D)	7
B14. Project Understanding and Methodology and Draft PAP (Section E)	9
B15. Project Schedule (Section F)	9
B16. Key Metrics (Section G)	10
B17. Sample Maintenance Report	10
B18. Eligibility	10
B19. Disclosure	10
B20. Conflict of Interest and Good Faith	10
B21. Qualification	11
B22. Opening of Proposals and Release of Information	13
B23. Irrevocable Offer	13
B24. Withdrawal of Offers	13
B25. Interviews	13
B26. Negotiations	13
B27. Evaluation of Proposals	14
B28. Evaluated Bid Price	15
B29. Award of Contract	15

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Services	1
D3. Cooperative Purchase	6
D4. Definitions	6
D5. Relevant Document	8
D6. Contract Administrator	8
D7. Contractor's Supervisor	8
D8. Accessible Customer Service Requirements	8

Submissions

D9. Authority to Carry on Business	9
D10. Safe Work Plan	9
D11. Insurance	9
D12. Detailed Prices	10
D13. Subcontractor List	10

D14. Equipment List	10
D15. Detailed Work Schedule	10
Schedule of Work	
D16. Commencement	11
D17. Working Days	11
D18. Critical Stages	12
D19. Liquidated Damages	12
D20. COVID-19 Schedule Delays	13
D21. Scheduled Maintenance	13
Control of Work	
D22. Job Meetings	13
D23. The Workplace Safety and Health Act (Manitoba) – Qualifications	14
D24. Safety	14
D25. Site Cleaning	14
D26. Inspection	15
D27. Deficiencies	15
D28. Orders	15
D29. Records	15
Measurement and Payment	
D30. Invoices	16
D31. Payment	16
Warranty	
D32. Warranty	16
Dispute Resolution	
D33. Dispute Resolution	16
Third Party Agreements	
D34. Funding and/or Contribution Agreement Obligations	17
PART E - SPECIFICATIONS	
General	
E1. Applicable codes, standards, references and Drawings	1
E2. Background	1
E3. Services	2
E4. Completion of Work	4
E5. Maintenance Report	5
PART F - APPENDICES	
F1. Use of Appendices	1
F2. Appendix A – Non-Disclosure Agreement	1
F3. Appendix B – Equipment List	1
F4. Appendix C – Cable Schedules	1
F5. Appendix D – Maintenance Schedules and Checklists	1
F6. Appendix E – Form I: Detailed Prices	1
F7. Appendix F – Form J: Subcontractor List	1
F8. Appendix G – Wastewater Service Contractor Environmental Preservation and Compliance Package (CEPCP)	1
F9. Appendix H – Form K: Equipment (To be completed after Contract Award)	1
F10. Appendix I – Form L: Detailed Work Schedule (To be completed after Contract Award)	1

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 NEWPCC AND SEWPCC MEDIUM VOLTAGE EQUIPMENT MAINTENANCE SERVICE CONTRACT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 23, 2023.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site at the North End Water Pollution Control Centre (NEWPCC) and South End Water Pollution Control Centre (SEWPCC) to provide Proponents access to the Site.

(a) NEWPCC on January 11, 2023 from 10:00 am to 12:00 pm.

(b) SEWPCC on January 12, 2023 from 9:00 am to 11:00 am.

B3.2 The Proponents are requested to register for the site Investigation by contacting the Contract Administrator with the preferred site visit date they plan to attend at least 24 hours prior to the site visit date. The Proponents are requested to meet and park in the designated Visitor Parking stalls at the site main building.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B3.4 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect his/her Proposal or his/her performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.5 The Proponent is advised that The Proponent is advised that they must have their own PPE including but not limited to CSA approved footwear, hard hat, safety glasses and high visibility clothing prior to accessing the site.

B3.6 The Proponent is responsible for determining:

(a) the nature of the surface and subsurface conditions at the site;

(b) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;

(c) the nature, quality or quantity of the Plant needed to perform the Work;

(d) all matters concerning access to the site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and

(e) all other matters which could in any way affect Their Proposal or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.

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

Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that they have 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.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.1.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- (f) Any Substitution or proposed Work plan that meets original OEM warranty requirements as some apparatus have 5 year warranties.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.

B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B27.

B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
 - (c) Form N: Price Adjustments.
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B12;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B13;
 - (c) Project Understanding and Methodology (Section E) in accordance with B14;
 - (d) Project Schedule (Section F) in accordance with B15;
 - (e) Key Metrics (Section G) in accordance with B16;
 - (f) Sample Maintenance Report including test result in accordance with B17;
 - (g) Completed Forms:
 - (i) Form I: Detailed Prices in accordance with D12
 - (ii) Form J: Subcontractor List in accordance with D13
- B8.3 Further to B8.1 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.
- B8.4 Further to B8.2, 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.
- B8.5 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
- B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B27.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/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.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 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.

B10. PRICES

- B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices as indicated in E3.3 and Form N: Price adjustments. Price indicated shall include the cost for incidental consumables and parts as required for the Work.
- B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices stated in response to B10.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D34. Any such costs shall be determined in accordance with D34.
- B10.2 The Proponent must provide the price for carrying out each task of Planned and Preventive Maintenance Works for a period of six years as indicated in Form B: Prices as follows:
- (a) Year 1
 - (b) Year 2
 - (c) Year 3
 - (d) Year 4
 - (e) Year 5
 - (f) Year 6
 - (g) Total price for six years
- B10.3 The quantities listed on items 11, 12, 13 and 14 on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

- B10.4 Although the Contract is fixed for the first two (2) years, the City has an option for extending the Contract as indicated in D2.1. The prices on Form B: Prices are to be evaluated for the entire six (6) years.
- B10.5 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.6 The Proponent should include the travel costs in each price indicated in Form B: Prices. It is assumed that this cost is for a daily single travel cost to and from the facility.

B11. PRICE ADJUSTMENT PROPOSAL (FORM N)

- B11.1 The Proponent shall complete Form N: Price Adjustment Proposal, making all required entries.
- B11.2 Provision of a price adjustment Proposal is a mandatory requirement.
- B11.3 The Price Adjustment Proposal is applicable to all products and services in this Request for Proposal.
- B11.4 The price in effect shall be based upon the date that the purchase order is submitted to the Contractor.
- B11.5 Fixed Price Period
- B11.5.1 The prices indicated on Form B: Prices will be fixed through to December 31, 2024.
- B11.5.2 No escalation of prices will be permitted during this period for any cause.
- B11.6 Price adjustments will occur annually with the first adjustment taking effect on January 1, 2025.
- B11.7 Complete Form N: Price Adjustment Proposal to indicate the method, and details of price determination after the expiration of the fixed prices.
- B11.8 Fixed Escalation Rate
- B11.8.1 If the Price Adjustment is proposed to be based on a Fixed Escalation Rate, the following shall apply:
- (a) Contract prices for equipment and/or service will remain firm through the Fixed Price Period.
 - (b) Price adjustments will take effect annually starting January 1, 2025.
 - (c) Price adjustments will be made in accordance with the percentage change indicated on Form N.
 - (d) Provision of a fixed escalation rate is mandatory through until December 31, 2028.
 - (e) In the event that an escalation rate is not proposed for a given year:
 - (i) The actual escalation rate to be utilized will be negotiated with the City.
 - (ii) The Proposal will be evaluated in accordance with B28.2.1(b).
- B11.9 Indexed Price Adjustment
- B11.9.1 If the Price Adjustment is proposed to be based on Indexed Price Adjustment, the following shall apply:
- (a) Contract prices for equipment and/or service will remain firm through the Fixed Price Period.
 - (b) Price adjustments will take effect annually after the Fixed Price Period expires, with the first adjustment on January 1, 2025.
 - (c) Price adjustments will be made in accordance with the percentage change in the referenced index, as per Form N.

- (d) The price adjustment rate will be determined by comparing the percentage difference between the index in effect on the date of the Bid Submission Deadline and the latest index data available thirty (30) Calendar Days prior to the new prices taking effect. The percentage difference between the two index values will be the price adjustment rate from the original fixed prices.

B12. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B12.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing up to three (3) projects of similar complexity, scope and value.
- (b) In case that Proponent and subcontractor uses third-party lab, the Proponent must provide evidence and experience of the third-party lab that meet the following criteria:
 - (i) Proper accreditation.
 - (ii) Have experience and capability analyzing/ testing dissolved gas and natural ester oils.
 - (iii) Have experience specifically testing and reporting on Transformer oil for a period of more than 5 years.

B12.2 For each project listed in B12.1(a), the Proponent should submit:

- (a) Description of the project;
- (b) Role of the Proponent;
- (c) Type of maintenance and testing performed;
- (d) Voltage class of equipment;
- (e) Project's original contracted cost and final cost;
- (f) Plan and schedule (anticipated Project schedule and actual project delivery schedule);
- (g) Project owner;
- (h) Reference information (two names per project) that meet the following requirement:
 - (i) Reference persons should have worked directly on the reference projects described, such as the Project Manager or the Contract Administrator.
 - (ii) Each reference should include the reference organization name, the reference person name, the reference position title/function, email address, and telephone number.
 - (iii) References shall be persons who are not members of the Proponents organization or have a financial invested interest in the Proponents organization.

B12.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B12.3 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 Subcontractors.

B12.4 The Proposal should include sample reports and checklists completed as part of one of the reference projects listed in B12.1(a). If sample reports can't be provided due to privacy issues provide report and checklist templates" to determine the Proponent experience in creating reports and completing checklists.

B13. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B13.1 Key personnel for this Project are defined as the following position:

- (i) The Project Manager who will be controlling the Works;

- (ii) A technical specialist in the maintenance of type of Medium Voltage (MV) Equipment indicated in the equipment lists;
- (iii) Senior Specialist in Predictive and Corrective maintenance on MV Equipment.

B13.2 Key personnel proposed for this Works should be service technicians with five (5) years of experience in performing Maintenance Works and tests with similar scope and complexity for Medium Voltage (MV) equipment indicated in this Proposal. The key personnel require an electrician's license and/or a limited specialized trade electricians' license and preferred to have NETA certification. The key personnel shall be familiar with and able to provide training for technicians in performing the tasks indicated in the Maintenance Schedule for NEWPCC and SEWPCC such as, but not limited to, the following:

- (a) Work with 66 kV SF6 breakers and disconnect switches
- (b) Turn ratio test
- (c) Winding resistance test
- (d) Insulation resistance test
- (e) SFRA
- (f) Tangent delta test
- (g) Doble Power Factor test
- (h) Bushing Current Transformer test
- (i) Neutral Grounding Resistance testing
- (j) Breaker timing test
- (k) Contact resistance test
- (l) Continuity test
- (m) Programming and firmware update of the relays (Contractor shall demonstrate working experience with listed relays or their manufacturers)
- (n) IR scan for hot spots
- (o) Hi-pot tests
- (p) Performing radiography inspection
- (q) Proper handling, filling, and removal of SF6 gas and transformer oil.

B13.2.1 Include an organizational chart indicating key personnel for the Project.

B13.3 Submit the experience and qualifications (including certificates) of the Key Personnel assigned to the Project to demonstrate experience with projects of similar complexity, scope and value. Include educational background and degrees, professional recognition, job title, years of experience in current position 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 B13.2.1.

B13.4 Proponent should submit the required certification and CV of each personnel proposed for performing the tasks indicated in B13.2 such as the following but not limited to:

- (a) Level 1 Thermography certification for technicians to do the IR scans.
- (b) Level 2 Analyst certification for the supervisor

B13.5 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B12, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Name and description of the project;
- (b) Role of the person;
- (c) Project Owner;

- (d) Reference information (two names per project) that meet the following requirement:
 - (i) Reference persons should have worked directly on the reference projects described, such as the Project Manager or the Contract Administrator.
 - (ii) Each reference should include the reference organization name, the reference person name, the reference position title/function, email address, and telephone number.
 - (iii) References shall be persons who are not members of the Proponents organization or have a financial invested interest in the Proponents organization.

B14. PROJECT UNDERSTANDING AND METHODOLOGY AND DRAFT PAP (SECTION E)

- B14.1 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.
- B14.2 Methodology should be presented in accordance with the Scope of Services identified in D2. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B14.3 Proposals should address:
 - (a) the team's understanding of the broad functional and technical requirements;
 - (b) the specific hours and equipment used for the Prices outlined in Form B: Prices;
 - (c) the methodology section will be used as the initial DRAFT PAP for the NEWPCC and SEWPCC Maintenance Work for Switchyard MV equipment and cables;
 - (d) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>; and
 - (e) any other issue that conveys your team's understanding of the Project requirements.
- B14.4 For each person identified in B13.3, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B15. PROJECT SCHEDULE (SECTION F)

- B15.1 The Proponent's schedule should include critical dates for review and approval processes by the City. Reasonable times should be allowed for completion of these processes. As the dates indicated in the schedule approach, the Contractor should contact the City's Contract Administrator as indicated in D6.1 to confirm that the dates are still valid.
- B15.2 At a minimum the Proposal should include:
 - (a) Anticipated number of business days and proposed start time for NEWPCC Maintenance Work, divided into the two halves of distribution.
 - (b) Anticipated number of business days and proposed start time for SEWPCC Maintenance Work, divided into the two halves of distribution.
 - (c) Total estimated hours per year used for Form B: Prices.
 - (d) Anticipated report delivery date for all testing forms.
 - (e) Anticipated date of identification of firmware updates and impacts for protection relays at SEWPCC.
 - (f) Anticipated return of oil testing results.

B16. KEY METRICS (SECTION G)

- B16.1 The Proponent should provide the following metrics to aid the City in evaluating the Proponent's resources and capabilities. For each metric, indicate whether it is the Proponent or Subcontractor:
- (a) The Proponent's organization and management structure with a listing of the Proponent's office;
 - (b) Current number of employees in the Proponent's organization available at any given time who can work on these Maintenance Work (Preventive, Predictive, and Corrective Maintenance Works);
 - (c) List of personnel eligible to come and work at NEWPCC and SEWPCC facility if required during unscheduled Maintenance Works; and
 - (d) Name and contact info of the key personnel available 24/7 that can be contacted for unscheduled Works.

B17. SAMPLE MAINTENANCE REPORT

- B17.1 The Proponent should provide a sample maintenance report along with the Proposal.

B18. ELIGIBILITY

- B18.1 As a result of having provided services in relation to this Project, the following individuals and the companies with which they are currently employed 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) KGS Group – Adam Pawlikewich and Daniel Susanto
- B18.2 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 NEWPCC and SEWPCC Medium Voltage Equipment Maintenance Service Contract.

B19. DISCLOSURE

- B19.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B19.2 The Persons are:
- (a) Veolia North America personnel
 - (i) Provided maintenance feedback during RFP preparation.
 - (b) Shermco Industries Canada Inc.
 - (i) Provided preventative maintenance information to the switchyard grounding grid for NEWPCC and SEWPCC.

B20. CONFLICT OF INTEREST AND GOOD FAITH

- B20.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B20.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work 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.

B20.3 In connection with its Proposal, each entity identified in B20.2 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 Contract Administrator; 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.

B20.4 Without limiting B20.3, 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.

B20.5 Without limiting B20.3, 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 Work 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 Work that fails to comply with any requirements prescribed by the City pursuant to B20.4 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.

B20.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B21. QUALIFICATION

B21.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B21.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B21.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work;
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B21.5 and D8).
- B21.4 Further to B21.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B21.5 Further to B21.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B21.6 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B21.7 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B22. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B22.1 Proposals will not be opened publicly.

B22.2 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.

B22.3 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).

B22.3.1 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.

B22.4 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 Contract Administrator.

B23. IRREVOCABLE OFFER

B23.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B23.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B24. WITHDRAWAL OF OFFERS

B24.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B25. INTERVIEWS

B25.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B26. NEGOTIATIONS

B26.1 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.

B26.2 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.

B26.3 If, in the course of negotiations pursuant to B26.2, 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.

B27. EVALUATION OF PROPOSALS

- B27.1** 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 Subcontractors, if any, pursuant to B21: (pass/fail)
 - (c) Price Adjustment Proposal (Form N) (pass/fail)
 - (d) Evaluated Bid Price (Form B: Prices) 40%
 - (e) Experience of Proponent and Subcontractor; (Section C) 20%
 - (f) Experience of Key Personnel Assigned to the Project; (Section D) 10%
 - (g) Project Understanding and Methodology and Draft PAP (Section E) 15%
 - (h) Project Schedule. (Section F) 5%
 - (i) Key Metrics (Section G) 5%
 - (j) Sample Maintenance Report (B17) 5%
- B27.2** Further to B27.1(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.
- B27.3** Further to B27.1(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.
- B27.4** If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B27.1(a), B27.1(b) and B27.1(c) the Proposal will be determined to be non-responsive and will not be further evaluated.
- B27.5** Further to B27.1(d), the Evaluated Bid Price shall be the sum of the quantities multiplied by the unit price for each item shown on Form B: Prices and the estimated total escalation as indicated in B28.2. The Contract will be awarded for the first two (2) years. The Price for Year Three (3) to Year Six (6) will be used for evaluation only and the potential subsequent award of those years will be determined at a later date.
- B27.6** Further to B27.1(e), Experience of Proponent and Subcontractors 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 B12.
- B27.7** Further to B27.1(f), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B13.
- B27.8** Further to B27.1(g), 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 B14.
- B27.9** Further to B27.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.
- B27.10** Further to B27.1(i), Key Metrics will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B16.
- B27.11** Further to B27.1(j), Sample Maintenance Report will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B17.

- B27.12 Notwithstanding B27.1(e) to B27.1(j), where Proponents fail to provide a response to B8.2(a) to B8.2(g), the score of zero may be assigned to the incomplete part of the response.
- B27.13 Proposals will be evaluated considering the information in the Proposal Submission.
- B27.14 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.

B28. EVALUATED BID PRICE

- B28.1 The subtotal bid price will be calculated based upon Form B: Prices as the sum of the estimated quantities multiplied by the unit prices for all items in Form B: Prices.
- B28.2 The estimated total escalation for each year will be based upon the Proponent's Price Adjustment Proposal in Form N.
- B28.2.1 If the Price Adjustment is proposed to be based on a Fixed Escalation Rate, the following shall apply:
- (a) The calculation of the Evaluated Bid Price will utilize the indicated escalation values indicated on Form N.
 - (b) In the event that a percentage price increase is not proposed for a given year on Form N, the annual escalation assumed for the purpose of bid evaluation will be the maximum price increase for the respective year from all other responsive bids, or 7%, whichever is greater.
- B28.2.2 If the Price Adjustment is proposed to be based on Indexed Price Adjustment, the following shall apply:
- (a) An annual escalation rate of 3.0% or the average change of the last five years of the index, whichever is greater, will be assumed for the calculation of the Evaluated Bid Price.
- B28.3 In the event that, in the Award Authority's opinion, a specified component of the Form B: Prices appears to be missing, the Award Authority may:
- B28.3.1 Deem the bid nonresponsive in accordance with B27.2; or
 - B28.3.2 Utilize for the purpose of Bid Evaluation, the average price for the item of the other responsive Bids; or
 - B28.3.3 In the event that the product specified is adequately addressed by other products in the Proponent's Proposal, a price of zero will be utilized for the corresponding line item.

B29. AWARD OF CONTRACT

- B29.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B29.2 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.
- B29.2.1 Without limiting the generality of B29.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B29.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B29.4 Further to Paragraph 7 of Form A: Bid/ Proposal and C4, the City may issue an award letter to the successful Proponent.
- B29.5 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.
- B29.6 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 terms of D34 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B29.7 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B29.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent 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 Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall be on an as-required basis from the City to include performing predictive and preventative maintenance inspections and testing of all medium voltage equipment and cables located in the Switchyard at the South End Pollution Control Centre (SEWPCC) and North End Pollution Control Centre (NEWPCC). The Work is described in D2.8 and E3 and as directed by the City for the period from date of award until December 31, 2024 with the option of four (4) mutually agreed upon one (1) year extensions.

- (a) Refer to Appendix B listed in F3 for the Switchyard Equipment List for NEWPCC and SEWPCC.
- (b) Refer to Appendix C listed in F4 for the MV Cables Schedules for NEWPCC and SEWPCC.
- (c) Refer to Appendix D listed in F5 for the Maintenance Schedules and Checklist for NEWPCC and SEWPCC.

D2.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The inspections and testing procedures shall be performed based on NETA MTS, O & M manuals and industry best practice and documented in detail on equipment at regular intervals including every year, every two (2) years, every three (3) years, and every five (5) years or as indicated in the Maintenance Schedule. It is estimated that there will be two (2) major shutdowns per year for each facility to accommodate the testing.

D2.3 As an item under this Contract, the Contractor will provide a Proposed Annual Plan (PAP) no later than 1st of October of the previous year for each service year for each site when requested by the Contract Administrator. This plan will be reviewed by the Contract Administrator and adjusted with the Contractor to become the Approved Annual Plan (AAP). The Contractor will perform each portion of the Annual Work in accordance with the Approved Annual Plan.

D2.4 The Contractor shall provide the Contract Administrator the following for the additional Work requested prior to starting the Works:

- (a) The Contractor shall submit a quoted price and the schedule for performing the additional Works.
- (b) Inform the Contract Administrator in writing if there is a good reason for not performing the Work; otherwise, it is deemed that the Contractor will perform the Work requested.

D2.5 The Contractor will also perform Work on an on-demand basis as requested by the Contract Administrator either on a rate basis as outlined in Item 11 and 13 of Form B: Prices or an Emergency Basis as outlined in Item 12 and 14 of Form B: Prices.

- D2.6 Contractor is to follow manufacturers maintenance recommendations during the warranty period including predictive maintenance monitoring and move towards a reliability-based maintenance approach after warranty periods have expired. Contractor will provide advice and recommendations in detail with respect to optimizing the maintenance plan.
- D2.7 The Contract Administrator will arrange for temporary shutdowns for the Contractor to perform equipment maintenance activities. The Contractor is to provide their own necessary equipment to perform the Work such as man/ scissor lift, ladders, PPE equipment, etc. including temporary trailer (if required). If the Contractor is expected to have a temporary trailer at site, the cost for temporary trailer rental shall be included in the Form I: Detailed Prices.
- D2.8 The major components of the Work are as follows:
- (a) The annual planning portion of the Work shall be as follows:
 - (i) For each site, NEWPCC and SEWPCC, each year the Contractor will issue a draft Proposed Annual Plan (PAP) to the Contract Administrator no later than October 1st for the following year.
 - (ii) For each year, the draft PAP will include the following:
 - (i) A separate plan will be provided for each facility.
 - (ii) All tests and maintenance activities to be performed on all equipment required for the maintenance of product warranty as outlined within the O & M manual and maintenance schedule checklists. This shall also include other activities related to Maintenance Work such as MV cable maintenance related to the equipment.
 - (iii) All tests as recommended test for the periods specified within the O & M manual and Maintenance Schedule Checklists.
 - (iv) All required equipment needed to perform services.
 - (v) All identified firmware updates available at SEWPCC switchyard for all electronic, protection and associated devices, recommendations on if the firmware updates should be installed, and associated re-testing work for upgrades to any critical protection components. If firmware upgrade requires setting changes, the Contractor is to ask approval from the City prior to install the firmware upgrade.
 - (vi) Splitting of activities into two outage periods to allow the City to operate on reduced redundancy during testing, but minimizing outages in any areas. For the equipment connected to Bank 1 and Bank 2, the Contractor is to split this group in half (or by the best proposed arrangement) by conducting maintenance activities for half of the equipment during Bank 1 shutdown and the other half during Bank 2 shutdown.
 - (vii) A proposed scheduling of the outages for testing. It is anticipated that the shutdown will happen in summer up to winter season and not before or during flood season.
 - (viii) Proposed testing equipment to be used along with other equipment required for the Work such as temporary power, PPE, temporary grounding, etc. and copies of calibration certificates of testing equipment.
 - (ix) Proposed equipment to be tested during the shutdown period by highlighting them on the Single Line Diagram so that the Contract Administrator will understand which equipment to be de-energized and can minimize the impact to the facility.
 - (x) Verification of the costing of the activities for review and adjustment by the City.
 - (iii) Upon receipt of the Draft PAP, the Contract Administrator will review it and arrange a meeting with the Contractor to make adjustments to align testing and maintenance with City needs. This meeting will be the PAP Review Meeting. Based on this meeting, the Contractor shall submit a final PAP with updated budgets and schedule items.

- (iv) The Contract Administrator will review the Final PAP, and if accepted the Contract Administrator will give authorization to proceed. This will become the Approved Annual Plan (AAP).
 - (v) When issued, the AAP is considered an authorization to proceed on the portions of Works identified in the AAP.
 - (vi) Preparation of the Draft PAP, Final PAP and AAP shall be included as the Work for "NEWPCC Annual PAP/AAP Planning" and "SEWPCC Annual PAP/AAP Planning and Firmware identification" on Form B: Prices.
 - (vii) The City reserves the right to release only portion of the PAP as AAP, and the right to not release any of the Work, if there is no agreement on the scope.
 - (viii) The Contract Administrator also reserves the right to not proceed with releasing the authorization to start the Draft PAP.
- (b) Once the AAP is issued by the Contract Administrator, the Contractor will proceed with the portion of the Work as directed by the City, and as outlined below in section D2.9.
 - (c) The Contract will also be used for On Demand Services. These services will be individual items for maintenance or testing or hourly services as needed requested by the City. On Demand Services will be based on a request to the City for the Work. On receipt of a Request for On Demand Services (RODS), the Contractor shall provide an estimate of hours and costs required to perform the Work based on the hourly rate indicated in Form B: Prices and equipment rate indicated in Form I. Based on the costs the City will provide approval to proceed with the RODS. The Contractor shall not proceed with RODS, until received approval from the Contract Administrator.
 - (d) The Contract may also be used for Emergency Services. These services will be varied emergency items, typically related to issues with the MV equipment. Requests for Emergency Services shall be executed immediately, but the Contractor shall be required to get the Contract Administrator or their designate, to sign off on hours expended and equipment used during emergency services. Within five (5) Business Days, the Contractor will provide a report and invoice for the Work to the Contract Administrator, detailing the Work completed with hours; staff; equipment used.
 - (e) The Contractor may also be used for other maintenance activities such cleaning the switch yard area including snow removal on some area of the switchyard such as the entrance/exit doors and gates and other areas that requires snow removal for maintenance and operations activities. This service will be requested by the Contract Administrator or his/her designate (site contact) on as needed basis. On receipt of a work request, the Contractor shall provide an estimate of hours and costs required to perform the Work based on the hourly rate indicated in Form I. Based on the costs the City will provide approval to proceed with the work request. The Contractor shall not proceed with the work request until received approval from the Contract Administrator.

D2.9 Execution of the Work shall be as follows:

- (a) The Contractor is to provide qualified personnel and required equipment (including safety equipment) for performing maintenance and required testing on the listed MV equipment.
- (b) All Works to be performed at site must be authorized by the Contract Administrator or his/her designate (site contact) prior to commencement of the Work. Contract Administrator designate will be provided at contract award and updated by the Contract Administrator from time to time. The Contractor must submit the Safe Work Procedure for the equipment to be maintained for approval to the Contract Administrator or the site contact. After the Safe Work Procedure has been approved, the City will de-energized the equipment/ system. The Contractor is to confirm all on-site Work with the Contract Administrator or the site contact upon arriving at site and is responsible for lock out and tag out procedure themselves. Where the maintenance for 66 kV equipment is required, the City will coordinate with Manitoba Hydro in de-energizing the incoming line prior to the start of the Work. Isolation of the City's 66 kV system is to be completed by the Contractor.

- (c) After completing the Work, the Contractor must submit the signed maintenance schedule checklist (two hard copies) for all assets they worked on to the Contract Administrator or his/ the site contact for the facility prior to leaving the facility.
- (d) The Contractor is responsible for consumables required for Maintenance Work, where the City has the incidental consumables required the Contractor should use the City consumables and replenish afterward as required. The cost for these consumables is to be included in the price provided by the Contractor to the City.
- (e) The Contractor is to submit to the City a list of major parts to be replaced. The City will procure any major parts required.
- (f) Clean the equipment and remove waste after the Maintenance Work has been completed.
- (g) The Contractor shall prepare and submit Maintenance Reports (electronically and three (3) hard copies) including as-found photographs upon completion of each maintenance interval activities. The Maintenance Reports shall be in accordance to E5. This maintenance report (including test report) is to be submitted to the City no longer than 3 months after the test has been conducted. If there are any errors found in the report, the Contractor is responsible to correct the error(s) in the report.
- (h) The Contractor is to prepare quotes for Corrective Works, contact information for personnel that are available 24/7 for unscheduled Corrective Work, hourly manpower and rental equipment rates for other tasks required by the City.
- (i) Under normal circumstances, in a service call out the Contractor must be at site within four (4) hours after being notified by the City. (two (2) hours is preferable). If the redundancy system is at fault (for example if only Bank 2 is available at site and there is fault in Bank 2), the Contractor must be at site in less than four (4) hours after being notified.
- (j) The Contractor is to submit the list of parts required for the scheduled and unscheduled Work (preventive, predictive, and corrective maintenance) to the City along with the estimated cost. The Contractor will check the City's stock with the City personnel. If the part is available in the City's stock, the Contractor is allowed to use it for Emergency Work. The Contractor is to submit the price for the replacement part and the City will have the option to buy the parts from the Contractor.
- (k) The Contractor will operate the MV equipment locally whenever the situation requires that the MV equipment including 66 kV equipment should be operated locally such as when the auto switching fails or when the remote switching is not available.
- (l) After the project has been awarded, the Contractor must complete NAC's safety program before being allowed to attend the SEWPCC site. The SEWPCC is undergoing a major capital upgrade and North American Construction Ltd. (NAC) have responsibility for safety as the Main Contractor. Equipment under the scope of this contract is located within the area under the control of NAC. All staff from the Contractor who are required to visit the SEWPCC facility, must complete NAC's safety program before being allowed to attend the site
- (m) After the contract award, the Contractor shall submit the plan for the Work to be performed for each facility for the first year of the contract to the City. This plan shall be based on the two scheduled shutdowns per year (Bank 1 shutdown and Bank 2 shutdown) for each facility and include the list of equipment that will be maintained, the list of Works to be performed based on the Maintenance Schedule, and the cost of each Work. For the equipment in Group 1 & 2 or other equipment, the Contractor is to split this group in half (or by the best proposed arrangement) by conducting maintenance activities for half of the equipment during Bank 1 shutdown and the other half during Bank 2 shutdown. The planned Work must avoid any interruption of the treatment process for the facility. The City will review the plan and will discussed with the Contractor the planned Work that will not be required or to be completed by the City personnel. The Maintenance Work shall begin after the City has agreed to the final plan and the cost.
- (n) Detailed electronic and hard copy reports with completed individual equipment test forms, deficiencies, recommended Maintenance Work and associated costs are to be submitted to the Contract Administrator. The list of tasks to be performed are listed in D2.8 and E3 of the RFP.

- D2.10 Corrective Maintenance Work shall be done on an "as required" basis during the term of the Contract.
- D2.10.1 The type and quantity of Corrective Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator.
- D2.10.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.10.3 The Contractor and subcontractor shall:
- (b) Comply with the Environmental Management Systems (EMS) Contractor's package of the Wastewater Services Division in Appendix G.
 - (c) Deliver EMS awareness training to employees and anyone who will be working on projects for the Wastewater Services Division (WWSD) through formal education, online training interactive training or work experience.
 - (d) Be aware of their obligation as stated in the Wastewater Services Division's Environmental Policy that provides overall direction for the WWSD's environmental performance and provides a framework for setting environmental objectives and targets. This policy can be found online through the City of Winnipeg Wastewater Services website:
<https://www.winnipeg.ca/waterandwaste/sewage/legislation.stm>.
 - (e) Provide detailed information of all steps that will be taken to ensure that the EMS requirements are met upon request.
 - (f) Identify and understand the environmental impacts of your work. Environmental impacts may include, but are not limited to:
 - (i) Depletion of natural resources
 - (ii) Conservation management and biodiversity
 - (iii) Soil contamination
 - (iv) Air emissions and pollution
 - (v) Water pollution
 - (vi) Noise pollution
 - (vii) Spills and releases
 - (viii) Disturbance to local community and fauna
 - (ix) Use of landfill spaces and waste management
 - (g) Be aware that the following Acts, Regulations, and By-laws may apply to the Work:
 - Federal**
 - (i) Canadian Environmental Assessment Act;
 - (ii) Canadian Environmental Protection Act;
 - (iii) Fisheries Act and Regulations;
 - (iv) Pest Control Products Act;
 - (v) Migratory Bird Convention Act; and
 - (vi) Transportation of Dangerous Goods Act and Regulations.
 - Provincial**
 - (i) The Dangerous Goods Handling and Transportation Act;
 - (ii) The Endangered Species Act;
 - (iii) The Environment Act;
 - (iv) The Fire Prevention Act;
 - (v) The Pesticides and Fertilizers Control Act;
 - (vi) The Manitoba Heritage Resources Act;
 - (vii) The Manitoba Noxious Weeds Act;
 - (viii) The Manitoba Nuisance Act;

- (ix) The Public Health Act;
- (x) The Red River Floodway Act;
- (xi) The Water Rights Act;
- (xii) The Workplace Safety and Health Act; and
- (xiii) Applicable associated regulations.

Municipal

- (i) Neighbourhood Liveability By-law
- (ii) Pesticide Management By-law
- (iii) Sewer By-law
- (iv) Solid Waste By-law
- (v) Water By-law
- (vi) The City of Winnipeg By-Law

D2.11 The City may have an inspector or their own personnel present during site Maintenance Work to witness the Work.

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) **“Approved Annual Plan” (AAP)** means the approved plan(s) which outlines the Work anticipated to be undertaken for the year at a site (SEWPCC or NEWPCC). The AAP is the City approved version of the Proposed Annual Plan (PAP).
- (b) **“Aspect Environmental”** means an environmental aspect which is an activity, product or service that can interact with the environment while environmental specifications can be implemented to prevent or mitigate these impacts.
- (c) **“As-left condition”** means the condition of the equipment as the Maintenance Work is completed.
- (d) **“Consumable”** means products that intended to be used up relatively quickly.
- (e) **“Contract Award Date”** means the date the Work is officially awarded.
- (f) **“CV”** means Curriculum Vitae
- (g) **“Hold Point”** means a timing item where the City retains the right to indicate that the Contractor shall stop and await approval from the City to proceed with further Work. At a Hold-Point, items could be identified simply for City inspection, or they could be identified for the Work to be halted and not proceed further with the Work or the associated Billing. The reason and type of the hold point should be addresses in the PAP/AAP.
- (h) **“Instream”** means waterway/waterbody
- (i) **“IR”** means infra-red
- (j) **“Medium Voltage equipment”** means equipment between 750 V to 100 kV
- (k) **“NEWPCC”** means North End Sewage Treatment Plant located at 2230 Main street, Winnipeg;
- (l) **“PAP”** means Proposed Annual Plan. It is the plan of Work prepared in both Draft and Final format, based on a WO, and as outlined in section D2.8(a).
- (m) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (n) **“Proposal”** means the offer contained in the Proposal Submission;
- (o) **“Proposal 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;
- (p) **“Request for On Demand Services” (RODS)** means a request provided by the City to be priced by the Contractor for on demand services as outlined in section D2.8(c).
- (q) **“Request for Proposal”** means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (r) **“SEWPCC”** means South End Sewage Treatment Plant located at 100 Ed Spencer Drive, Winnipeg;
- (s) **“SFRA”** means Sweep Frequency Response Analysis
- (t) **“Special tools”** means specific/ unique tools designed for specific equipment that is not commonly available/ owned by service provider.
- (u) **“Warranty period”** means the period in which the product is under warranty.
 - (i) For NEWPCC equipment:
 - (i) One (1) year for major equipment except for secondary clarifier
 - (ii) Five (5) years for transformers
 - (ii) For SEWPCC equipment:
 - (i) Four (4) years for major equipment
- (v) **“Watercourse”** means a natural or artificial channel through which water flows.
- (w) **“WO”** means Work Order.

D5. RELEVANT DOCUMENT

D5.1 Relevant documents and drawings listed in F1.1 are available by the request to the City's Contract Administrator after completion of the Non-Disclosure Agreement. These documents and drawings will be released at the sole discretion of the City.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:
Ryan Salunga, P. Eng.
Project Engineer
Water and Waste Department
Wastewater Service Division
Telephone No.:204- 451-5375
Email Address.: rsalunga@winnipeg.ca

D6.2 Before commencing the Work, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D7. CONTRACTOR'S SUPERVISOR

D7.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D7.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D7.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D8.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;

- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D10.3 Notwithstanding B21.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

D11.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) Commercial General Liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability clause, non-owned automobile liability and products, and completed operations cover, to remain in place at all times during the performance of the Work.
- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the 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) Builders Risk Policy, including testing and commissioning, written in the name of the Contractor and The City of Winnipeg.

D11.2 All Subcontractors performing work shall provide the Contractor with evidence of insurance as outlined in D11.1 (a) and (b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work. The Contractor shall provide the Contract Administrator with evidence of same prior to the commencement of any Work.

D11.3 Deductibles shall be borne by the Contractor.

D11.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement

of any Work on the site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

- D11.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D11.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.
- D11.7 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D12. DETAILED PRICES

- D12.1 Form I will be used for Equipment Rates and Hourly rates, the Contractor may add equipment rates as believed necessary. Hourly rates shall include all required equipment not included in specific hourly rental rates.
- D12.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. Completed Form I should be included with the Proposal submission but will not be evaluated by the City.
- D12.3 All items listed in Form I: Detailed Prices shall include all related Works, tools, etc. as outlined in E3.
- D12.4 Form I with Form N will be used when reviewing adjustments made to Form B: Prices over the course of the Contract and in preparation of the PAP and AAP.

D13. SUBCONTRACTOR LIST

- D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors (Form J: Subcontractor List) whom the Contractor proposes to engage for the Work. Completed Form J should be included with the Proposal submission but will not be evaluated by the City.

D14. EQUIPMENT LIST

- D14.1 The Contractor shall, within ten (10) Business Days after the Contract Award at the request by the Contract Administrator, provide the completed Form K: Equipment List to the City.
- D14.2 Contractor will ensure their test equipment is calibrated and certified by qualified lab.
- D14.3 Contractor shall submit the proof of valid calibration certificate for each equipment to be used to the Contract Administrator indicating the date when the equipment needs to be recalibrated after the contract award but before the Maintenance Work started.

D15. DETAILED WORK SCHEDULE

- D15.1 The Contractor shall, within ten (10) Business Days after the Contract Award at the request by the Contract Administrator, provide the completed Form L: Detailed Work Schedule to the City.
- D15.2 The detailed Work schedule shall consist of the following:
 - (a) The expected dates of the Works indicated in Form L and the number of crew performing the Works. These dates should match the PAP submitted with the Proposal as outlined in B13.2. This plan will be used for coordination and budgeting purposes (Work not guaranteed).
 - (b) The expected duration for doing the Works and the number of personnel doing the Work. This plan/schedule should be received by the City two (2) weeks prior to the schedule shutdown for review and agreement by site staff (Maintenance Planner).

- (c) In the event of corrective Work, Contractor shall submit a detail schedule to the City for approval prior to commencing the Work.

D15.3 For service requests, the City may have different requirements; the Contractor will need to adjust the schedule accordingly.

SCHEDULE OF WORK

D16. COMMENCEMENT

D16.1 The Contractor shall not commence any Work until he/she is in receipt of a Notice of Award from the City authorizing the commencement of the Work.

D16.2 The Contractor shall not commence any Work on the site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the Detailed Prices specified in D12;
 - (vi) the Subcontractor list specified in D13;
 - (vii) the Equipment list specified in D14;
 - (viii) the Equipment List specified in Appendix H – Form K;
 - (ix) the Detailed Work schedule specified in Appendix I – Form L;
 - (x) the direct deposit application form specified in D31.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D16.3 The Contractor is to provide PAP to the Contract Administrator for review.

D16.4 The Contractor shall not proceed on any Work outlined in a PAP until they have an AAP from the City.

D16.5 The Contractor shall not proceed on any RODS Work until they have submitted the appropriate estimates and received approval from the City.

D16.6 The Contractor shall proceed with Emergency Services immediately upon receipt of an Emergency Services Request. The Contractor shall be required to get the Contract Administrator or their designate to sign off on hours expended and equipment used during emergency services. The hourly rate for Emergency Services must be indicated in Form I.

D17. WORKING DAYS

D17.1 The Work shall be completed during normal working hours 7:30 am to 4:00 pm Monday to Friday, unless approved in writing by the Contract Administrator or designate.

D17.2 For unscheduled corrective Work, Contractor must obtain approval from the Contract Administrator prior to commencing the Work.

D17.3 Further to C1.1(ss), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.

- D17.4 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D17.5 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D17.6 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D18. CRITICAL STAGES

- D18.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) The Contractor shall submit the completed and signed Maintenance Checklist(s) to the Contract Administrator or site contact when the Work has been completed but before leaving the site.
 - (b) The Contractor shall submit a complete Maintenance Report along with the recommended action to the City no later than three (3) months after the test has been completed.
 - (c) The Contractor shall supply the PAP to the Contract Administrator for all facilities requested within three (3) weeks of the request for the PAP for the first year and by October 1st after that.
- D18.2 Sequence:
- (a) The Contractor shall not commence any Work on a Draft PAP prior to receiving direction (WO) from the City.
 - (b) Contractor prepares Draft PAP based on Schedule of fees.
 - (c) The City reviews and approves all or portions of the draft PAP.
 - (d) The approved portions of the draft PAP are updated by the Contractor to a final PAP.
 - (e) If approved by the City, Final PAP to convert to an AAP.
 - (f) Contactor proceeds.
 - (i) Per system per site basis.
 - (ii) Allows the City to release the system to the Contractor and approve Maintenance Work to be performed.
 - (iii) Submit the signed Maintenance Schedule checklist to the Contract Administrator and site contact before leaving the facility when the Works have been completed.

D19. LIQUIDATED DAMAGES

- D19.1 If the Contractor fails to achieve Critical Stages in accordance with the Contract by the days fixed herein for same, or fail to submit the requirements as outline on D18.1(a), D18.1(b), and D18.1(c) the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Two hundred dollars (\$200.00).
- D19.2 The amounts specified for liquidated damages in D19.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages or Total Performance by the days fixed herein for same.
- D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D20. COVID-19 SCHEDULE DELAYS

- D20.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor 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 Contract Administrator.
- D20.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D20.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D20.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D20.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D20.5 The Work schedule, including the durations identified in D18 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D20.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D21. SCHEDULED MAINTENANCE

- D21.1 If included in the AAP accepted by the City, the Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) as specified in Maintenance Schedule for NEWPCC;
 - (b) as specified in Maintenance Schedule for SEWPCC.
- D21.2 The City will provide available benchmark SAT reports to the Contractor. These applicable reports will be provided to the Contractor prior to the start of the Maintenance Work/ test.
- D21.3 Determination of Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D22. JOB MEETINGS

- D22.1 The following job meetings will be held at the site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work progress, schedule, and the need to make any revisions to the Work (including Work schedule). The progress of the Work will be reviewed at each of these meetings:
- (a) planning meeting based around the draft PAP (with Contract Administrator, site contact, and Maintenance Planner);

(b) job planning meetings at site level as required by the schedule.

D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D23.1 Further to B21.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B21.4.

D24. SAFETY

D24.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D24.2 The Contractor should be COR certified to perform work in Manitoba and able to comply with requirements stated in B21.4.

D24.3 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D24.4 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated.

D25. SITE CLEANING

D25.1 The Contractor is responsible for removal of hazardous material from site after the Work has been completed.

D25.2 Contractor shall ensure that surrounding surfaces in the Work area are not damaged by tools or materials. Contractor shall be responsible to replace and/or make repairs to the Contract Administrator's satisfaction any surface and/or equipment damaged during the Work.

D25.3 The Contractor shall maintain the site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other Contractors.

D25.3.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other Contractors and leave the site and the Work clean and suitable for occupancy by the City unless otherwise specified.

D25.3.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other Contractors.

D26. INSPECTION

- D26.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D26.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D27. DEFICIENCIES

- D27.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D27.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D27.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D27.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D27.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

D28. ORDERS

- D28.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D29. RECORDS

- D29.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D29.2 The Contractor shall record, as a minimum, for each equipment item and cables listed in the equipment lists and cable schedules for NEWPCC and SEWPCC:
- (a) order date(s);
 - (b) service date(s); and
 - (c) description and quantity of services provided.
- D29.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D30. INVOICES

D30.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204- 949-0864

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D30.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) completed Work for that month as documented by the Proposed Maintenance Service Report. It should indicate the name of personnel doing the Work and the hours spent for each task;
- (f) the amount payable with GST and MRST shown as separate amounts; and
- (g) the Contractor's GST registration number.

D30.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D31. PAYMENT

D31.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

WARRANTY

D32. WARRANTY

D32.1 Further to C13, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

DISPUTE RESOLUTION

D33. DISPUTE RESOLUTION

D33.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D33.

- D33.2 The entire text of C21.4 is deleted, and amended to read: “Intentionally Deleted”
- D33.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City’s Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.
- D33.4 Further to C21, prior to the Contract Administrator’s issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator (“Dispute”):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor’s equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor’s equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor’s equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D33.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D33.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D33.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D33.4.4 If the Dispute is not resolved to the City and Contractor’s mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D33.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D34. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D34.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D34.2 Further to D34.1, in the event that the obligations in D34 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations (“Funding Costs”) shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D34.3 For the purposes of D34:

- (a) “**Government of Canada**” includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) “**Government of Manitoba**” includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D34.4 Modified Insurance Requirements

- D34.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D34.4.2 If applicable the Contractor will be required to provide builders’ risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D34.4.3 The Contractor 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.
- D34.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work 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.
- D34.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D34.5 Indemnification By Contractor

- D34.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor 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 Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, 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.
- D34.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
 - (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;in relation to this Contract or the Work.

D34.6 Records Retention and Audits

- D34.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during

the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D34.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor 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 Total Performance, all records, documents, and contracts referred to in D34.6.1 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.

D34.7 Other Obligations

D34.7.1 The Contractor 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.

D34.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor 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.

D34.7.3 The Contractor 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 Work.

D34.7.4 The Contractor shall properly account for the Work 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.

D34.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D34.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM N: PRICE ADJUSTMENT PROPOSAL
(See B11)

Proponent:

Notes:

1. Complete "Proponent Response" section in full.
2. If insufficient space is provided, attach additional sheets with the required information.

Item	Description	Proponent Response
1.0	Price Certainty Proposal	
1.1	After the fixed prices expire as per B11.5.1, how will pricing adjustments be determined?	<input type="checkbox"/> Fixed Escalation Rate (Complete Items 2.1 – 2.2) <input type="checkbox"/> Indexed Price Adjustment (Complete Items 3.1 – 3.2) <i>Provision of a price adjustment Proposal is a mandatory requirement.</i>
2.0	Fixed Escalation Rate	
2.1	Will price adjustments be based on a fixed escalation rate, as per B11.8, after the Fixed Prices expire, as per B11.5.1?	<input type="checkbox"/> Yes
2.2	Indicate the applicable percentage increase to Form B: Prices.	Enter the applicable incremental price escalation rate for each year. If fixed escalation is proposed, provision of fixed escalation rates is mandatory until December 31, 2028. January 1, 2023: 0 % January 1, 2024: 0 % January 1, 2025: _____ % January 1, 2026: _____ % January 1, 2027: _____ % January 1, 2028: _____ % <i>Enter "NP" for a given year(s) if a fixed price escalation is not proposed after the given date. Proposals without fixed price escalation for certain years will be evaluated in accordance with B28.2.1.</i>
3.0	Indexed Price Adjustment	

FORM N: PRICE ADJUSTMENT PROPOSAL
(See B11)

3.1	Will prices be based on an indexed price adjustment, as per B11.9, after the Fixed Prices expire, as per B11.5.1?	<input type="checkbox"/> Yes
3.2	Indicate the index to be utilized.	<input type="checkbox"/> Canadian Consumer Price Index <input type="checkbox"/> Canadian Industrial Product Price Index Specify category / commodity: _____

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE CODES, STANDARDS, REFERENCES AND DRAWINGS

E1.1 The following are applicable to the Work. These documents are available electronically in PDF format by request to the Contract Administrator and after submission of a Non-Disclosure Agreement as listed in F2.

<u>No.</u>	<u>Document Title</u>
1	O & M Manuals as listed in F1.1(i).
2	Single Line Drawings and Drawing Lists as listed in F1.1(ii)

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
--------------------	---------------------------

Please refer to drawings in F1.1(ii).

- E1.1.1 In addition to E1.1, the Works performed by the Contractor relative to the Maintenance Works shall be completed in accordance to the following:
- (i) Latest edition of ANSI NETA MTS
 - (ii) Latest edition of NFPA 70B Recommended Practice for Electrical Equipment Maintenance
 - (iii) Latest edition of CSA Z463-18 Maintenance of electrical systems concepts
 - (iv) Latest edition of IEEE C57.104 IEEE guide for interpretation of gases generated in mineral oil-immersed transformer
 - (v) Latest edition of CSA22.1-Canadian Electrical Code
 - (vi) O & M manuals as listed in F1.1(i)
 - (vii) Equipment List listed in Appendix B
 - (viii) Cables Schedule listed in Appendix C
 - (ix) Maintenance Schedules and Checklists listed in Appendix D

E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. BACKGROUND

- E2.1 North End Water Pollution Centre (NEWPCC) and South End Water Pollution Centre (SEWPCC) are critical assets to the City that treats sewage or wastewater generated from the City. These facilities contain many critical equipment that requires proper maintenance to ensure that the equipment will perform as intended and have maximum lifespans.
- E2.2 The intent of this contract is to hire a Contractor to perform required maintenance for the equipment in the switchyard in each of the facility to ensure that they will perform as intended and to maximize the lifespan of the equipment, to conduct corrective Maintenance Work to the equipment, and to perform other tasks as required by the City.
- E2.3 The MV systems for each facility consist of two 66 kV banks that provide redundancy to the electrical systems in the facility. The intent of this Maintenance Work is for the Contractor to coordinate with the City personnel to conduct the Maintenance Work for one 66 kV bank at a time.

E3. SERVICES

- E3.1 The documents indicated in F1.1, F3, F4 and F5 are provided as reference for the planning and execution of the Work and must be considered in the preparation of the PAP.
- E3.2 The Contractor is expected to review the annual needs required for each site and prepare a PAP as directed by the City. The PAP shall include all required tasks to be performed for each equipment.
- E3.3 The Proponent is to provide the price for conducting each Work indicated in Form B: Prices. The lump sum items in Form B: Prices must include the labour cost, cost of the rental equipment, and other associated cost such as waste removal from site. The quantities listed on Form B: Prices that have hours unit are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- (a) Item 1 – Proponents shall indicate Price to perform all required Annual Work for the NEWPCC Bank 1 for the Switchyard for each year. This price shall align with the methodology proposed for each year indicated which shall constitute the PAP which will be coordinated with the City.
 - (b) Item 2 – Proponents shall indicate Price to perform all required Annual Work for the NEWPCC Bank 2 for the Switchyard for each year. This price shall align with the methodology proposed for each year indicated which shall constitute the PAP which will be coordinated with the City.
 - (c) Item 3 – Proponents shall indicate Price to perform all required Annual Work for MV cables for NEWPCC Bank 1 to the Switchyard for each year as indicated. This price shall align with the methodology proposed for each year indicated which shall constitute the PAP which will be coordinated with the City.
 - (d) Item 4 – Proponents shall indicate Price to perform all required Annual Work for MV cables for NEWPCC Bank 2 to the Switchyard for each year as indicated. This price shall align with the methodology proposed for each year indicated which shall constitute the PAP which will be coordinated with the City.
 - (e) Item 5 – Proponents shall indicate Price to perform all required Annual Work for the SEWPCC Bank 1 for the Switchyard for each year. This price shall align with the methodology proposed for each year indicated which shall constitute the PAP which will be coordinated with the City.
 - (f) Item 6 – Proponents shall indicate Price to perform all required Annual Work for the SEWPCC Bank 2 for the Switchyard for each year. This price shall align with the methodology proposed for each year indicated which shall constitute the PAP which will be coordinated with the City.
 - (g) Item 7 – Proponents shall indicate Price to perform all required Annual Work for MV cables for SEWPCC Bank 1 to the Switchyard for each year as indicated. This price shall align with the methodology proposed for each year indicated which shall constitute the PAP which will be coordinated with the City.
 - (h) Item 8 – Proponents shall indicate Price to perform all required Annual Work for MV cables for SEWPCC Bank 2 to the Switchyard for each year as indicated. This price shall align with the methodology proposed for each year indicated which shall constitute the PAP which will be coordinated with the City.
 - (i) Item 9 – Proponents shall indicate the cost of executing the complete PAP/ AAP for the first two (2) years. The price shall include the job meetings indicated in D22.1. NEWPCC may be delayed and this proceed may not be executed immediately. It is anticipated that this RFP will form a portion of the PAP, but the first year will be updated with the City.
 - (j) Item 10 – Proponents shall indicate the cost of executing the complete PAP/ AAP and firmware validation process for the first two (2) years. The price shall include the job meetings indicated in D22.1 SEWPCC may be delayed and this proceed may not be executed immediately. It is anticipated that this RFP will form a portion of the PAP, but the first year will be updated with the City.

- (k) Items 11 and 12 – Proponents shall prepare an estimate based on the stated number of hours in Form B: Prices for NEWPCC for the first two (2) years only. The Proponent should provide the hourly rate for these services. This estimate of hours is used for comparison purposes and is not indicative of the final pricing. The yearly subtotal and subtotal will show the hourly rate of the corresponding year multiplied by the hours indicated for that year.
- (l) Items 13 and 14 – Proponents shall prepare an estimate based on the stated number of hours in Form B: Prices for SEWPCC for the first two (2) years only. The Proponent should provide the hourly rate for these services. This estimate of hours is used for comparison purposes and is not indicative of the final pricing. The yearly subtotal and subtotal will show the hourly rate of the corresponding year multiplied by the hours indicated for that year.
- (m) Item 15 – Proponent shall indicate the amount of applicable MRST for each year.

E3.4 All Services performed under this Contract are to be performed on an as required basis. There is not a guarantee that any services will be requested for any specific site, however, the following items are generally anticipated:

- (a) The City anticipates that all specialty testing and maintenance services for all switchyard's equipment and MV cables will be performed by the Contractor.
- (b) The City anticipates that all testing on MV equipment will be performed prior to the end of the warranty period of the equipment to establish the as-left condition of equipment.
- (c) The City anticipates that the NEWPCC site will begin maintenance on the Switchyard in 2023 and continue through the course of this Contract.
- (d) The City Anticipates the SEWPCC site will begin maintenance on the Switchyard in 2023 and continue through the course of this Contract.
- (e) The City anticipates that the first PAP which will be specific to NEWPCC will be requested in early 2023 for the Work in late fall / early winter of 2023.
- (f) It is anticipated that if PAPs are requested for sites, they will be requested for submission in March of each calendar year for use in City planning.

E3.5 Part of the services proposed under this Contract includes the planning of the maintenance services anticipated during each calendar year in the format of a Proposed Annual Plan (PAP). This plan will be performed only if requested for a facility by the City.

E3.6 Services performed under an Approved Annual Plan, shall only be as directed by the City.

E3.7 Services provided for this Contract shall all be performed on an "As-Requested" Basis. For a number of activities, the City may request services on demand with a Request for On-Demand Services (RODS).

E3.8 Services may be requested for this Contract on an Emergency Basis.

E3.9 The Contractor shall perform the following in accordance with the requirements hereinafter specified:

- (a) Where outlined in an AAP, performing Maintenance Works for Switchyard equipment and MV cables as indicated in the Equipment List and Maintenance Schedule for every year, every two (2) years, every three (3) years, and every five (5) years or as indicated in the Maintenance Schedule. The price for each task indicated in Form B: Prices must include the labour cost, cost of the rental equipment, and other associated cost such as waste removal from site, The Proponent shall submit the following after the Work has been completed:
 - (i) Maintenance records (signed Maintenance Schedule Checklists) after the Work has been completed but before the Contractor leave the site.
 - (ii) Digital photographs indicating the as-found condition of the equipment to the City.
 - (iii) Test results and recommendations to the City.

- (b) The Contractor is responsible for providing their own test equipment, PPE & other safety equipment, and materials required to perform the Maintenance Work. The Proponent shall also provide to the City the calibration certificate indicating valid calibration date for all test equipment.
- (c) As required, the Contractor is required to temporarily disconnect the cable(s) from the equipment and provide grounding chains (as required) prior to conducting the Maintenance Work.
- (d) Clean the areas and remove any waste from site after the Maintenance Works have been completed.
- (e) For all items, with the exception of Emergency Work, coordinate with the Contract Administrator & site contact and obtain approval from the City prior to conducting Maintenance Works. The City will coordinate when the Maintenance Work is required, The City will then de-energized the equipment/ system. The Contractor is responsible for conducting lock out and tag out procedure.
- (f) All items require the Contractor to provide a quote for performing corrective Maintenance Work to the City for approval prior to commencing the Corrective Work.
- (g) Providing emergency contact that should be available 24/7 for performing unscheduled Corrective Works.
- (h) Operate MV equipment when the MV equipment should be operated locally.
- (i) Provide hourly labour rate and hourly rental equipment cost, and the type of specialty equipment for other tasks as directed by the City. Where hourly rates are used, they should be considered to include all incidental tools, consumables etc., with the exception of major equipment rental noted on Form I.
- (j) The Contractor is allowed to borrow special tools required for the Work that are owned by the City. The Contractor should return the tools to the City in the same condition as before once the Work has been completed.
- (k) Unless indicated otherwise, the Contractor should perform Works indicated in the Maintenance Schedule Checklist for each time interval including the Works to be performed at the previous interval that should be repeated for that interval. For example, the Works to be performed every 12 months interval should consist of the Works to be performed for every 6 months interval and the Works to be performed at 12 months interval.
- (l) Together with the Maintenance Schedule Checklist, the Contractor should also submit the name of the person(s) performing the Work and the hours required to perform the Work for each task performed. This information will be used by the City for planning purposes.
- (m) The Contractor must complete NAC's safety program before being allowed to attend the SEWPCC site.
- (n) The Contractor should submit the plan for the Work to be performed for each facility for the first year of the contract to the City. This plan should be based on the two shutdown per year for each facility (one shutdown for Bank 1 and another shutdown for Bank 2) and include the list of equipment that will be maintained, list of the Work to be performed based on the Maintenance Schedule, and the cost of each Work. The City will review the plan and will discussed with the Contractor the planned Work that will not be required or to be completed by the city personnel. The Maintenance Work should begin after the City has agreed to the final plan and the cost.

E4. COMPLETION OF WORK

- E4.1 The Contractor shall complete the Maintenance Work within allocated time approved by the City.

E5. MAINTENANCE REPORT

E5.1 After performing the Work, the Contractor shall provide the Maintenance Report to the City in the format as listed below. The Maintenance Reports shall be separated for each site. The Contractor must provide one (1) electronic copy and three (3) hardcopy versions. Bind hardcopies in three (3) 'D-Ring' binders, hard-covered, plastic jacketed binder complete with full cover and spine inserts along with a USB key. The Contractor shall be responsible for shipping costs to send hardcopies to the contract Administrator. The following sections are required for each site Maintenance Report:

- (a) Title Page
- (b) Table of Contents
- (c) Tab A – Contractor Information
 - (i) Contractor contact representative, phone number and email.
 - (ii) Emergency contact names, phone numbers and emails.
 - (iii) All Subcontractors contact representative, phone number and email.
- (d) Tab B – Description of Work Performed and Associated Equipment
 - (i) Dates Work was performed.
 - (ii) Sequence of Work including switching details.
 - (iii) All Work completed including the name of the person(s) performing the Work and the hours required for completing each task indicated in the Maintenance Schedule.
 - (iv) Separate maintenance report (copy of signed Maintenance Checklist) for each asset (or separate section for each asset in the report; all Works should be associated with an OWAM Asset Number).
 - (v) All readings and measurements taken.
 - (vi) List of equipment and tests/maintenance activities performed.
 - (vii) Consumables/parts from the city stores/stock used for the Works.
- (e) Tab C – Summary of Deficiencies
 - (i) Any Preventive Maintenance Work planned but not carried out including the reason why the Work is not carried out.
 - (ii) Condition assessment of deficiencies (Critical, Poor, Moderate, Good, etc.).
 - (iii) Any safety/code violations including code reference and clause.
 - (iv) Reference deficiencies to any photographs and/or individual test forms.
- (f) Tab D – Summary of Recommended Corrective Works and Costs
 - (i) Recommendation of Corrective Works for the deficiencies identified.
 - (ii) Costs shall be in the order of plus/minus 30%.
 - (iii) Include schedule for when deficiencies should be addressed (immediate, near future, within 2 years, etc.).
 - (iv) Include lead time for corrective actions.
- (g) Tab E – Test Equipment Used and Calibration Certifications
 - (i) Summary of test equipment used and calibration certificate.
 - (ii) Include certificate of calibration certificates for each equipment used.
 - (iii) Test procedures used for conducting the test including expected test values.
- (h) Tab F – Individual Completed Test Forms
 - (i) Including visual inspections and test results in type-written reports.
 - (ii) Technician names and dates tests were performed.
- (i) Tab G –As-found / As-Left Photographs
 - (i) Include any visually inspected deficiencies and physical condition of equipment.
 - (ii) As found and after the Work has been completed (for Corrective Work).
- (j) Tab H – Test Results Reports

- (i) Test result as performed based on the requirements of applicable standards.
- (ii) Lab result.
- (iii) Summary of equipment with tests performed and evaluated based on Pass/Fail criterion.

E5.2 The Contractor shall provide the Contract Administrator the Maintenance Report within fifteen (15) Calendar Days of a request of the Contract Administrator.

PART F - APPENDICES

F1. USE OF APPENDICES

F1.1 The following written documents are available electronically in PDF format by request to the Contract Administrator and after submission of a Non-Disclosure Agreement as listed in F2.

- (i) Manuals
- (ii) Single Line Drawings and Drawing Lists for NEWPCC and SEWPCC

F2. APPENDIX A – NON-DISCLOSURE AGREEMENT

F3. APPENDIX B – EQUIPMENT LIST

F4. APPENDIX C – CABLE SCHEDULES

F5. APPENDIX D – MAINTENANCE SCHEDULES AND CHECKLISTS

F6. APPENDIX E – FORM I: DETAILED PRICES

F7. APPENDIX F – FORM J: SUBCONTRACTOR LIST

F8. APPENDIX G – WASTEWATER SERVICE CONTRACTOR ENVIRONMENTAL PRESERVATION AND COMPLIANCE PACKAGE (CEPCP)

F9. APPENDIX H – FORM K: EQUIPMENT (TO BE COMPLETED AFTER CONTRACT AWARD)

F10. APPENDIX I – FORM L: DETAILED WORK SCHEDULE (TO BE COMPLETED AFTER CONTRACT AWARD)