



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 468-2026

**PROFESSIONAL CONSULTING SERVICES FOR DEVELOPMENT AND
IMPLEMENTATION OF A REAL-TIME COAGULANT OPTIMIZATION SYSTEM AT
THE WATER TREATMENT PLANT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR DEVELOPMENT AND IMPLEMENTATION OF A REAL-TIME COAGULANT OPTIMIZATION SYSTEM AT THE WATER TREATMENT PLANT

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 26, 2026.
- B2.2 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 B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.
- B3.2 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 Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

- B4.1 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.

- B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

B5. ADDENDA

- B5.1 The Consulting 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.
- B5.2 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B17.1(d);
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B17.1(e);
 - (c) Project Understanding and Methodology (Section E) in accordance with B17.1(f); and
 - (d) Project Schedule (Section F) in accordance with B17.1(g).
- B6.3 Further to B6.1 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.
- B6.4 Further to B6.2, 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.
- B6.5 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.
- B6.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B6.6.1 Proposals will **only** be accepted electronically through MERX.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B17.2.

B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B7.2 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.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 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.

B7.4 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B7.5 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.

B8. FEES (SECTION B)

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST), which shall be extra where applicable.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.6.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D21. Any such costs shall be determined in accordance with D21.

B9. DISCLOSURE

- B9.1 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.
- B9.2 The Persons are:
- (a) Coagtech Ltd completed a feasibility assessment for coagulation machine learning modelling at the Water Treatment Plant.

B10. CONFLICT OF INTEREST AND GOOD FAITH

- B10.1 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.
- B10.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of 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.
- B10.3 In connection with their Proposal, each entity identified in B10.2 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.

B10.4 Without limiting B10.3, 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.

B10.5 Without limiting B10.3, 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 Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B10.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their 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.

B10.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B11. QUALIFICATION

B11.1 The Proponent shall:

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

B11.2 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>

- B11.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
 - (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;
 - (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B11.4 and D9);
 - (g) upon request of the Consulting Contract Administrator, provide the Security Clearances as identified in PART E - ; and
 - (h) have demonstrated experience modeling and deploying machine learning based coagulation recommendation systems.
- B11.4 Further to B11.3(f), the Proponent acknowledges that they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilityymb.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.
- B11.5 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.
- B11.6 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.

B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B12.1 Proposals will not be opened publicly.
- B12.2 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.
- B12.3 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).
- B12.3.1 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.

B13. IRREVOCABLE OFFER

- B13.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B13.2 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.

B14. WITHDRAWAL OF OFFERS

B14.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B15. INTERVIEWS

B15.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B16. NEGOTIATIONS

B16.1 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.

B16.2 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.

B16.3 If, in the course of negotiations pursuant to B16.2, 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.

B17. EVALUATION OF PROPOSALS

B17.1 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, if any, pursuant to B17;		Pass/Fail
(c) Fees; (Section B)		30
(d) Experience of Proponent and Subconsultants; (Section C) - 20% Total		
(i) Provide general profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants		2
(ii) Provide details demonstrating the history and experience of the Proponent and Subconsultants on three (3) projects for the Proponent and three projects for the Subconsultant(s) of similar complexity, scope and value. If more than three (3) projects are submitted, only the first three (3) referenced projects will be evaluated. Provide the following for each project identified:		
(a) a description of each project. Past projects will be evaluated based on the similarity to this project;		6
(b) the role of the consultant;		3

(c) the project's original contracted consulting cost and final consulting cost. Where the original contracted consulting cost and final consulting cost differ, the Proponent should submit an explanation;	3
(d) the anticipated Project schedule and actual project delivery schedule. Where the anticipated project schedule and the actual project delivery schedule differ, the Proponent should submit an explanation.	3
(e) reference information (two current names with telephone numbers and email addresses per project);	3
Note: Where applicable, Proposal should be separated into Proponent and Subconsultant project listings	
(e) Experience of Key Personnel Assigned to the Project; (Section D) -20% Total	
(i) Describe your approach to overall team formation and coordination of team members. Include an organization chart for the Project.	8
(ii) Identify the Key Personnel assigned to the Project, including the principals-in-charge, the Consultant's Representative, managers of the key disciplines and lead designers. Provide details on the experience and qualifications of each of the Key Personnel for projects of similar complexity, scope and value. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart.	8
(iii) For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. Include the following details:	
(a) description of project;	2
(b) role of the person;	1
(c) reference information (two current names with telephone numbers and email addresses per project.)	1
(f) Project Understanding and Methodology (Section E) – 20% Total	
(i) Describe your firm's project management approach and team organization during the performance of Services, including the methods the Proponent will use in the delivery of this Project. The Project methodology should address 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 http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4 . Proposals will be evaluated based on the appropriateness of the project management approach.	2
(ii) Methodology should be presented in accordance with the Scope of Services. The Proposal should describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. Proposals will be evaluated based on the consistency and completeness of the methodology	6
(iii) The Proposal should demonstrate the team's understanding of the broad functional and technical requirements The methodology should describe all work activities, deliverables and any assumptions or interpretations related to the Scope of Services. Proposals will be	6

	evaluated based on the Proponent's demonstrated understanding of the project, including its deliverables, risks and constraints.	
(iv)	Proponents should submit Form P: Person Hours or a table of their own design for all disciplines and or phases identified. For each person identified in B17.1(e)(ii), list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services. Form P: Person Hours should match Fees submitted in response to B8. Proposals will be evaluated based on the appropriateness of hours and personnel assigned to individual tasks Sample of Form P: Person Hours can be found at https://winnipeg.ca/matmgt/templates/information.stm	4
(v)	Include any other issue that conveys your team's understanding of the Project requirements. Proposals will be evaluated based on demonstration of insight beyond the information presented in this RFP.	2
(g) Project Schedule. (Section F) – 10% Total		
(i)	Present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.	5
(ii)	The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.	5

- B17.2 Further to B17.1(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.
- B17.3 Further to B17.1(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.
- B17.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.1(a) and B17.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B17.5 Further to B17.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B17.5.1 For evaluation purposes only, where Fees include a cash allowance, the cash allowance shall be removed from the total Fees for the calculation of price points
- B17.6 Further to B17.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.4.
- B17.7 Further to B17.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size.
- B17.8 Further to B17.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B17.9 Further to B17.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

- B17.10 Further to B17.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B17.11 Notwithstanding B17.1(d) to B17.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B17.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B15.
- B17.13 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.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B18.2 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.
 - B18.2.1 Without limiting the generality of B18.2, 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.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B18.4 The City may, at their discretion, award the Contract in phases.
- B18.5 Further to B18.4 where future phases are identified in D4 Scope of Services, the City reserves the right to negotiate and award future phases to the successful Proponent.
- B18.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
 - B18.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter
- B18.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B18.8 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 D21 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B18.9 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.

B18.10 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 Consultant Services* (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. CONSULTING CONTRACT ADMINISTRATOR

- D2.1 The Consulting Contract Administrator is:

Trevor Linney, P. Eng.

Telephone No. 204-619-4864

Email Address: TLinney@winnipeg.ca

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.

D3. BACKGROUND

- D3.1 The City of Winnipeg Drinking Water Treatment Plant (WTP) is seeking real-time coagulant optimization services that utilize machine learning to recommend coagulant doses based on historic process data and real-time treatment conditions.
- D3.2 The WTP processes consist of enhanced coagulation, dissolved air flotation (DAF), seasonal ozonation, biologically activated carbon filtration, chlorination, pH adjustment, ultraviolet (UV) disinfection, fluoridation, and corrosion control.
- D3.3 The enhanced coagulation process is split into two independent trains. Sulphuric acid is injected to suppress raw water pH and improve coagulation conditions prior to the addition of ferric sulphate. Each treatment train is further divided into four flocculation and DAF basins. Clarified water is collected in a common DAF effluent channel. Process water from the effluent channel flows to two ozone contact tanks for seasonal taste and odour control. Sodium bisulphite is used to remove excess ozone from the contact tanks prior to the addition of a filter aid polymer. Process water then flows to eight granular activated carbon filters before chlorination in a single chlorine contact tank and pH adjustment with sodium hydroxide. A clearwell provides balancing storage between the WTP and the pumping station. Six UV reactors inside the pumping station provide further UV disinfection. Treated water is pumped into two aqueducts, each dosed with hydrofluorasilicic acid for oral health and phosphoric acid for corrosion control.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of model development, hardware deployment, and operator training for a real-time chemical optimization system at the City of Winnipeg Drinking Water Treatment Plant, for the period from award of contract until December 31, 2028, in accordance with the following:
- (a) Recommendation System Development and Deployment in accordance with D6;
 - (b) Quarterly Model Reviews in accordance with D7
 - (c) Model Retraining in accordance with D8
- D4.1.1 The Services required under D6, D7 and D8 shall be in accordance with the City's Project Management Manual <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the

Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

- D4.1.2 Where the Services required include Contract Administration, Consultants shall pay particular attention to the revisions to Section 9.19 and 9.20.1 of the City's Project Management Manual in Addendum #8.
- <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>

- D4.2 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (c) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

- D4.3 Historic data from January 1, 2019, to April 1, 2025, will be provided to the successful proponent. The City makes no claim or liability to the accuracy of the information provided. The data includes:

- Intake
 - Flow – online daily data
 - pH – weekly samples
 - Alkalinity – monthly samples
 - Total organic carbon – biweekly samples
- Raw Water Pumping
 - Flow – online hourly data
 - Temperature – online hourly data and weekday samples
 - Turbidity – online hourly data and weekday samples
 - pH – online hourly data and weekday samples
 - Filtered and unfiltered ultraviolet transmissivity (UVT) – weekday samples
 - Alkalinity – weekly samples
 - Total organic carbon (TOC) – weekly samples
 - Dissolved organic carbon (DOC) – weekly samples
- Chemical Dosing Per Train
 - Sulphuric Acid dose per train – online hourly data
 - Ferric Sulphate dose per train – online hourly data
 - Adjusted pH – online hourly data and weekday samples
 - Zeta potential per train – twice daily samples
 - Alkalinity – weekly samples (2025 only)
- DAF Clarifier Operation
 - Flow – online hourly data
 - Effluent turbidity per train – online hourly data and weekday samples
 - Effluent filtered UVT per train – weekday samples
 - Effluent unfiltered UVT per train – online hourly data and weekday samples
 - Effluent pH per train – online hourly data and weekday samples

- Effluent iron per train – twice daily samples
 - Effluent alkalinity – weekly samples (per train 2025 only)
- Ozone Contact Tanks
 - Ozone dose per train – online hourly data
 - Sodium Bisulphite Dose per train – online hourly data
 - Residual Ozone concentration per train – online hourly data
- Filtered Water
 - Filter influent level – online
 - Flow – online
 - Turbidity – (online and lab)
 - Head loss – online
 - Unit Filter Run Volume (online)
- Chlorine Contact Tank
 - Chlorine dose – online
 - pH – online
 - Clearwell
 - Sodium Hydroxide dose – online
 - pH – online and lab
 - Turbidity – online
- UV Reactors
 - Flow (online)
 - UVT (online)
- To Distribution System
 - Flow – online
 - pH – online
 - Chlorine concentration – online and lab
 - Turbidity – online and lab
 - Filtered and unfiltered UVT – lab
 - Iron – lab
 - Trihalomethane and Haloacetic Acids – lab

D4.4 The funds available for this Contract are \$275,000.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) "**City**" means City of Winnipeg;
- (b) "**DOC**" means Dissolved Organic Carbon;
- (c) "**IP**" means Internet Protocol;
- (d) "**Professional Engineer**" means an individual that is registered to practice engineering in the Province of Manitoba;
- (e) "**SCADA**" means Supervisory Control and Data Acquisition;
- (f) "**Supply Chain Disruption**" means an inability by the Consultant/Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Consultant/Contractor making all reasonable commercial efforts to procure same. Consultant/Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (g) "**TCP**" means Transmission Control Protocol;
- (h) "**TOC**" means Total Organic Carbon;
- (i) "**UVT**" means Ultraviolet Transmission;

- (j) "WTP" means Water Treatment Plant;

D6. RECOMMENDATION SYSTEM DEVELOPMENT AND DEPLOYMENT

Project Management

- D6.1 Plan, organize, secure, and manage resources to complete the Scope of Work using the City Project Management Manual templates where available. Project management services shall include:
- (a) Create and submit and Project Management Plan (D6.2)
 - (b) Develop a Risk Management Plan (D6.3)
 - (c) Schedule and chair all project meetings (D6.4)
 - (d) Schedule and coordinate all site visits or work that will require assistance from City personnel (D6.5)
 - (e) Carry out other project management activities as required (D6.6).
- D6.2 A Project Management Plan shall be submitted no later than ten (10) Business Days after Project Award. The project management plan shall include but not be limited to:
- (a) Scope and Schedule
 - (i) Include the schedule information required in B17.1(g)
 - (ii) Provide a Deliverable based Work Breakdown Structure (WBS) that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, Deliverables, etc.).
 - (iii) Provide a Project schedule, listing all Project activities and milestones. Identify responsibilities, timelines, and dependencies for all activities and milestones.
 - (iv) The approved schedule will be used as the Project baseline schedule throughout the Project.
 - (v) The Consulting Contract Administrator may request updates to the Project baseline schedule due to delays in receiving deliverables.
 - (b) Quality Management
 - (i) Describe quality management methods used to address quality planning, quality assurance, and quality control
 - (c) Communication
 - (i) Include an organization chart
 - (ii) Identify the processes that will be used to liaise with the City throughout the provision of Services and to provide ample opportunity for input and review by the City's project team.
- D6.3 Develop a Risk Management Plan
- (a) A risk management plan identifying risk event causes, risk event outcomes, degree of uncertainty, effects on Project goals and objectives, severity of risk, response/action(s) to be undertaken, contingency plans, and associated costs to manage risks.
 - (b) The risk management plan shall be documented using the City's spreadsheet template located on the City's Asset Management Program website located at:
<https://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>.
- D6.4 The Consultant shall coordinate all Project meetings. Project meetings will be held virtually.
- (a) Coordinated Project meetings include:
 - (i) Provide meeting invites at least five (5) Business Days prior to the meeting date.
 - (ii) Provide meeting agendas at least two (2) Business Days prior to the meeting date.

- (iii) Provide meeting minutes within at least five (5) Business Days after the meeting date.
- (b) The following meetings shall be included in the Project Schedule:
 - (i) Pre-commencement meeting – to be scheduled immediately upon Project Award.
 - (ii) Pre-development review meeting after submission of the implementation report detailed in D6.18
- D6.5 The Consultant shall provide notice at least ten (10) Business Days prior to any site visits or work that will require assistance from City personnel.
- D6.6 The Consultant shall ensure that the Scope of Services is performed under the direct supervision of a Professional Engineer.
 - (a) All drawings, reports, recommendations, and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of Engineers Geoscientists Manitoba.
 - (b) Other reports and documents not involving the practice of professional engineering such as letters of information and meeting minutes may be prepared and signed by other personnel engaged by the Consultant and accepted by the City.
 - (c) The Consultant shall, at a minimum, use the most current industry standard practice and conform to the latest codes, standards, regulations, and legislative requirements in effect. The Consultant shall liaise with the Consulting Contract Administrator on the application of codes and standards.

Model Development

- D6.7 Schedule and chair a pre-commencement meeting in accordance with D6.4.
- D6.8 Review pertinent information described in D4.3 and identify parameters required for model development. The consultant shall submit a formal request for additional data and information required for model development. The schedule shall consider a City data gathering period of at least ten (10) Business Days.
- D6.9 Develop a chemical recommendation model based on site specific data.
 - (a) The model shall output recommended doses of 100% ferric sulphate in mg/L for each coagulation train.
 - (b) The model shall be demonstrated and evaluated against a production data set prior to City acceptance.
 - (c) Prepare and submit SCADA screen layout suggestions to the Consulting Contract Administrator.
- D6.10 Schedule and chair a pre-deployment review meeting in accordance with D6.4.

Hardware Implementation

- D6.11 Prepare and submit a Modbus TCP/IP register map to the Consulting Contract Administrator.
- D6.12 Supply and deliver all necessary hardware as an appliance for integration with the WTP SCADA system.
 - (a) Cloud-based or off-site solutions requiring connection to external networks will not be accepted.
 - (b) Hardware must not have internet connectivity or wireless communication capabilities installed.
 - (c) Hardware must have the ability to receive direct instrumentation inputs and use Modbus TCP/IP communication protocol.

- (d) Hardware and software shall not require subscription services or fees.
 - (e) The Consultant shall perform benchtop hardware and software testing before delivery.
 - (f) The Consultant shall provide setup instructions and a troubleshooting manual identifying how issues will be addressed without internet connectivity.
 - (g) The Consultant shall provide replacement power supplies and hardware at no additional cost to the City in the event of failure.
- D6.13 The City will provide 120V power, ethernet connection, and an IP address for the hardware.
- D6.14 The City will install the appliance in a secure location, integrate with the WTP SCADA system, and modify SCADA screens.
- D6.15 The Consultant shall validate model data following integration.
- D6.16 The City shall hold exclusive rights to use models trained with City data.

Implementation Report and Operator Training

- D6.17 Perform and on-site installation review and provide at least two in-person operator training sessions. Provide recorded training for operators unable to attend in person.
- D6.18 Prepare an implementation report. The report shall be stamped or sealed and signed by a Professional Engineer experienced in building and deploying machine learning models. At a minimum, the report should include the following elements:
- (a) An executive summary
 - (b) An introduction
 - (c) An overview of the treatment process and chemicals impacting coagulation
 - (d) Coagulant objectives
 - (e) Data analysis
 - (f) Modelling results and evaluation against a production data set
 - (g) Financial analysis
 - (h) Risk analysis
 - (i) Conclusions
 - (j) Recommendations

D7. QUARTERLY MODEL REVIEWS

- D7.1 Perform quarterly desktop reviews and submit technical memorandums summarizing model recommendations and coagulation performance.

D8. MODEL RETRAINING

- D8.1 Review and evaluate model performance for the period between model deployment and December 31, 2027.
- D8.2 Retrain models incorporating City feedback and data from the period specified in D8.1 to maintain model integrity. Evaluate alternative model methods to improve recommendation system performance.

D9. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D9.1 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.

- D9.1.1 The Consultant 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.
- D9.1.2 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.

D10. SUPPLIER CODE OF CONDUCT

- D10.1 The Consultant has reviewed and understands the City’s Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D10.2 The Consultant agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Consultant signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D10.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D11. UNFAIR LABOUR PRACTICES

- D11.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang--en/index.htm> conventions as ratified by Canada.
- D11.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D11.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D11.4 Failure to provide the evidence required under D11.3, may be determined to be an event of default in accordance with C14.

- D11.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D11.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D11.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D11.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

D13. SAFE WORK PLAN

- D13.1 The Consultant shall provide the Consulting 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 C4.4(a) for the return of the executed Contract.
- D13.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D14. INSURANCE

- D14.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D14.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;

- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$250,000 per claim and \$500,000 in the aggregate.
- D14.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D14.3 The policies required in D14.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D14.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D14.2(a) and D14.2(b).
- D14.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D14.2(a) and D14.2(c).
- D14.6 The Consultant shall provide the Consulting 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 Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D14.9.
- D14.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D14.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D14.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D15. COMMENCEMENT

- D15.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.

D15.2 The Consultant shall not commence any Services until:

- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D12;
 - (ii) the Safe Work Plan specified in D13; and
 - (iii) evidence of the insurance specified in D14.
 - (iv) evidence of a "CLEAR" Global Sanctions & PEP Check and a Police Information Check demonstrating no previous convictions or pending charges specified in E1.3.
- (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
- (c) The direct deposit application specified in D19.1.

D15.3 The City intends to award this Contract by July 31, 2026.

D16. CRITICAL STAGES

D16.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Recommendation System Development and Deployment in accordance with D6 shall be complete within six (6) months Contract award.
- (b) The retrained model in accordance with D8 shall be deployed by March 31, 2028.

D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D17.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.

D17.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services 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.

D17.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D17.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant 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 D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D17.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.

D17.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D18. INVOICES

D18.1 Further to C11, Consultant:

- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
- (b) should copy the Consulting Contract Administrator on submission of its invoice.

D18.2 Further to C11, the Consultant shall submit invoices according to the following schedule:

- (a) Model Development and Deployment (D6)
 - (i) 30% of Unit Price upon delivery of the Modbus TCP/IP register map.
 - (ii) 50% of Unit Price upon delivery of hardware.
 - (iii) 20% of Unit Price upon delivery of operator training and the final implementation report.
- (b) Quarterly Model Reviews (D7)
 - (i) 100% of Unit Price upon delivery of each quarterly technical memorandum.
- (c) Model Retraining (D8)
 - (i) 100% of Unit Price upon delivery of retrained model.

D19. PAYMENT

D19.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D20. DISPUTE RESOLUTION

D20.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D20.

D20.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted".

D20.3 The entire text of C17.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D20.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant'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 Consultant representative levels:

- (i) The Consulting Contract Administrator;
 - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D20.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D20.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D20.4.3 Both the City and the Consultant 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.
- D20.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D20.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D21. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D21.1 In the event that funding for the Services 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.
- D21.2 Further to 0, in the event that the obligations in D21 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D21.3 For the purposes of D21:
 - (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.
- D21.4 Modified Insurance Requirements
 - D21.4.1 If not already required under the insurance requirements identified in D14, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
 - D21.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
 - D21.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D21.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D21.5 Indemnification By Consultant

D21.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D21.5.2 The Consultant 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;

D21.5.3 in relation to this Contract or the Work.

D21.6 Records Retention and Audits

D21.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after 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.

D21.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D21.6.1 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.

D21.7 Other Obligations

D21.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D21.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

- D21.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D21.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D21.7.5 The Consultant 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.
- D21.7.6 The Consultant 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 Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

E1.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Global Sanctions & PEP Check **and** a Police Information Check as detailed below.

E1.1.1 The Global Sanctions & PEP Check must be obtained through Sterling BackCheck.

- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
- (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account. Click on the link below, complete the form, and hit submit. ******(This form is to be completed by the company, not by the employee requiring the security clearances).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
- (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
- (d) In order to run a Global Sanctions & PEP Check and/or a Police Information Check, follow the steps below:
 - (i) Click on the sub-tab labelled "Order eConsent".
 - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
 - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
 - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Global Sanctions & PEP Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & PEP Check and the Police Information Check should have a grey check mark beside them.
 - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
 - (vi) The employee will receive the invitation and must click on the link and complete their Global Sanctions & PEP Check and/or Police Information Check.
 - (vii) The results of the Global Sanctions & PEP Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
- (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: linda.ferens@sterlingcheck.com OR managedsupport@sterlingcheck.com

E1.1.2 The Police Information Check must be obtained from one of the following:

- (a) Sterling BackCheck;

- (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or
 - (b) A police service having jurisdiction at their place of residence;
 - (i) The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner.
 - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Consulting Contract Administrator; or
 - (c) Commissionaires (Manitoba Division);
 - (i) Forms to be completed can be found on the website at:
<https://www.commissionaires.ca/en/manitoba/home>
 - (ii) The applicant shall provide the original Police Information Check to the Consulting Contract Administrator; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
 - (i) Forms to be completed can be found on the website at:
<https://myfastcheck.com>
 - (ii) The applicant shall provide the original Police Information Check to the Consulting Contract Administrator.
- E1.2 Any individual for whom a Global Sanctions & PEP Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- E1.3 Individuals for whom a Global Sanctions & PEP Check indicates "CLEAR" and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in D4.
- E1.4 Individuals for whom a Global Sanctions & PEP Check does not indicate "CLEAR" and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in D4.
 - (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
 - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
 - (i) convictions or pending charges related to property offences; and/or
 - (ii) convictions or pending charges related to crimes against another person.
 - (c) Where additional investigation related to a Global Sanctions & PEP Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
 - (d) Additional investigation by the City may take upwards of six weeks.
- E1.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Proponent/Consultant shall supply the Consulting Contract Administrator with a Global Sanctions & PEP Check and a Police Information Check satisfactory to the City obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- E1.6 Any Global Sanctions & PEP Check and Police Information Check determined to be satisfactory to the City will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Global Sanctions & PEP Check and/or a Police Information Check. Any individual in E1.1 who fails to provide a Global Sanctions & PEP Check and/or a Police Information Check satisfactory to the City as a result of

a repeated records search will not be permitted to continue to perform any Work as specified in D4.