



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 593-2016

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE
NORTH END SEWAGE TREATMENT PLANT (NEWPCC) RETURN ACTIVATED SLUDGE
PIPE CONDITION ASSESSMENT AND PRELIMINARY DESIGN**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE NORTH END SEWAGE TREATMENT PLANT (NEWPCC) RETURN ACTIVATED SLUDGE PIPE CONDITION ASSESSMENT AND PRELIMINARY DESIGN

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, August 8, 2016.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 The Project Manager or an authorized representative will conduct a Site Investigation tour at the NEWPCC on:

(a) July 26, 2016 9:00 am; and

(b) July 27, 2016 1:30 pm.

B3.1.1 The same information will be given in both tours

B3.1.2 Proponents must register for the Site Investigation by contacting the Project Manager identified in D2.

B3.1.3 Proponents attending the Site Investigation outlined B3.1 must wear CSA approved safety footwear and a hard hat while inside the sewage plant.

B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Project Manager identified in D2.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

- B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B6. ADDENDA

- B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Proponent is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B8;
 - (b) Form B: Fees (Section B) in accordance with B9;
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.

- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

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

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

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

B9.1 The Proposal shall include a Time Based Fee schedule calculated on a time basis for all disciplines and/or phases identified in D5 Scope of Services.

B9.2 An estimated minimum number of hours is indicated in the RFP for section D5.2.1 Consultant Services Management Plan and Section D5.6 Contract Administration in Form B to guide the Proponent in developing their fee proposal.

B9.3 The estimated minimum number of hours indicated for each line item is based upon the Proponent using experienced personnel who are familiar with the City's requirements and procedures for performing the work. Additional hours may be required for less experienced personnel; fewer hours may be required for more experienced personnel.

B9.4 Where the proposed number of hours deviates significantly from the estimated minimum number of hours indicated in the RFP, the Consultant should provide a detailed explanation of the fee and how the scope of work will be accomplished.

B9.5 The fees proposed by the Proponent in Form B shall constitute an upset limit. Ensure the hours proposed are sufficient to complete the specified work.

B9.6 Time Based Fees for all disciplines according to the Scope of Services. Details shall include as a minimum:

- (a) the work activities of the proposed Services;
- (b) the respective number of hours per work activity per task per each proposed individual;
- (c) the name and role of proposed individuals;
- (d) the respective engineering discipline or management function as applicable;
- (e) the applicable hourly rates;
- (f) the associated disbursements; and
- (g) information relating to points (a) to (f) above shall be presented in a Matrix form that allows easy understanding of their connections, and the associated Form B: Fees summarized shall be issued from a direct traceable compilation of the Matrix input.

B9.7 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.8 The City will not consider an adjustment to the Fees based on;

- (a) changes in the Project budget;
- (b) changes in the Project Schedule;

(c) increases to hourly rates (escalation) including salary adjustments.

- B9.9 If the City requires additional services, the rates to be used will be the rates provided in the Proponent's proposal.
- B9.10 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B9.11 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B9.12 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.13 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposals should include:
- (a) Proposals should include details demonstrating the Proponents and Sub-Consultants experience on up to three projects of similar complexity, scope and value relating to the scope of work identified for this project. Up to a maximum of one (1) project example used can be a City of Winnipeg project. At least one project should be an above ground industrial piping condition assessment project.
- B10.2 For each project listed in B10.1, the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original and final costs and schedule;
 - (d) project owner;
 - (e) reference information (two current names with telephone numbers per project).
 - (i) References shall have worked directly on the projects described, such as the Project Manager or Contract Administrator
 - (ii) References may be used to confirm the information provided in the proposal
- B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B11.1 Describe your approach to overall team formation and coordination of team members.
- B11.1.1 Include an organizational chart for the Project.
- B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with

existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

- B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:
- (a) description of project;
 - (b) role of the person;
 - (c) project owner;
 - (d) reference information (two current names with telephone numbers per project).
 - (i) References shall have worked directly on the projects described, such as the Project Manager or Contract Administrator
 - (ii) References may be used to confirm the information provided in the proposal
- B11.4 For the person identified as Resident Contract Administrator in D5.6, show this person has the experience in projects where they were required to make independent on-site decisions regarding changes in analytical testing and able to direct the 3rd party testing contractor.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D5.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Proposals should address:
- (a) the team's understanding of the Scope of Services and broad functional and technical requirements;
 - (b) the deliverables and associated task requirements of the Project;
 - (c) the work activities and clearly identify all significant assumptions and interpretations;
 - (d) the proposed techniques to ensure data quality and consistency, and elimination of subjectivity or bias from the assessments;
 - (e) the activities and services to be undertaken by the City and equipment and supplies to be provided by the City;
 - (f) any potential risks, along with their implications and possible mitigation measures, that could be encountered during inspection;
 - (g) any initiative and innovation to be used to perform the Services; and
 - (h) any other issue that conveys your team's understanding of the Project requirements.
- B12.5 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D5.

B13. PROJECT SCHEDULE (SECTION F)

- B13.1 Proponents should 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.

B13.2 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. The schedule shall include the following minimum time periods.

- | | |
|--|----------------------|
| (a) Review of technical memos and reports | 14 Calendar Days |
| (b) Review of Preliminary Design | 14 Calendar Days |
| (c) City Internal Review/Approval for Award of Bid Opportunities | 5 weeks (from Close) |

B14. DISCLOSURE

B14.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

- (a) Pipeline Inspection and Condition Analysis Corporation (aka PICA)

B15. QUALIFICATION

B15.1 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;

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 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 until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative

Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

B20.1 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.

B20.2 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.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 5%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 25%
- (g) Project Schedule. (Section F) 10%

B21.2 Further to B21.1(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.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.

B21.6 Further to B21.1(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.

- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B22.3.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.5 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Ms. Bronwyn Jones, P.Eng.

Telephone No. 204 986-8664

Email Address: bjones@winnipeg.ca

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

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

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

(a) "The City" means City of Winnipeg

(b) "RAS" means Return Activated Sludge

(c) "NEWPCC" means North End Sewage Treatment Plant

(d) "WEWPCC" means West End Sewage Treatment Plant

(e) "MIC" means microbiological influenced corrosion

(f) "WSTP" means Winnipeg Sewage Treatment Program consisting of both City and Veolia personnel

D4. BACKGROUND

D4.1 The North End Sewage Treatment Plant (NEWPCC) located at 2230 Main Street is the largest of the three sewage treatment plants servicing the City of Winnipeg. The Return Activated Sludge (RAS) pipe system, installed in the late 1980s, is beyond the design service life and numerous leaks have occurred. The system consists of approximately 600 m of trunk pipework from 300 mm to 900 mm diameter with associated valves and pumps. Reliable operation of the RAS system is critical to the operation of the plant.

D4.2 The City of Winnipeg is currently upgrading the NEWPCC through a separate project to accommodate future wastewater flows and loadings to the plant and to provide enhanced treatment capability to address environmental and public health concerns and regulatory requirements. The RAS pipes will be decommissioned during this upgrade project.

D4.3 The City has determined that due to the increasing number of pipe failures, for pipes of large diameter that are beyond internal resources to repair, a pipe condition assessment is required to determine repair and rehabilitation work necessary to extend the life of these pipes until they are decommissioned.

D4.4 The City has just completed a RAS replacement project at the West End Sewage Treatment Plant (WEWPCC) where a forensic corrosion analysis was performed on the removed RAS pipe. In this pipe, it was found that failures occurred due to microbiological influenced corrosion

(MIC) along straight lengths of pipe. Uniform corrosion only accounted for 10% of total wall loss whereas the MIC accounted for 60 to 95% of wall loss in the areas investigated. Although the two plants have different wastewater characteristics, these findings need to be taken into consideration. The full forensic corrosion analysis reports will be made available to the successful proponent.

- D4.5 The City has engaged Veolia Water North America to provide advice to the City during the delivery of this Project. Veolia will be in attendance at meetings and workshop and assist with reviews throughout the project. This does not relieve the Consultant of their obligation.

D5. SCOPE OF SERVICES

D5.1 General Requirements

- D5.1.1 The Scope of Services section provides a brief description of the Work and is only to be considered a guideline for the proposal preparation. Consultants are encouraged to use their initiative when developing their proposals to refine the scope of work activities and propose additional or alternative activities which they consider appropriate or beneficial to the project.
- D5.1.2 Unless otherwise stated, attached Appendix B "Definition of Professional Consultant Services" shall be applicable to the provision of Professional Engineering services for this project.
- D5.1.3 The RAS pipes that shall be assessed under the Contract include approximately 600 m of cast iron and/or steel pipe, and any sections of RAS piping that cannot be isolated without removing one or more secondary clarifiers or bio reactors from service. The pipe diameter ranges from 300 mm to 900 mm and pipes are located at various elevations in the pipe galleries from floor level to over 3 m above the floor. The pipe galleries are very congested and access to some pipes may be difficult. Pipe drawings illustrating typical arrangements are attached as Appendix A. Appendix B also contains Process and Instrumentation Diagram drawings depicting the entire RAS process.
- D5.1.4 In addition to RAS pipes, evaluation of the condition of associated valves and flow meters along the pipe run is required.
- D5.1.5 The Services required under this Contract shall consist of project development, inspection, analytical testing program definition, procurement, contract administration and assessment necessary to estimate the remaining life of the pipe. The Consultant shall also provide preliminary design services which will allow for budgeting of capital improvement works.
- D5.1.6 The Consultant will prepare, tender and administer a separate Bid Opportunity to procure for analytical pipe inspection by a specialized testing company.
- D5.1.7 The Consultant and any project related Subconsultants and Contractors shall be made aware of the Environmental Preservation and Compliance obligations as per the Wastewater Services Environmental Preservation and Compliance Statement – Appendix C.
- D5.1.8 The Consultant shall prepare an agenda for all project team meetings with a copy to be sent to the City Project Manager at least two (2) business days prior to the meeting. The Consultant shall record minutes in all meetings in which they attend. Minutes to be forwarded to all present within five (5) business days of the meeting.
- D5.1.9 All project related meetings will be held at the NEWPCC.
- D5.1.10 The submittal format for deliverables is outlined in CD-CP-TO-05 Project Documentation Requirements in Appendix D.
- D5.1.11 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Project Manager. Experience and qualification as specified in B11 shall be submitted for all requested substitute(s) and replacement(s).

D5.2 Project Management

D5.2.1 Consultant Services Management Plan (CSMP)

Upon assignment award, the Consultant shall prepare a comprehensive Consultant Services Management Plan (CSMP) detailing the process that will be applied during the provision of the assigned services. The Proponent shall allow for a minimum of 25 hours to complete the CSMP. Requirements are outlined in CD-CP-PL-01 Consultant Services Management Plan Minimum Requirements in Appendix E and a sample PG-PM-TO-08 Sample CSMP is attached in Appendix F. Requirements of this document form a part of this scope. This RFP document shall override the CSMP document requirements where indicated. For this assignment the following sections of the CSMP shall be modified as follows;

- (a) Section 1.1: The initial Consultant Services Management Plan shall be supplied for approval within three (3) weeks of assignment award.
- (b) Section 2.2.1: The Consultant shall complete the Risk Register during the Project Definition phase and update in the preliminary design phase.
- (c) Section 2.2.4: The Document Management System (DMS) will not be required for this assignment.
- (d) Section 2.3.2:
 - (i) Submissions shall be made to the Project Manager at stages referred to in D5 Scope of Services.
 - (ii) Documents to be presented or reviewed in a meeting or workshop shall be issued a minimum of five (5) Business Days prior to the presentation.
 - (iii) For any document, the City requires a minimum of ten (10) Business Days for review or approval, unless otherwise noted in the RFP.
- (e) Section 2.3.6: Earned Value Analysis reporting and Estimate at Completion forecasting are not applicable to this project.
- (f) Section 3.1.3 HAZOP: Will not be required for this assignment.
- (g) Section 3.1.3 CHAIR: Will not be required for this assignment.
- (h) Value Engineering workshops are not required.

D5.3 Project Definition

- D5.3.1 Meet with stakeholders and identify the general strategy for completing the project.
- D5.3.2 Lead a workshop with operations staff to identify any operational constraints with inspection or potential repair, rehabilitation or replacement construction.
- D5.3.3 Gather all necessary relevant data, drawings and reports and perform any site investigations necessary to do the Work.
- D5.3.4 Define all pipe that meets project scope criteria.
- D5.3.5 Divide the in-scope pipe into as many sections necessary to facilitate, criticality assessment, inspection and rehabilitation/replacement works.
- D5.3.6 Conduct a visual inspection of pipe and record all observations regarding external pipe condition.
- D5.3.7 Conduct a criticality assessment on the sections of pipe. Define a method to assign a criticality number to each pipe section, valve and flow meter based on factors such as pipe diameter, flow served and ability to isolate. Apply the method and assign a criticality value to each section, valve and flow meter.
- D5.3.8 Identify any pipe sections that should be replaced or rehabilitated based on visual inspection only without any further analytical inspection methods.
- D5.3.9 Attend and participate in a Risk Workshop of approximately 3 hours. Summarize the information in the document PG-RM-TO-01 Risk Register. A Risk Register template is attached in Appendix G.

- D5.3.10 Prepare a project definition technical memo summarizing work and findings.
- (i) The Consultant should allow for a two (2) week review period for the City to provide comments.
 - (ii) Upon receipt and of the City's review comments, implement comments and submit a revised document within two (2) weeks.
- D5.4 Inspection Program Definition
- D5.4.1 Investigate different analytical inspection methods and recommend a method or methods best suited to deliver appropriate wall loss measurements for all pipe in scope.
- (a) Among available technologies commonly used in industry, the consultant shall evaluate the external "Bracelet Probe" technology used by PICA Corporation.
 - (b) Ultrasonic spot testing, used alone, will not be considered to be sufficient to get an accurate picture of pipe wall loss.
 - (c) Meet with the City to discuss inspection options prior to preparing a technical memo.
- D5.4.2 Provide cost estimate per linear meter of pipe inspected for all inspection methods analyzed. Outline any additional costs associated with different test methods. (E.g. mobilization, disbursements, etc.). Include all cost information in the technical memo in D5.4.4.
- D5.4.3 If required, produce specifications for appropriate scaffolding required for inspection method proposed.
- D5.4.4 Prepare a technical memo detailing the researched analytical inspection methods and make a recommendation for the most appropriate method(s) for the project.
- (i) The Consultant should allow for a two (2) week review period for the City to provide comments.
 - (ii) Upon receipt and implementation of the City's review comments, submit a revised document within two (2) weeks.
- D5.5 Procurement
- D5.5.1 The Consultant shall prepare a Bid Opportunity Document for the pipe inspection. The Project Manager must review and approve prior to posting documents to the Materials Management website.
- D5.5.2 The Consultant shall prepare any separate Bid Opportunity Documents that may be necessary to complete the pipe inspections by the specialized pipe inspector, for example, scaffolding contractor.
- D5.5.3 During tender period: Provide timely responses to questions that may be asked during tender call and issue addenda to the contract documents as necessary.
- D5.5.4 Arrange for, attend and lead the bidder's site visit(s).
- D5.5.5 Submit a review, analysis, comparison, tabulation, calculation, and evaluation of the tenders received. Make recommendations for award of Contract.
- D5.6 Contract Administration
- D5.6.1 Provide Contract Administration Services as defined in Section 5 of the City of Winnipeg document "Definition of Professional Consultant Services Appendix B." The consultant shall use the processes, procedures, forms and templates contained within the document CD-PM-PC-01 Contract Administration Manual in Appendix H.
- (a) Provide Non-Resident Contract Administration as required.
 - (b) The consultant shall provide full time Resident Contract Administration services during the time the specialized testing company is on site. For proposal purposes, the proponent is to assume 200 hours. Contract Administrator shall be an individual capable of independently directing the testing company on site.

- D5.6.2 Prior to the start of specialized testing company or any construction, the Consultant shall coordinate a Site Health and Safety orientation of the Plant to be led by Operations Staff.
- D5.7 Pipe Condition Assessment
- D5.7.1 The Consultant shall carry out a condition assessment based on the analytical inspection findings submitted by the specialized testing company. For the condition assessment the Consultant shall
- (a) Establish a rating system for the pipe condition.
 - (b) Endeavour to quantify the remaining life for each section of pipe.
 - (c) Based on the criticality and condition data gathered, develop a method of grading each pipe section, valve and flow meter which shall reflect the risk to the City of operating these assets (risk rating). The risk rating shall be used for prioritizing and scheduling repairs/replacement works.
 - (d) Submit the findings in a formal report based on the following:
 - (i) Include all processed data from the specialized testing company in an appendix of the report.
 - (ii) The Consultant should allow for a two (2) week review period of the draft report for the City to provide comments prior to the Consultant's draft review meeting with the City. This should be accounted for and shown in the proposal.
 - (iii) Presenting and discuss findings in a meeting with the City.
 - (iv) Upon receipt of the City's review comments of the Draft Pipe Assessment Report, submit the Final Pipe Condition Assessment Report within two (2) weeks.
- D5.8 Preliminary Engineering Services
- D5.8.1 The Consultant shall propose repair, rehabilitation or replacement work where required. Repair, rehabilitation or replacement should be designed at the lowest cost to extend the asset life of the pipe until it is decommissioned.
- D5.8.2 Repair, rehabilitation or replacement work shall be broken down into logical phases to accommodate plant operations.
- D5.8.3 The Consultant shall prepare a comprehensive Preliminary Design Report documenting all of the following;
- (a) Assumptions,
 - (b) Identification and where appropriate mitigation of risks in the construction phase (using the risk register review as a tool),
 - (c) Preliminary designs, drawings and recommendations,
 - (d) A construction cost estimate to an accuracy level consistent with AACE Class 3 (-20% to +30%) for all proposed repair, rehabilitation or replacement work. The estimate shall be broken down into logical construction phases defined in D5.8.2,
 - (e) Project schedules,
 - (f) Any supplementary work performed.
- D5.8.4 A draft copy of the report is to be submitted two (2) weeks prior to the Preliminary Design review meeting
- D5.8.5 Present and discuss recommendations at a Preliminary Design review meeting.
- D5.8.6 Upon receipt of the City's review comments, incorporate changes and submit the Final Preliminary Design report within three (3) weeks.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D6.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) Any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Consultant who violates any provision of D6 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D8. INSURANCE

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) If applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or

damage including personal injuries and death resulting from any one accident or occurrence.

- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 250,000 per claim and \$ 500,000 in the aggregate.

- D8.2.1 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.
- D8.3 The policies required in D8.2(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.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).
- D8.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D8.8.
- D8.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D9. COMMENCEMENT

- D9.1 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.
- D9.2 The Consultant shall not commence any Services until:
 - (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by October 10, 2016.

D10. MONTHLY INVOICES

- D10.1 The Project Manager shall provide the Consultant with an invoice template to be used on this project.
- D10.2 In addition to C10.7, the Consultant shall submit Invoices on a monthly basis.
 - D10.2.1 Monthly invoices shall include the following:
 - (a) Activity/ Task Description;
 - (b) Contract amount subtotals;

- (c) Previously Invoiced;
- (d) Current invoice;
- (e) Invoiced to date;
- (f) Remaining balance