



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 295-2026

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

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

B2. DEFINITIONS

- B2.1 Capitalized terms used in this RFP are defined in this section, or where not contained in this section have the meaning set out in the Design Build Agreement. When used in this Request for Proposal (RFP):
- (a) **"Allowable Disbursements"** means the cost of out of town travel and related meals and accommodations, specialized software, rental rates for specialized equipment, drilling, sampling, laboratory testing and any other out-of-pocket expenses, excluding normal overhead, directly related to Services provided. Overhead shall include any items included in day to day operations and shall include, but not be limited to, computer costs, communication costs, digital photography, administrative fees and items incidental to the Services, except as provided herein, and is expressly excluded;
 - (b) **"Award Authority"** means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
 - (c) **"Biosolids Project"** means the North End Sewage Treatment Plant (NEWPCC) Upgrade: Biosolids Facilities Project;
 - (d) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday or statutory or civic holiday;
 - (e) **"Calendar Day"** means the period from one midnight to the following midnight;
 - (f) **"City"** means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 1989-90, c.10, and any subsequent amendments thereto;
 - (g) **"Confidential Information"** means any and all information described in B5.1;
 - (h) **"Conflict of Interest"** as defined in B16.2.
 - (i) **"Consultant"** means the Person undertaking the performance of Services under the terms of the Contract;
 - (j) **"Consulting Contract Administrator"** means the City's representative throughout the duration of the Contract who has the authority to act on behalf of the City to the extent expressly provided for in this Contract;
 - (k) **"Contract"** means the final version of the Referee Agreement as signed by all parties;
 - (l) **"Council"** means the Council of The City of Winnipeg;
 - (m) **"Design Build Agreement"** or "DBA" means the agreement to be entered into between the City and Design Builder in respect of the Biosolids Project and all schedules and other attachments thereto as the same may be amended, supplemented, or restated;
 - (n) **"Design Builder"** means the successful proponent to the Biosolids Project;
 - (o) **"Manager of Purchasing"** means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
 - (p) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
 - (q) **"Project"** means the Professional Consulting Services for Referee for the Biosolids Project;
 - (r) **"Proponent"** means any Person or Persons submitting a Proposal for Services;
 - (s) **"Proposal"** means the offer contained in the Proposal Submission;

- (t) **“Proposal Submission”** or **“Submission”** means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (u) **“Request for Proposal (RFP)”** means the Proposal Submission, the Bidding Procedures, the Referee Agreement, and all Addenda;
- (v) **“Referee”** means the person appointed as the Referee pursuant to the Referee Agreement and as may be permitted pursuant to the Design Build Agreement;
- (w) **“Referee Agreement”** means the agreement attached in draft form as Attachment 1 to this Request for Proposal;
- (x) **“Referee Personnel”** means an individual designated in a Proponent’s Submission to perform a lead role for the Proponent or its Subconsultant;
- (y) **“Services”** means carrying out and doing of all things of every kind, either expressly or impliedly required, that are to be done by the Consultant in accordance with the terms of this Contract and Appendices attached hereto and includes all Services, testing, analysis, equipment, matters and things necessary for or incidental to the fulfilment of the requirements of the Contract;
- (z) **“Subconsultant”** means a person contracting with the Consultant to perform a part or parts of the Services to be provided by the Consultant pursuant to the Contract;
- (aa) **“Submission Deadline”** means the time and date set out in the Bidding Procedures for final receipt of Proposals; and
- (bb) **“Time-Based Fee”** means a fee for Services charged at an Hourly Rate to an upset limit for Services where the effort to accomplish the anticipated scope of Services cannot be specified prior to executing the Contract.

B3. SUBMISSION DEADLINE

- B3.1 The Submission Deadline is 12:00 noon Winnipeg time, July 10, 2026.
- B3.2 The Consulting Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B3.1.
- B3.3 If a Design Builder for the Biosolids Project is not known by the Submission Deadline, the Submission Deadline may be extended until such time that a Design Builder is named.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Consulting Contract Administrator identified in B7.
- B4.2 If the Proponent finds errors, discrepancies, or omissions in the RFP, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting 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 Consulting Contract Administrator, require a correction to or a clarification of the RFP will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the RFP will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.
- B4.5 All correspondence or contact by Proponents with the City of Winnipeg (City) in respect of this RFP must be directly and only with the Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting 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 Consulting 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 Consulting 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 RFP to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

B6. ADDENDA

B6.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFP, or clarifying the meaning or intent of any provision therein.

B6.2 The Consulting 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 Consulting Contract Administrator.

B7. CONSULTING CONTRACT ADMINISTRATOR

B7.1 The Consulting Contract Administrator is:
Steven Motkaluk
Telephone No. 431 337-5159
Email Address: x-smotka@winnipeg.ca

B7.2 At the pre-commencement meeting, the Consulting Contract Administrator will identify additional personnel representing the Consulting Contract Administrator and their respective roles and responsibilities for the Services.

B8. BACKGROUND

- B8.1 The Biosolids Project at the existing North End Sewage Treatment Plant (NEWPCC) will provide advanced sludge treatment for the City's three sewage treatment plants and the Winnipeg Metro Region. Upgrades to accept, store, treat, and stabilize the sludge produced from the treatment of wastewater into reusable biosolids is required to meet regulations and the City's growth. The City's approved budget for the Biosolids Project is \$1.035 billion CAD and the Biosolids Project is anticipated to be completed over a six-year period (77 months). The actual schedule, however, will be determined by the Design Builder.
- B8.2 The City is planning to enter into a Design Build Agreement (DBA) with a Design Builder to build the Biosolids Project.
- B8.3 The DBA's scope of work generally includes:
- (a) a new biosolids facility including:
 - (i) a new hauled raw sludge receiving facility;
 - (ii) sludge screening;
 - (iii) screened sludge blending tank;
 - (iv) blending and pumping equipment;
 - (v) new thermophilic anaerobic digestion and biosolids holding tanks;
 - (vi) a new biosolids processing and loading facility;
 - (vii) new digester gas treatment, flaring and handling; and
 - (viii) a centrate conveyance system;
 - (b) a new flushing water pumping station;
 - (c) modifications to the existing primary clarification system; and
 - (d) related processes, civil, mechanical, electrical, control infrastructure structural, and architectural support.
- B8.4 The City anticipates having a Design Builder approved by July 7, 2026. Once a Design Builder is named, the City will update the Referee Agreement (Attachment 1) and will issue these changes through addenda.
- B8.5 Under the terms of the DBA, within 30 Calendar Days of execution, the City and Design Builder are required to jointly appoint the Referee for the Biosolids Project. The firm selected through this RFP to act as the Referee will enter into an agreement with the City and Design Builder, substantially in the form of the Referee Agreement, attached as Attachment 1.
- B8.6 The City and Design Builder will both be signatories to the Referee Agreement with the Referee and all fees and expenses of the Referee will be shared equally by the City and Design Builder.

B9. ANTICIPATED SCOPE OF SERVICES

- B9.1 The scope of the Services required under this Contract are detailed in Section D1 (Description of Referee Process and Services) of Attachment 1. This includes Referee Services as required for the duration of the Project. These services will be paid on an hourly rate as detailed in A1 in Appendix A (Referee Fee) of Attachment 1. This shall include but is not limited to:
- (a) commencing Referee services upon written notice from either party as detailed in D1.1 of Attachment 1;
 - (b) conducting a review of the dispute as detailed in D1.2 of Attachment 1;
 - (c) requesting additional information and documents from the parties as detailed in D1.3 of Attachment 1;
 - (d) providing written communication to both parties as detailed in D1.4 of Attachment 1;
 - (e) retaining others to assist in the review as detailed in D1.5 of Attachment 1;

- (f) delivering a brief written recommendation on the dispute to both parties as detailed in D1.6 of Attachment 1;
 - (i) recommendations shall contain the information detailed in D1.7 of Attachment 1;
- (g) providing written communication if the dispute is without grounds or false in nature as detailed in D1.8 of Attachment 1;
- (h) providing written clarification if requested by either party as detailed in D1.9 of Attachment 1; and
- (i) attending an in-person meeting upon agreeance of the dispute resolution where both parties will sign and date the City's written summary of the agreed-to-resolution as detailed in D1.10 of Attachment 1.

B9.1.1 For bidding purposes, 200 hours of Referee Services related to the services in B9.1 was assumed. If more than 200 hours is required, a change will be made to this Contract to accommodate the increase in duration.

B9.2 Travel expenses related to B9.1 will be reimbursed on a per trip basis as detailed in A1.2 in Appendix A (Referee Fee) of Attachment 1. The unit price included in Form B shall include travel, accommodation, hospitality, food, and incidental expenses.

B9.2.1 For bidding purposes, ten (10) return trips were assumed. If more than ten (10) return trips are required, a change will be made to this Contract to accommodate the increase in return trips.

B10. PROPOSAL SUBMISSION

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

- (a) Form A: Bid/Proposal in accordance with B11;
- (b) Form B: Fees in accordance with B12.

B10.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants in accordance with B23.2;
- (b) Experience of Referee Personnel Assigned to the Project in accordance with B23.3; and
- (c) Project Understanding and Methodology in accordance with B23.4.

B10.3 Further to B10.1, 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.

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

B10.5 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.

B10.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B10.6.1 Proposals will **only** be accepted electronically through MERX.

B10.7 Proponents are advised that inclusion of terms and conditions inconsistent with the RFP, will be evaluated in accordance with 0.

B10.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B11. PROPOSAL

- B11.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B11.2 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 their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B11.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B11.2.
- B11.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B11.4 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 their 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 their duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B11.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B11.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B12. FEES

- B12.1 The Proposal shall include a Time-Based Fee schedule calculated on a time basis for all items identified in B9.1.
- (a) For evaluation purposes, hours for each item identified in B9.1 are outlined in Form B: Fees.
 - (b) The quantities for which payment will be made to the Proponent, for items identified in B9.1, are to be determined by the Services actually performed and completed by the Proponent.
 - (c) Overhead costs or disbursements typically referred to as type 1 disbursements or general expenses shall be included in the hourly rates.
- B12.2 The Proposal shall also include an allowance for pre-approved disbursements for the Time-Based Fees for all items identified in B9.2.
- (a) For evaluation purposes, Proponents should estimate ten (10) return trips associated with B9.2.

- (b) Payment will be made to the Proponent on a per trip basis at the rate indicated in Form B: Fees – Allowable Disbursements for Time-Based Fees.

B12.3 Adjustments to fees will only be considered based on increases to the Scope of Services.

B12.3.1 The City will not consider an adjustment to the fees based on changes in the Biosolids Project budget or the Contract Price .

B12.4 Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B12.5 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B13. RELEVANT DOCUMENTS

B13.1 Relevant documents include the Design Build Agreement – Design Build of North End Sewage Treatment Plant (NEWPCC) Upgrade: Biosolids Facilities and its appendices. These are currently confidential and in draft form.

B13.2 Relevant documents are available by request to the Consulting Contract Administrator after completion of a Non-Disclosure Agreement included in Attachment 2 of this RFP. These documents will be released at the sole discretion of the City to bona fide Proponents.

B14. ELIGIBILITY

B14.1 As a result of having provided technical and consulting services for the North End Sewage Treatment Plant (NEWPCC) Upgrade: Biosolids Facilities Project in relation to this Project, the following Persons are not eligible to be a Proponent, participate as team members of a Proponent, or act as advisors to a Proponent or to any of their team members or to otherwise participate in the development and preparation of Proposals for the Project:

- (a) Veolia Water Canada Inc. (Veolia);
- (b) AECOM Canada Ltd.;
- (c) Excel Advisory Services Ltd.
- (d) Fivepoint Construction Consulting Ltd.;
- (e) Deloitte LLP;
- (f) SMA Consulting Ltd.
- (g) Aecon Water Infrastructure Inc.;
- (h) Oscar Renda Contracting of Canada, Inc.;
- (i) MWH Constructors Canada Ltd.;
- (j) Stantec Consulting Ltd.;
- (k) Hatch Ltd.;
- (l) P1 Consulting Inc.;
- (m) Blake, Cassels & Graydon LLP;
- (n) Hanscomb Limited;
- (o) any former or current employee of the City or of any consultant named above who through his/her employment by the City was involved in the development of the general NEWPCC Upgrade Project or the development of the Biosolids request for proposals; and
- (p) any member of Council, any dependent of any member of Council or any other person in which any member of Council or his/her dependent could be seen to have a pecuniary interest or indirect pecuniary interest, as set out in the Municipal Council Conflict of Interest Act.

B14.2 A Proponent may be disqualified if any of the above-noted ineligible persons participate in the development and preparation of the Proponent's Proposal for this RFP.

B15. DISCLOSURE

B15.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a Conflict of Interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B15.2 The Persons are:

- (a) N/A

B16. CONFLICT OF INTEREST AND GOOD FAITH

B16.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists or is reasonably expected to exist in the future.

B16.2 Conflict of Interest means any situation or circumstance where a Proponent or Referee Personnel proposed for the Services has:

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

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair, or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their 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.

B16.3 In connection with their Proposal, each entity identified in B16.2 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 Consulting 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.

B16.4 Without limiting B16.3, the City may, in their 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 their 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 their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B16.5 Without limiting B16.3, 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 their sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential, or actual Conflict of Interest of the Proponent or any of their Referee Personnel;
 - (b) require the removal or replacement of any Referee Personnel proposed for the Services that has a perceived, actual, or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Referee Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B16.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of their Referee 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.
- B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B17. QUALIFICATION

- B17.1 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;
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract.
- B17.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B17.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out referee services for projects of similar complexity and valued at over \$100 million;
 - (b) be fully capable of performing the Services 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);
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
 - (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B17.4).

- B17.4 Further to B17.3(f), the Proponent acknowledges that they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B17.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.
- B17.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B18.1 Proposals will not be opened publicly.
- B18.2 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.
- B18.3 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).
- B18.3.1 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.

B19. IRREVOCABLE OFFER

- B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B20. WITHDRAWAL OF OFFERS

- B20.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B21. INTERVIEWS

- B21.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B22. NEGOTIATIONS

- B22.1 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.
- B22.2 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.

- B22.3 If, in the course of negotiations pursuant to B22.2, 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.

B23. EVALUATION OF PROPOSALS

- B23.1 Proposals should include the following information:

- (a) Experience of Proponent and Subconsultants as detailed in B23.2;
- (b) Experience of Referee Personnel Assigned to the Project as detailed in B23.3; and
- (c) Project Understanding and Methodology as detailed in B23.4.

B23.2 Experience of Proponent and Subconsultants

- B23.2.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing referee services on three (3) projects of similar complexity and scope and valued at over \$100,000,000.

- B23.2.2 For each project listed in B23.2.1, the Proponent should submit the:

- (a) description of the project including location;
 - (i) preference to projects in Canada;
- (b) role of the referee consultant;
- (c) cost of project;
- (d) duration of the project;
- (e) project owner; and
- (f) reference information (one (1) current name with telephone number and email address per project).
 - (i) References may be used to confirm the information provided.
 - (ii) Incorrect or out of date contact information may negatively impact the evaluation.

- B23.2.3 Where applicable, information should be separated into Proponent and Subconsultant project listings.

- B23.2.4 If more than three (3) projects are submitted, only the first three (3) referenced projects will be evaluated.

- B23.2.5 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B23.3 Experience of Referee Personnel Assigned to the Project

- B23.3.1 Describe your approach to overall team formation and coordination of team members.

- (a) Include an organizational chart for the Project.

- B23.3.2 Identify the Referee Personnel assigned to the Project which may include:

- (a) team lead referee;
- (b) legal referee; and
- (c) other assistant referees, if applicable.
 - (i) Further to C8 in Attachment 1, although the team lead shall have a technical background, at least one (1) Referee Personnel should have experience in assisting with impartial non-binding contractual interpretations. Accordingly, that Referee Personnel may need to be a person authorized to carry on the practice of law in Manitoba.

- B23.3.3 Roles of each Referee Personnel assigned to the Project should be identified in the organizational chart referred to in B23.3.1(a).
- B23.3.4 If applicable, a Referee Personnel may fill multiple roles.
- B23.3.5 For each Referee Personnel listed in B23.3.2, describe their experience including but not limited to:
- (a) job title and description of role;
 - (b) years of experience in current position;
 - (c) years of experience in referee services;
 - (d) years of experience with existing employer; and
 - (e) knowledge of applicable codes, laws, standards and practices;
 - (f) knowledge of legal terms and the principles of contractual interpretation;
 - (g) educational background and degrees; and
 - (h) professional recognition.
- B23.3.6 For each Referee Personnel listed in B23.3.2, list two (2) comparable projects in which they have played a role similar to that proposed for this Project. If a project selected for a Referee Personnel is included in B23.2.1(a), provide only the project name and the role of the Referee Personnel. For other projects provide the following:
- (a) description of the project including location;
 - (i) preference to projects in Canada;
 - (b) cost of project;
 - (c) duration of the project;
 - (d) role of the Referee Personnel;
 - (e) project owner; and
 - (f) reference information (one (1) current name with telephone number and email address per project).
 - (i) References may be used to confirm the information provided.
 - (ii) Incorrect or out of date contact information may negatively impact the evaluation.
- B23.3.7 If more than two (2) projects are submitted, only the first two (2) referenced projects will be evaluated.

B23.4 Project Understanding and Methodology

- B23.4.1 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.
- B23.4.2 Methodology should be presented in accordance with B9 Anticipated Scope of Services.
- B23.4.3 Describe the collaborative process/method to be used by the Referee Personnel of the team in the various phases of the Project.
- B23.4.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the Proponent's approach and methodology for identifying key issues and solving problems; and
 - (c) any other issue that conveys your team's understanding of the Project requirements.

B23.5 Evaluation Criteria

- B23.5.1 Further to B23.2, B23.3 and B23.4, award of the Contract shall be based on the following evaluation criteria:

EVALUATION CATEGORY		WEIGHTING (%)
(a) Compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom;		Pass/Fail
(b) Qualifications of the Proponent and the Subconsultants, pursuant to B17;		Pass/Fail
(c) Fees; (Section B)		40
(d) Experience of Proponent and Subconsultants; (B23.2) – 20% Total		
Further to B23.2, Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, including but not limited to the following criteria:		
(i) similarity of the Proponent's past projects to this Project;		5
(ii) preference to projects in Canada; and		2
(iii) success of the Proponent on past Projects.		13
(e) Experience of Referee Personnel Assigned to the Project; (B23.3) – 30% Total		
Further to B23.3, Experience of Referee Personnel assigned to the Project will be evaluated considering the experience, including but not limited to the following criteria:		
(i) appropriateness of related years of experience of the Referee Personnel;		4
(ii) education and professional recognition of Referee Personnel;		4
(iii) relevancy of experience of the Referee Personnel;		4
(iv) appropriateness of the approach of the overall team formation and coordination of team members;		4
(v) success of the Referee Personnel on past projects;		10
(vi) knowledge of Referee Personnel on applicable codes, laws, standards and practices; and		2
(vii) knowledge of legal terms and the principles of contractual interpretation.		2
(f) Project Understanding and Methodology (B23.4) – 10% Total		
Further to B23.4, Project Understanding and Methodology will be evaluated considering the following criteria:		
(i) appropriateness of the project management approach;		3
(ii) Proponent's understanding of the Project, including the deliverables and constraints; and		2
(iii) demonstration of insight beyond the information presented in this RFP.		5

B23.5.2 Further to (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.

- B23.5.3 Further to (b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B23.5.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for (a) and (b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B23.5.5 Further to (c), fees will be evaluated based on fees submitted in accordance with B12.
- B23.5.6 Further to (d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B23.2.
- B23.5.7 Further to (e), Experience of Referee Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Referee Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B23.3.
- (a) Proposals that receive less than half of the available evaluation points for Experience of Referee Personnel Assigned to the Project will be rejected in accordance with B23.5.2 and B23.5.3.
- B23.5.8 Further to (f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B23.4.
- B23.5.9 Notwithstanding B23.5.1(d) to B23.5.1(f), where Proponents fail to provide a response to B10.2(a) to B10.2(c), the score of zero may be assigned to the incomplete part of the response.
- B23.5.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.
- B23.5.11 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 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.
- B24.2.1 Without limiting the generality of B24.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;
- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their 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.
- B24.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B24.4 Further to Paragraph 7 of Form A: Bid/Proposal, the successful Proponent will be provided with Contract documents for execution following issuance of an award letter.

- B24.5 The form of Contract with the City and Design Builder will be substantially based on the Referee Agreement provided in Attachment 1. However, further to B8.4, Proponents are advised that the terms of the Contract are not yet finalized and are subject to updates. In this regard, Attachment 1 is provided for the Proponents' information only at the time that this RFP is issued and will be updated by addenda in the event that the Referee Agreement is agreed to as between the City and the Design Builder prior to the Submission Deadline.
- B24.6 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B24.7 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.

ATTACHMENT 1 – REFEREE AGREEMENT (ATTACHED SEPARATELY)

ATTACHMENT 2 – NON-DISCLOSURE AGREEMENT (ATTACHED SEPARATELY)