



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 76-2023

NEWPCC DCS MIGRATION - INTEGRATOR SUPPLY AND SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.2 NEWPCC DCS MIGRATION - INTEGRATOR SUPPLY AND SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 5, 2023.

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Proponent may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation or is provided by the Contract Administrator in writing.

B3.3 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect his/her Proposal or his/her performance of the Work and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:

MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

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

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least ten (10) Business Days prior to the Submission Deadline.
- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same

function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;

- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

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

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

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

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

B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B23.

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

B8. PROPOSAL SUBMISSION

B8.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal;
- (b) Form B: Prices;

B8.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12;
- (c) Project Understanding and Methodology (Section E) in accordance with B13; and
- (d) Project Schedule (Section F) in accordance with B14.
- (e) Form P: Person Hours.

B8.3 Further to B8.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a

Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B8.6.1 Proposals will **only** be accepted electronically through MERX.

B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(a).

B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

B9.1 The Proponent shall complete Form A: Bid/Proposal and for P: Person Hours, making all required entries.

B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

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

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Prices on Form B: Prices shall include:

- (a) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

- B11.1 Proposals should include:
 - (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management of construction and contract administration services on up to three projects of similar complexity, scope and value.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
 - (a) description of the project;
 - (b) role of the contractor;
 - (c) project's original contracted construction cost and final construction cost;
 - (d) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.
- B11.4 Proposals should address:
 - (a) Direct and detailed experience with the software that will be used during the DCS Migration including:
 - (i) AVEVA PlantSCADA (Citect)
 - (ii) AVEVA Historian (Wonderware)
 - (iii) ControlExpert (Unity Pro)
 - (iv) Experience configuring Virtual Machines
 - (v) Experience configuring SCADA Servers
 - (vi) ABB Infi90 DCS and S+ HMI
 - (vii) Modbus experience
 - (viii) Network configuration
 - (b) Experience with Project Hardware
 - (i) Schneider Hot/Standby M580 PLCs
 - (ii) Industrial Networking Switches
 - (iii) Redundant Servers
 - (c) Experience and resources to be used on the project for Testing and Commissioning
 - (i) Factory Acceptance Testing

- (ii) System Integration Functional Testing
- (iii) Site Acceptance Test
- (iv) Site Integration Test
- (v) Commissioning
- (vi) Troubleshooting
- (vii) Working on live systems
- (viii) Collaboration with Maintenance and Operations Personnel
- (ix) Development of Operation and Maintenance Manuals

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B12.1 Describe your approach to overall team formation and coordination of team members.

B12.1.1 Include an organizational chart for the Project.

B12.2 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 Contractors 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 B12.1.1.

B12.3 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 B10.1, 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).

B12.4 Key Personnel include:

- (a) Project Manager
- (b) Lead Integrator
- (c) PLC Lead
- (d) HMI Lead
- (e) Commissioning Lead

B12.5 Proposals should address:

- (a) Direct and detailed experience with the software that will be used during the DCS Migration including but not limited to the following:
 - (i) AVEVA PlantSCADA (Citect)
 - (ii) AVEVA Historian (Wonderware)
 - (iii) ControlExpert (Unity Pro)
 - (iv) Experience configuring Virtual Machines
 - (v) Experience configuring SCADA Servers
 - (vi) ClearSCADA
 - (vii) ABB Infi90 DCS and S+ HMI
 - (viii) Modbus experience
 - (ix) Network configuration
- (b) Any software training certificates if applicable is recommended.

- (c) Experience with Project Hardware
 - (i) Schneider Hot/Standby M580 PLCs
 - (ii) Industrial Networking Switches
 - (iii) Redundant Servers
- (d) Experience and resources to be used on the project for Testing and Commissioning
 - (i) Factory Acceptance Testing
 - (ii) System Integration Functional Testing
 - (iii) Site Acceptance Test
 - (iv) Site Integration Test
 - (v) Commissioning
 - (vi) Troubleshooting
 - (vii) Working on live systems
 - (viii) Collaboration with Maintenance and Operations Personnel
 - (ix) Development of Operation and Maintenance Manuals

B12.6 Provide rates in Form P for all Key Personnel as well as rates for general developers and general administrative assistants. These rates shall be used for billing of all time based tasks in Form B denoted by "Time". The rates will also be used for additional work as directed by the City from the Cash Allowance Task. The rates shall not be escalated through the project duration. If Key Personnel are required to be changed due to extenuating circumstance, the replacement Key Personnel shall use the same rate as shown on the submitted Form P.

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B13.1 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.

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D2.

B13.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B13.4 Proposals should address:

- (a) the teams understanding of the new Process Control System being developed;
- (b) the teams understanding of the existing Distributed Control System being migrated from;
- (c) the team's understanding of the Migration Plan;
- (d) the team's understanding of the broad functional and technical requirements;
- (e) the proposed Project construction budget;
- (f) the City's Project methodology with respect to the information provided within this RFP;
- (g) the Proponents understanding of the application of the City's standardized agreements
- (h) any challenges identified and mitigation plans to address the challenges; and
- (i) any other issue that conveys your team's understanding of the Project requirements.

B13.5 For each person identified in B12.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B14. PROJECT SCHEDULE (SECTION F)

B14.1 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.

- B14.2 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.

B15. DISCLOSURE

- B15.1 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.

- B15.2 The Persons are:

(a) N/A

B16. CONFLICT OF INTEREST AND GOOD FAITH

- B16.1 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.

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

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

that could or would be seen to:

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

- B16.3 In connection with its Proposal, each entity identified in B16.2 shall:

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

- B16.4 Without limiting B16.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B16.5 Without limiting B16.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B16.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B17. QUALIFICATION

- B17.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B17.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B17.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work 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); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B17.5 and D7).

- B17.4 Further to B17.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B17.5 Further to B17.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B17.6 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B17.7 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B18.1 Proposals will not be opened publicly.

B18.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B18.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B18.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B18.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B19. IRREVOCABLE OFFER

B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid/Proposal.

B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly formed and the contract security have been furnished 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: Bid/Proposal.

B20. WITHDRAWAL OF OFFERS

B20.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B21. INTERVIEWS

B21.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B22. NEGOTIATIONS

B22.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B22.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B22.3 If, in the course of negotiations pursuant to B22.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B23. EVALUATION OF PROPOSALS

B23.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B17: (pass/fail)
- (c) Total Bid Price 10%
- (d) Experience of Proponent and Subcontractor; (Section C) 35%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 35%
- (f) Project Understanding and Methodology (Section E) 15%
- (g) Project Schedule. (Section F) 5%

B23.2 Further to B23.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is qualified.

- B23.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B23.5 Further to B23.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D2.5.
- B23.6 Further to B23.1(c) where the Total Bid Price exceeds the estimate stated in D2.5 the City may determine that no award will be made in accordance with B24.2.1(a).
- B23.7 Further to B23.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B23.8 Further to B23.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B23.9 Further to B23.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B12.
- B23.10 Further to B23.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B23.11 Further to B23.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B23.12 Notwithstanding B23.1(d) to B23.1(g), where Proponents fail to provide a response to B8.2(a) to B8.2(d), the score of zero may be assigned to the incomplete part of the response.
- B23.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.
- B23.14 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B23.15 This Contract will be awarded as a whole.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B24.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B24.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B24.4.1 The Contract documents as defined in C1.1(o)(ii) 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.
- B24.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B24.6 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 the Combined Provision of Goods and Services (2020-01-31)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and 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 the Combined Provision of Goods and Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Migrating the NEWPCC existing Distributed Control system to a PLC-based Process Control System. The scope of work includes server and client configuration; domain controller configuration; workstation configuration; Turbo Ring v2 network configuration; installation, configuration Schneider M580 PLCs using ControlExpert; panel fabrication; installation and configuration of an AVEVA PlantSCADA and AVEVA Historian based Process Control System; and integration of existing PLCs and HMIs for the entire site, including the Headworks Facility, the Interim P area and the Primary Clarifier Upgrade Projects, which are currently under construction.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2023.

D2.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.5 The funds available for this Contract are \$12,000,000.00.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **"Proponent"** means any Person or Persons submitting a Proposal for Goods and Services;
- (b) **"Standardized Function Block"** means a custom developed derived or extended function block for the City to be used as a template in this project and future projects by the City;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is AECOM Canada Ltd. represented by:
Scott Symons

Telephone No. 1-204-390-6070

Email Address: Scott.Symons@aecom.com

D4.2 Before commencement of Work, The Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6.21, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.
- D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. NOTICES

- D6.1 Notwithstanding C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D7.1 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.
- D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D7.1.2 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.

D8. UNFAIR LABOUR PRACTICES

- D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(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](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, 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.
- D8.3 Upon request from the Contract Administrator, the Contractor 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.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the 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.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor'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.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 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 Contractor 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.

STANDARDIZATION

D9. STANDARDIZED GOODS

- D9.1 The following goods have been standardized by the City and will be supplied by the Contractor:
- (a) Standardized Control System and Motor Control Equipment as per E5.

D10. CONTRACTUAL ARRANGEMENT

- D10.1 Each Standardization Vendor shall be a Subcontractor of the Contractor.

D10.2 The City's contract with each of the Standardization Vendors defines the prices and general terms of supply to the Contractor. Each Standardization Vendor is obligated to enter into a contract with the Contractor, based upon such prices and general terms of supply.

D10.2.1 The City is not a party to any contract between a Standardization Vendor and the Contractor, or any Subcontractor.

D10.3 In the event that a potential dispute arises between the Contractor and a Standardization Vendor, the Contract Administrator shall be notified.

D11. PAYMENT OF STANDARDIZATION VENDORS

D11.1 The Contractor is obligated to pay the Standardization Vendors in accordance with general terms of supply applicable to such Standardization Vendor.

D11.2 The Contractor's payment terms to the Standardization Vendor, in respect of Standardized Control System in E5, include the following:

D11.2.1 Payment shall be in Canadian funds net thirty (30) Calendar Days after shipment.

D12. TERMINATION OF CONTRACT

D12.1 Notwithstanding any extension of time if, at any time prior to the completion of the Contract, for any cause whatsoever, whether or not due to the fault of the Contractor, Sub-Contractor, or the employees of either of them, or otherwise, the work, in the opinion of the City with or without consultation from the Contract Administrator, is not being performed in accordance with the terms of the Specifications and the Contract, or is not progressing satisfactorily, or is not likely to be completed within the time specified; the City, after forty-eight hours notice given to the Contractor or their agent may terminate this contract and re-bid the work and enter into a new Contract for the whole or any part of the uncompleted work, or otherwise cause said work or any part thereof to be completed, and pay for same out of any monies of the Contractor which may be due or accruing due him from the City, and may further charge the Contractor with the amount of any money which the City may have spent in connection with such work over and above the monies aforesaid of the Contractor, and may collect the same as a debt due from the Contractor to the City. The City reserves the right to take over and use any plant and materials being used in the work. The Contractor hereby agrees that they will not remove, dispose of, nor transfer their rights in any of the plants or materials after they have received the above-mentioned forty-eight hours notice, and any assignment or transfer made in contravention of this provision is invalid.

SUBMISSIONS

D13. AUTHORITY TO CARRY ON BUSINESS

D13.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D14. SAFE WORK PLAN

D14.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D14.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D14.3 Notwithstanding B17.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D15. INSURANCE

D15.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive per occurrence, with the City and Manitoba and its Ministers, officers, employees and agents added as additional insureds, with a cross-liability clause. Such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, sudden and accidental pollution liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks builders' risk insurance including testing and commissioning in the amount of one hundred percent (100%) of the total Contract Price. This policy shall remain in effect at minimum until ten (10) calendar days after Substantial Performance and if all testing and commissioning has not been completed at that time, the policy will extend until such time as all testing and commissioning has been completed.

D15.2 Deductibles shall be borne by the Contractor.

D15.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.

D15.4 All Subcontractors performing Work on the Project shall provide the Contractor with evidence of insurance as outlined in D14.1 (a) and (b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work. The Contractor shall provide the Contract Administrator with evidence of same prior to the commencement of any Work.

D15.5 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D15.6 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D15.7 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D16. CONTRACT SECURITY

D16.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or

- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

- D16.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
 - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D16.1.1(b).
- D16.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D16.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D16.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D16.2 The Contractor shall provide the Contract Administrator identified in D5 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D17. SUBCONTRACTOR LIST

- D17.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

D18. DETAILED WORK SCHEDULE

- D18.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D18.2 All dates and time periods in the detailed work schedule shall be consistent except that:
- (a) the Contractor may adjust fixed dates proposed on Form L: Detailed Work Schedule, by not more than the difference between the aforementioned assumed and actual dates;

- D18.3 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work; and
 - (b) a Gantt chart for the Work based on the C.P.M. schedule;
all acceptable to the Contract Administrator.
- D18.4 Further to D18.3(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.
- D18.5 Further to D18.3(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

CONTROL OF WORK

D19. COMMENCEMENT

- D19.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D19.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D13;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D14;
 - (iv) evidence of the insurance specified in D15;
 - (v) the contract security specified in D16;
 - (vi) the Subcontractor list specified in D17;
 - (vii) The Detailed Work Schedule specified in D18; and
 - (viii) The direct deposit application form specified in D34.2.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D19.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.
- D19.4 The City intends to award this Contract by June 9, 2023.
- (a) If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D20. WORKING DAYS

- D20.1 City of Winnipeg Working Days are Monday to Friday 8:00 AM to 4PM. The Integrator shall perform the site activities within City of Winnipeg Business Days and hours. Coordinate with Contract Administrator to perform additional Work onsite out of City of Winnipeg regular Business Days and hours.

D21. CRITICAL STAGES

- D21.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

(a) PCS Configuration	October 11, 2023
(b) Migration of Area G	January 31, 2024
(c) Migration of Area P	May 8, 2024
(d) Migration of Area D	September 25, 2024
(e) Migration of Area W	March 5, 2025
(f) Migration of Area C	June 25, 2025
(g) Migration of Area B	September 3, 2025
(h) Migration of Area U	January 7, 2026
(i) Migration of Area S	May 22, 2026
(j) Migration of Area R	September 23, 2026
(k) Migration of Area M	November 4, 2026
(l) Existing PLC Integration	February 10, 2027
(m) Integration of Area H	May 19, 2027

D22. TOTAL PERFORMANCE

D22.1 The Contractor shall achieve Total Performance by May 19, 2027.

D22.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D22.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D23. LIQUIDATED DAMAGES

D23.1 If the Contractor fails to achieve Critical Stages or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) PCS Configuration – One thousand five hundred dollars (\$1500);
- (b) Migration of Area G – One thousand five hundred dollars (\$1500);
- (c) Migration of Area P – One thousand five hundred dollars (\$1500);
- (d) Migration of Area D – One thousand five hundred dollars (\$1500);
- (e) Migration of Area W – One thousand five hundred dollars (\$1500);
- (f) Migration of Area C – One thousand five hundred dollars (\$1500);
- (g) Migration of Area B – One thousand five hundred dollars (\$1500);
- (h) Migration of Area U – One thousand five hundred dollars (\$1500);
- (i) Migration of Area S – One thousand five hundred dollars (\$1500);
- (j) Migration of Area R – One thousand five hundred dollars (\$1500);
- (k) Migration of Area M – One thousand five hundred dollars (\$1500);
- (l) Existing PLC Integration – One thousand five hundred dollars (\$1500);
- (m) Integration of Area H – Five hundred dollars (\$500);
- (n) Total Performance – Five hundred dollars (\$500).

- D23.2 The amounts specified for liquidated damages in D23.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages or Total Performance by the days fixed herein for same.
- D23.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D24. COVID-19 SCHEDULE DELAYS

- D24.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D24.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D24.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D24.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D24.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D24.5 The Work schedule, including the durations identified in D21.1 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D24.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D25. JOB MEETINGS

- D25.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D25.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D26. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D26.1 Further to B17.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B17.4.

D27. PLANT AND MATERIALS

- D27.1 Plant and Material that is the property of the City shall not be removed from the Site, disposed of or used except for the purposes of the Work without the prior consent of the Contract Administrator.
- D27.2 The Contractor shall keep such records of all Plant and Material supplied or placed in the care, custody and control of the Contractor by the City as the Contract Administrator may from time to time require and shall satisfy the Contract Administrator, when requested, that such Plant and Material are at the place and in the condition required by the City.

D28. SAFETY

- D28.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D28.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D28.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;
 - (g) Process hazards as identified by the operations and maintenance personnel are mitigated.

D29. SITE CLEANING

- D29.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D29.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D29.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D30. INSPECTION

- D30.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D30.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is

not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D31. DEFICIENCIES

D31.1 Further to C11.7 the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D31.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.1(b), all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D31.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

D31.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D31.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

D32. ORDERS

D32.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D33. RECORDS

D33.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D33.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) delivery date(s); and
- (d) description and quantity of goods supplied.

D33.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D34. PAYMENT

D34.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D34.2 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until

the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

WARRANTY

D35. WARRANTY

D35.1 Further to C13, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

DISPUTE RESOLUTION

D36. DISPUTE RESOLUTION

D36.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D36.

D36.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D36.3 The entire text of C21.5 is deleted, and amended to read:

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

D36.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
- (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D36.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D36.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

- D36.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D36.5 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D36.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D37. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D37.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.
- D37.2 For the purposes of D37:
- (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.
- D37.3 Indemnification By Contractor
- D37.3.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for the Combined Provision of Goods and Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D37.3.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D37.4 Records Retention and Audits
- D37.4.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D37.4.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for the Combined Provision of Goods and Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D37.4.1 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.

D37.5 Other Obligations

D37.5.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D37.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D37.5.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D37.5.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D37.5.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D37.5.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D16)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

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NEWPCC DCS MIGRATION - INTEGRATOR SUPPLY AND SERVICES

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D16)**

(Date)

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

RE: CONTRACT SECURITY – RFP NO. 76-2023
NEWPCC DCS MIGRATION - INTEGRATOR SUPPLY AND SERVICES

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
01 32 16	Construction Progress Schedules
01 33 00	Submittals
01 43 00	Quality Requirements
01 50 00	Temporary Facilities
01 66 10	Delivery, Storage and Handling
01 74 23	Cleaning Up
01 77 00	Contract Closeout
01 78 23	Operation and Maintenance Data
26 05 20	Electric Wires and Cables
26 05 53	Electrical Identification
40 61 13	Instrument Loop Drawings
40 61 93	IO Lists
40 61 94	Interface Maps
40 90 00	Instrumentation and Control for Process Systems
40 94 43	Programmable Logic Controllers and Remote IO
40 95 13	Control Panels
40 95 34	Control System Servers and Workstations
40 95 53	Network Equipment
40 96 00	Applications Software
40 99 91	FAT and SIFT Procedures
40 99 92	Automation Testing and Commissioning

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0101-AAAA-A000-001	DRAWING COVER PAGE
1-0101-AAAA-A001-001	LEGEND
1-0101-ACBD-B101-001	PANEL LAYOUT BOILER CONTROL PANEL - CP-B8001
1-0101-ACBD-C101-001	PANEL LAYOUT CENTRATE CONTROL PANEL 1 - CP-C8001
1-0101-ACBD-C102-001	PANEL LAYOUT CENTRATE CONTROL PANEL 2 - CP-C8002
1-0101-ACBD-D101-001	PANEL LAYOUT DIGESTER CONTROL PANEL 1 - CP-D8001
1-0101-ACBD-D102-001	PANEL LAYOUT DIGESTER CONTROL PANEL 2 - CP-D8002
1-0101-ACBD-G101-001	PANEL LAYOUT GRIT CONTROL PANEL - CP-G8001
1-0101-ACBD-M101-001	PANEL LAYOUT MAIN CONTROL PANEL - CP-M8001
1-0101-ACBD-P101-001	PANEL LAYOUT PRIMARY CLARIFIER CONTROL PANEL CP-P8001
1-0101-ACBD-R101-001	PANEL LAYOUT REACTORS CONTROL PANEL CP-R8001
1-0101-ACBD-S101-001	PANEL LAYOUT SECONDARY CLARIFIERS CONTROL PANEL 1 - CP-S8001
1-0101-ACBD-S102-001	PANEL LAYOUT SECONDARY CLARIFIERS CONTROL PANEL 2 - CP-S8002
1-0101-ACBD-U101-001	PANEL LAYOUT UV CONTROL PANEL 1 - CP-U8001
1-0101-ACBD-U102-001	PANEL LAYOUT UV CONTROL PANEL 2 - CP-U8001
1-0101-ACBD-W001-001	PANEL LAYOUT DEWATERING NETWORK PANEL
1-0101-ACBD-W101-001	PANEL LAYOUT DEWATERING CONTROL PANEL 1 - CP-W8001
1-0101-ACBD-W102-001	PANEL LAYOUT DEWATERING CONTROL PANEL 2 - CP-W8002
1-0101-ACBD-W103-001	PANEL LAYOUT DEWATERING CONTROL PANEL 3 - CP-W8003

1-0101-AGAD-B001-001	INSTRUMENTATION GENERAL ARRANGEMENT BOILER AREA CONTROL ROOM
1-0101-AGAD-C001-001	INSTRUMENTATION GENERAL ARRANGEMENT CENTRATE AREA CONTROL ROOM
1-0101-AGAD-D001-001	INSTRUMENTATION GENERAL ARRANGEMENT DIGESTER AREA CONTROL ROOM
1-0101-AGAD-G001-001	INSTRUMENTATION GENERAL ARRANGEMENT GRIT AREA CONTROL ROOM
1-0101-AGAD-M001-001	INSTRUMENTATION GENERAL ARRANGEMENT MAIN SERVER ROOM
1-0101-AGAD-P001-001	INSTRUMENTATION GENERAL ARRANGEMENT PRIMARY CLARIFIER AREA CONTROL ROOM
1-0101-AGAD-R001-001	INSTRUMENTATION GENERAL ARRANGEMENT HPO AREA CONTROL ROOM
1-0101-AGAD-S001-001	INSTRUMENTATION GENERAL ARRANGEMENT SECONDARY CLARIFIER AREA CONTROL ROOM
1-0101-AGAD-U001-001	INSTRUMENTATION GENERAL ARRANGEMENT UV AREA CONTROL ROOM
1-0101-AGAD-W001-001	INSTRUMENTATION GENERAL ARRANGEMENT DEWATERING AREA CONTROL ROOM
1-0101-ANET-A003-001	PLANT CONTROL NETWORK LOOP DIAGRAM
1-0101-ANET-A004-001	GENERAL BLOCK DIAGRAM NETWORK ARCHITECTURE AREAS U & M - MAIN CONTROL & SERVER ROOMS
1-0101-ANET-A005-001	GENERAL BLOCK DIAGRAM NETWORK ARCHITECTURE AREAS G, E, P & S - MAIN CONTROL & SERVER ROOMS
1-0101-ANET-A006-001	GENERAL BLOCK DIAGRAM NETWORK ARCHITECTURE AREAS R, C, B & D - MAIN CONTROL & SERVER ROOMS
1-0101-ANET-A007-001	GENERAL BLOCK DIAGRAM NETWORK ARCHITECTURE AREAS W, Y & X - MAIN CONTROL & SERVER ROOMS
1-0101-ANET-B101-001	BOILERS NETWORK DIAGRAM
1-0101-ANET-C101-001	CENTRATE NETWORK DIAGRAM
1-0101-ANET-D101-001	DIGESTERS NETWORK DIAGRAM
1-0101-ANET-G101-001	GRIT NETWORK DIAGRAM
1-0101-ANET-M101-001	MAIN BUILDING NETWORK DIAGRAM
1-0101-ANET-P101-001	PRIMARY CLARIFIERS NETWORK DIAGRAM
1-0101-ANET-R101-001	REACTORS NETWORK DIAGRAM
1-0101-ANET-S101-001	SECONDARY CLARIFIERS NETWORK DIAGRAM
1-0101-ANET-U101-001	UV NETWORK DIAGRAM
1-0101-ANET-W101-001	DEWATERING & PHOSPHORUS NETWORK DIAGRAM
1-0101-AWDG-A001-001	TYPICAL IO MODULE WIRING DIAGRAM ANALOG INPUT – EXTERNAL POWERED - ISOLATED
1-0101-AWDG-A002-001	TYPICAL IO MODULE WIRING DIAGRAM ANALOG INPUT - LOOP POWERED
1-0101-AWDG-A003-001	TYPICAL IO MODULE WIRING DIAGRAM ANALOG OUTPUT - ISOLATED
1-0101-AWDG-A004-001	TYPICAL IO MODULE WIRING DIAGRAM DISCRETE INPUT – 24VDC
1-0101-AWDG-A005-001	TYPICAL IO MODULE WIRING DIAGRAM DISCRETE OUTPUT – 24VDC
1-0101-AWDG-B001-001	POWER DISTRIBUTION SCHEMATIC BOILER CONTROL PANEL CP-B8001
1-0101-AWDG-B001-002	POWER DISTRIBUTION SCHEMATIC BOILER CONTROL PANEL CP-B8001
1-0101-AWDG-C001-001	POWER DISTRIBUTION SCHEMATIC CENTRATE CONTROL PANEL CP-C8001
1-0101-AWDG-C001-002	POWER DISTRIBUTION SCHEMATIC CENTRATE CONTROL PANEL CP-C8001

1-0101-AWDG-C001-003	POWER DISTRIBUTION SCHEMATIC CENTRATE CONTROL PANEL CP-C8001
1-0101-AWDG-C002-001	POWER DISTRIBUTION SCHEMATIC CENTRATE CONTROL PANEL CP-C8002
1-0101-AWDG-C002-002	POWER DISTRIBUTION SCHEMATIC CENTRATE CONTROL PANEL CP-C8002
1-0101-AWDG-D001-001	POWER DISTRIBUTION SCHEMATIC DIGESTERS CONTROL PANEL CP-D8001
1-0101-AWDG-D001-002	POWER DISTRIBUTION SCHEMATIC DIGESTERS CONTROL PANEL CP-D8001
1-0101-AWDG-D002-001	POWER DISTRIBUTION SCHEMATIC DIGESTERS CONTROL PANEL CP-D8002
1-0101-AWDG-D002-002	POWER DISTRIBUTION SCHEMATIC DIGESTERS CONTROL PANEL CP-D8002
1-0101-AWDG-G001-001	POWER DISTRIBUTION SCHEMATIC GRIT CONTROL PANEL CP-G8001
1-0101-AWDG-G001-002	POWER DISTRIBUTION SCHEMATIC GRIT CONTROL PANEL CP-G8001
1-0101-AWDG-M001-001	POWER DISTRIBUTION SCHEMATIC MAIN BUILDING CONTROL PANEL CP-M8001
1-0101-AWDG-P001-001	POWER DISTRIBUTION SCHEMATIC PRIMARY CLARIFIERS CONTROL PANEL CP-P8001
1-0101-AWDG-P001-002	POWER DISTRIBUTION SCHEMATIC PRIMARY CLARIFIERS CONTROL PANEL CP-P8001
1-0101-AWDG-R001-001	POWER DISTRIBUTION SCHEMATIC REACTORS CONTROL PANEL CP-R8001
1-0101-AWDG-R001-002	POWER DISTRIBUTION SCHEMATIC REACTORS CONTROL PANEL CP-R8001
1-0101-AWDG-S001-001	POWER DISTRIBUTION SCHEMATIC SECONDARY CLARIFIERS CONTROL PANEL CP-S8001
1-0101-AWDG-S001-002	POWER DISTRIBUTION SCHEMATIC SECONDARY CLARIFIERS CONTROL PANEL CP-S8001
1-0101-AWDG-S001-003	POWER DISTRIBUTION SCHEMATIC SECONDARY CLARIFIERS CONTROL PANEL CP-S8001
1-0101-AWDG-S002-001	POWER DISTRIBUTION SCHEMATIC SECONDARY CLARIFIERS CONTROL PANEL CP-S8002
1-0101-AWDG-S002-002	POWER DISTRIBUTION SCHEMATIC SECONDARY CLARIFIERS CONTROL PANEL CP-S8002
1-0101-AWDG-S002-003	POWER DISTRIBUTION SCHEMATIC SECONDARY CLARIFIERS CONTROL PANEL CP-S8002
1-0101-AWDG-U001-001	POWER DISTRIBUTION SCHEMATIC UV CONTROL PANEL CP-U8001
1-0101-AWDG-U001-002	POWER DISTRIBUTION SCHEMATIC UV CONTROL PANEL CP-U8001
1-0101-AWDG-U002-001	POWER DISTRIBUTION SCHEMATIC UV CONTROL PANEL CP-U8002
1-0101-AWDG-W001-001	DEWATERING NETWORK PANEL CONNECTION DIAGRAM
1-0101-AWDG-W002-001	POWER DISTRIBUTION SCHEMATIC DEWATERING & PHOSPHORUS CONTROL PANEL CP-W8002
1-0101-AWDG-W002-002	POWER DISTRIBUTION SCHEMATIC DEWATERING & PHOSPHORUS CONTROL PANEL CP-W8002
1-0101-AWDG-W003-001	POWER DISTRIBUTION SCHEMATIC DEWATERING & PHOSPHORUS CONTROL PANEL CP-W8003
1-0101-AWDG-W003-002	POWER DISTRIBUTION SCHEMATIC DEWATERING & PHOSPHORUS CONTROL PANEL CP-W8003
1-0101-AWDG-W101-001	POWER DISTRIBUTION SCHEMATIC DEWATERING & PHOSPHORUS CONTROL PANEL CP-W8001
1-0101-AWDG-W101-002	POWER DISTRIBUTION SCHEMATIC DEWATERING & PHOSPHORUS CONTROL PANEL CP-W8001

E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. OFFICE FACILITIES

E2.1 The Contractor shall supply office facilities meeting the following requirements:

(a) As specified in specification 01 50 00

E3. CASH ALLOWANCE

E3.1 Include in the Contract Price, cash allowances stated herein.

E3.2 Cash allowances, unless otherwise specified, cover the net cost to the Contractor of services, products, construction machinery and equipment, freight, handling, unloading, storage installation and other authorized expenses incurred in performing the Work.

E3.3 The Contract Price, and not the cash allowance, includes the Contractor's overhead and profit in connection with such cash allowance.

E3.4 Expenditures under a cash allowance will be authorized by the Contract Administrator.

E3.5 The Contract Price will be adjusted by written order to provide for an excess or deficit to each cash allowance.

E3.6 Where costs under a cash allowance exceed the amount of the allowance, the Contractor will be compensated for any excess incurred and substantiated plus an allowance for overhead and profit as set out in the Contract Documents.

E3.7 Prepare schedule jointly with the Contract Administrator to show when items called for under cash allowances must be authorized for ordering purposes so that the progress of the Work will not be delayed.

E3.8 Include work authorized under cash allowances in monthly certificates for payment.

E3.9 Cash Allowance No.1:

(a) Contingency for additional work that arises in the course of the Project as directed by the Contract Administrator.

CONTRACTOR SUPPLIED STANDARDIZED GOODS

E4. GENERAL REQUIREMENTS

E4.1 Comply with the general requirements of E4 for all Standardized Goods supplied by the Contractor.

E4.2 Comply with the following Standardization Goods requirements:

E4.2.1 Control System in accordance with E5.

E4.3 Contact the Contract Administrator regarding any potential uncertainty as to whether a good is covered under a standardization agreement.

E4.4 The Contractor may utilize a Standardization Vendor to provide other goods required under the Contract, in addition to Standardized Goods.

E4.5 The Contractor shall separately track all goods supplied under each standardization agreement.

- E4.5.1 In the event that one or more Standardization Vendors are utilized to procure goods not covered under a standardization agreement, the Contractor shall ensure such goods are quoted, ordered, tracked and accounted in a separate manner.
- E4.6 Pricing:
- E4.6.1 The City has obtained discounted pricing for Standardized Goods. Each Standardization Vendor is obligated to sell Standardized Goods to all prospective Contractors at the discounted price, provided the goods are for the City of Winnipeg.
- E4.6.2 The Standardization Vendors may at their option provide lump sum pricing for goods packages. The Standardization Vendor is not required to provide breakout pricing details to the Contractor.
- E4.6.3 The Contractor and Subcontractors shall not utilize the City's agreements with the Standardization Vendors for any purpose other than City work.
- E4.6.4 The City may audit the goods purchased from the Standardization Vendors under the standardization agreements and may identify to the Standardization Vendors any goods procured that are not associated with the Contract.
- E4.7 The Contractor is responsible for ensuring that the Material supplied by the Standardization Vendors meets the requirement of the Contract. The Contractor shall review and confirm quotations supplied by the Standardization Vendors to ensure that all required Material is supplied.
- E4.8 Without limiting or otherwise affecting any other term or condition of the Contract, including (non-exhaustive) D10.2.1:
- E4.8.1 The supply of goods through a Standardization Vendor shall not relieve the Contractor of their obligations.
- E4.8.2 Errors or omissions by a Standardization Vendor shall not be a cause for a Change in Work.
- E4.8.3 Delays by a Standardization Vendor shall not be a cause for a Change in Work where the delay could have been avoided through reasonable planning, contingency allocation, or communication by the Contractor.
- E4.8.4 The Contractor shall engage directly with the persons listed as the Standardized Vendor contact in the following sections E5.7 unless otherwise directed by the Contract Administrator.
- E4.9 Submittals
- E4.9.1 Submittals shall be provided for Standardized Goods in accordance with the Specifications and typical industry practice. Submittals shall not be bypassed for Standardized Goods.
- E5. STANDARDIZED CONTROL SYSTEM AND MOTOR CONTROL EQUIPMENT**
- E5.1 The City has standardized on a specific vendor for the supply and delivery of control system and motor control equipment. The Standardization Vendor was selected via RFP 756-2013 and was awarded to Schneider Electric Canada Inc. (Schneider).
- (a) Refer to E5.7 for contact information.
- (b) Only standardized control system is listed in E5.
- (c) Copies of the tender documents are available from City of Winnipeg Material Management's website.
- E5.2 Goods to be procured via this standardization agreement includes but is not limited to:
- (a) Programmable Controllers (PLCs) including all associated components, hardware and software.
- (b) PLC to Infi90 Termination Unit migration cables.

- (c) Programmable Controller Programming Software.
- (d) Aveva Dynamic- Dynsim Process Simulator Software.
- (e) HMI System software.
- (f) Historian Server and Client Software.
- (g) Touchscreen HMI systems such as Harmony HMIs.
- (h) Touchscreen HMI Programming Software.
- (i) Industrial Ethernet Switches as per design. Note that some Ethernet switches may be specified to be from other vendors due to application requirements. Refer to drawings and specifications.
- (j) MDT Version Management Software.
- (k) Aveva Insight Information Server Software.
- (l) Training sessions.

E5.3 For clarity, this standardization agreement does not include:

- (a) Computer workstation hardware including operating systems;
- (b) Computer server hardware, including operating systems and general terminal server / client software;
- (c) Thin client terminals;
- (d) System Integration Services (including programming and configuration);
- (e) Control Panels to house PLCs;
- (f) Instrumentation;
- (g) Power supplies not integrated with the PLC / HMI systems; and
- (h) Terminal blocks not integrated with the PLC / HMI systems

E5.4 The following model series shall be utilized unless otherwise indicated in the Specifications, Drawings or otherwise approved by the Contract Administrator:

- (a) Modicon M580 PLCs;
- (b) Modicon X80 PLC I/O;
- (c) EcoStruxure Control Expert programming software;
- (d) Aveva Plant Scada HMI systems;
- (e) Aveva Historian;
- (f) Local HMI – Harmony HMIGTO or HMIGTU series;

E5.5 Commissioning and start-up:

E5.5.1 Commissioning and start-up of all goods purchased under this standardization agreement shall be performed by the Contractor.

E5.6 Training

E5.6.1 Programmable Controller Local Training

- (a) Overview
 - (i) Provide instruction to designated City personnel in the operation and maintenance of the Schneider programmable controller control system components and associated Schneider tools and equipment.
 - (ii) This training shall be provided by Schneider.
 - (iii) This training does not relieve the Contractor of other training requirements associated with the control system.
- (b) Location

- (i) The location of the training will be in the City of Winnipeg, in a facility provided by the City.
- (ii) The room will be classroom style.
- (c) Submittals
 - (i) Submit the names and qualifications of the proposed instructors.
 - (ii) Submit training proposal complete with hour by hour schedule including brief overview of content of each training segment a minimum of 30 Working Days prior to the anticipated date of beginning of training.
- (d) Quality Assurance
 - (i) Provide competent instructors thoroughly familiar with all aspects of the programmable controller control system.
 - (ii) The Contract Administrator may reject instructors it deems to not be qualified.
 - (iii) In the event that the training provided is not satisfactory, reduction of payment may be applied.
- (e) Duration
 - (i) The training shall be a minimum of one (1) day in duration.
- (f) Materials
 - (i) Provide equipment, visual and audio aids, and materials.
 - (ii) Supply manual for each trainee, describing in detail the information included in each training program.
- (g) Attendees
 - (i) The attendees are expected to include, but not be limited to: electrical and instrumentation maintenance personnel and programmable controller support specialists.
- (h) Content
 - (i) Overview of the equipment.
 - (ii) Equipment maintenance training including:
 - ◆ Installation
 - ◆ Troubleshooting
 - ◆ Preventative maintenance
 - ◆ Replacement of modules
 - ◆ Network communication troubleshooting and diagnostics.
 - ◆ Fieldbus troubleshooting and diagnostics
 - ◆ Programmable controller redundancy strategies and operation.
 - (iii) Maintenance use of programmable controller programming software, including:
 - ◆ Basic operation of the software
 - ◆ Connecting to programmable controllers
 - ◆ Download and upload of software configuration.
 - ◆ Diagnostics and troubleshooting.
- (i) Number of Sessions
 - (i) Provide a minimum of two (2) sessions.

E5.7 The contact information for all quotations and purchases from Schneider is:
Garth Eastman
21 Omands Creek Blvd
Winnipeg, MB, R2R 2V2
Telephone: 204-228-7807
E-mail: garth.eastman@se.com

E5.7.1 Goods to be procured directly from Schneider using the Schneider contact:

- (a) Further to E5.2, goods to be procured via Schneider includes but is not limited to:
 - (i) PLC to Infi90 Termination Unit migration cables;
 - (ii) Process Simulator Software;
 - (iii) Historian Server and Client Software;
 - (iv) Version Management Software; and
 - (v) Training sessions.

E5.7.2 Goods to be procured via Eecol Electric (Eecol), as Schneider's High Tech Automation Distributor (HTAD):

- (a) Further to E5.2, goods to be procured via Eecol includes but is not limited to:
 - (i) Programmable Controllers (PLCs) including all associated components hardware and software;
 - (ii) Programmable Controller Programming Software;
 - (iii) HMI System software;
 - (iv) Touchscreen HMI systems such as Magellis HMIs;
 - (v) Touchscreen HMI Programming Software;
 - (vi) Industrial Ethernet Switches as per design. Note that some Ethernet switches may be specified to be from other vendors due to application requirements. Refer to drawings and specifications.
- (b) The Eecol contact:
 - Jon Buccini
 - 1760 Wellington Avenue
 - Winnipeg, MB, R3H 0E9
 - Telephone(Office): 204-774-2800
 - Telephone(Cell) : 204-
 - E-mail: jon.buccini@eecol.com
- (c) All correspondence related to requests-for-quotations to Eecol for goods listed under E5.7.2(a) shall be copied to the Schneider contact listed under E5.7.
- (d) For whatever reason, if Eecol is unable to receive or respond to request-for-quotations for goods listed under E5.7.2(a), request-for-quotations may be issued directly to the Schneider contact listed under E5.7.

E5.8 Quotations and orders:

E5.8.1 Reference the following in all quotation requests and purchase orders:

- (a) This Bid Opportunity number; and
- (b) A statement indicating:
 - "This request / purchase order is subject to the Terms and Conditions of City of Winnipeg Request for Proposal RFP 756-2013."