



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 748-2018

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
WASTEWATER LIFT STATION CONDITION ASSESSMENT PHASE II**

Note to Proponents: Please be aware of revisions to B17.3

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR WASTEWATER LIFT STATION CONDITION ASSESSMENT PHASE II

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 p.m. Winnipeg time, September 17, 2018.

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

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

B3. SITE INVESTIGATION

B3.1 The Project Manager or an authorized representative will conduct Site Investigation tours on September 5, 2018 at three (3) lift stations. These locations will serve as representation for all lift stations to be assessed in this project. Time and location for tour dates are as follows:

- (a) September 5, 2018: 09:00 to 09:30 at St. Charles Lift Station;
- (b) September 5, 2018: 10:00 to 10:30 at Westwood Lift Station; and
- (c) September 5, 2018: 11:00 to 11:30 at Cornish Lift Station.

B3.1.1 Proponents are requested to register for the Site Investigation by contacting the Project Manager identified in D2.

B3.1.2 If there has been a substantial amount of rain before or on the date listed in B3.1, please contact the Project Manager to confirm that tours have not been cancelled and/or rescheduled.

B3.1.3 CSA approved safety footwear; hard hat, high visibility vest and safety glasses are required for all Proponents attending the Site Investigation tours outlined in B3.1.

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

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

B3.4 Proponents shall not take photos or videos during all Site Investigations.

B4. ENQUIRIES

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

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

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

- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

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

B6. ADDENDA

- B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/bidopp.asp>
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B8;
 - (b) Fees (Section B) in accordance with B9.
- B7.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
- (c) Project Understanding and Methodology (Section E) in accordance with B12; and
- (d) Project Schedule (Section F) in accordance with B13.

- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and seven (7) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposals should be no more than fifty (50) pages including all appendices and resumes; single sided, 10 pt. font; presented in the Sections identified above.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
- The City of Winnipeg
 - Corporate Finance Department
 - Materials Management Division
 - 185 King Street, Main Floor
 - Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

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

- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) If the Proponent is carrying on business under a name other than 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

- B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.
- B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B9.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B9.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B9.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing condition and risk assessments, recommended rehabilitation, cost estimates, management of projects and contract administration services on three (3) projects of similar complexity, scope and value.
- B10.2 For each project listed in B10.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;

- (c) project's original contracted cost and final cost;
- (d) schedule (anticipated Project schedule and actual project delivery schedule),
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.3 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the deliverables and associated work activities of the Project;
- (c) all significant assumptions and interpretations;
- (d) the proposed techniques to ensure data quality and consistency, and elimination of subjectivity or inspector bias from the assessments;
- (e) the activities and services to be undertaken by the City and equipment and supplies to be provided by the City;

- (f) any potential risks, along with their implications and possible mitigation measures, that could be encountered during inspection of the sewage lift stations;
- (g) any initiative and innovation to be used to perform the Services; and
- (h) any other issue that conveys your team's understanding of the Project requirements.

B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.

B12.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.

B12.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.5.

B13. PROJECT SCHEDULE (SECTION F)

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B14. DISCLOSURE

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

B14.2 The Persons are:

- (a) CH2M Hill

B14.3 Additional Material:

- (a) 2010 Wastewater Pumping Station Condition Assessment - Phase I Report

B15. CONFLICT OF INTEREST AND GOOD FAITH

B15.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 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.

B15.3 In connection with its Proposal, each entity identified in B15.2 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 Project Manager; 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.

B15.4 Without limiting B15.3, 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.

B15.5 Without limiting B15.3, 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 B15.4 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.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B16. QUALIFICATION

B16.1 The Proponent shall:

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

- B16.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B16.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
 - (f) provide confirmation of confined space entry training.
- B16.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.
- B16.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B17.3.1 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.
- B17.4 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 Project Manager.

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 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 executed and the performance security 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: Proposal.

B19. WITHDRAWAL OF OFFERS

B19.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B19.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B19.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B18.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B20. INTERVIEWS

B20.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

B21.1 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.

B21.2 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.

B21.3 If, in the course of negotiations pursuant to B21.2, 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.

B22. EVALUATION OF PROPOSALS

B22.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 5%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
- (f) Project Understanding and Methodology (Section E) 35%
- (g) Project Schedule. (Section F) 5%

B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B22.4 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B22.5 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.

B22.6 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11

B22.7 Further to B22.1(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 B12.

B22.8 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.

B22.9 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

B22.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

B23. AWARD OF CONTRACT

B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;

- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

B23.4 The City may, at its discretion, award the Contract in phases.

B23.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.

B23.5.1 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 Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

B23.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).

B23.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.

B23.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Gregory Kulczycki, E.I.T.

Telephone No. (204) 805-2470

Email Address: GKulczycki@winnipeg.ca

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

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

D3. BACKGROUND

D3.1 The City of Winnipeg's Water and Waste Department (WWD) is responsible for the operation and maintenance of sixty-nine (69) sanitary lift stations and six (6) combined lift stations within city limits. These stations transport sewage to one of three sewage treatment plants and play an important role in protecting public health and environmental safety.

D3.2 The majority of lift stations were constructed between 1930 and 1950. Many lift stations now require significant repair or upgrades to ensure that levels of service are maintained and they meet current regulatory standards.

D3.3 The City of Winnipeg is committed to managing assets in a proactive manner. In order to act on this commitment, the WWD must know asset condition, required rehabilitation, and rehabilitation priority. The Work of this project will enable risk-based decision making that prioritizes lift station rehabilitation needs and establishes a long-term, sustainable capital funding model.

D3.4 Four (4) lift stations were evaluated by CH2M Hill in the 2010 Wastewater Pumping Station Condition Assessment - Phase I Report. This report is available upon request during the bidding period.

D3.5 Over the next six to seven years, the WWD intends to evaluate the remaining lift stations that are more than twenty (20) years old or have not had a major rehabilitation in ten (10) to fifteen (15) years.

D4. SCOPE OF SERVICES

The Services required under this Contract shall consist of the condition assessment of ten (10) wastewater lift stations, for the period from the award of contract until November 30, 2019, with the option of six (6) mutually agreed upon one (1) year extensions.

D4.1 In accordance with the following:

- (a) Project Management
- (b) Condition and Risk Scoring
- (c) Condition Assessment and Station Analysis

- (d) Risk Assessment
- (e) Recommended Rehabilitation
- (f) Portfolio Asset Management Recommendations
- (g) Summary Report

D4.1.1 The City may negotiate the extension option with the Consultant within one hundred twenty (120) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Consultant as a result of such negotiations.

D4.1.2 Changes resulting from such negotiations shall become effective on December 1st of the respective year. Changes to the Contract shall not be implemented by the Consultant without written approval by the Project Manager.

D4.2 The WWD requires a condition assessment of the following ten (10) lift stations for the first phase of the contract.

Lift Station	Address
Chataway Lift Station	1810 Wellington Crescent
Conway Lift Station	2200 Portage Avenue at Conway Street
Cornish Lift Station	1 Cornish Avenue at Assiniboine River
Jessie Lift Station	417 Mulvey Avenue East
Metcalfe Lift Station	660 Lyndale Drive – Back lane between Metcalfe and Lyndale
Riverbend Lift Station	1740 Portage Avenue
St. Charles Lift Station	435 Sansome Avenue at Gagnon Street
University of Manitoba Lift Station	161 Dysart Road
Westwood Lift Station	484 Westwood Drive
Windsor Park Lift Station	945 Cottonwood Road – Island at Cottonwood and Autumnwood

D4.3 Existing record drawings are included in Appendix A of this document. Record drawings are provided for informational purposes only and the City makes no claim or liability to the accuracy of the information provided.

D4.4 The preliminary budget estimate for this work is \$280,000.

D4.5 Project Management

D4.5.1 The Consultant will be responsible to manage the project and report project status in accordance with the City's Project Management Manual (PMM) and templates.

D4.5.2 Describe methods to be used for quality control and to monitor and complete the project on time and within budget. Identify any programs, procedures, systems, or techniques used to demonstrate sophisticated levels of management, cost control or quality control normally used or proposed to be used for the project.

D4.5.3 Schedule and lead a project kick-off meeting after award of the project to review the project scope of work, schedule and project team. Provide meeting minutes within one (1) week of the meeting date.

D4.5.4 Coordinate project meetings as required and provide minutes within one (1) week of the meeting. The meetings shall be used to update the City's Project Manager on the status of the project and to discuss other project management issues.

D4.5.5 Submit monthly consultant progress reports. At a minimum, including the following:

- (a) Percentage completion of the overall project and of the tasks defined in the WBS;
- (b) Earned Value Analysis to report on scope, schedule and cost.

(c) Any project issues or updates in the schedule.

D4.5.6 Provide notice at least two (2) weeks prior to any site visit or work/shutdown that will require assistance from City personnel.

(a) If there has been a substantial amount of rain before or on the day that assistance is required, the City shall be allowed to reschedule the meeting.

D4.6 Condition and Risk Scoring

D4.6.1 Condition Scoring Matrices

(a) The City has an excel-based lift station asset repository. The majority of condition information listed within the document is based on a desktop level assessment that is updated annually in collaboration with various Divisions. Condition is rated on a five point system for each of the following categories: structure, pumps and motors, internal electrical and communications, pipework and valves, power and force mains.

(b) In order to create a transparent, defensible and repeatable method of scoring condition, the Consultant will establish a five-point analytic scoring scale for each of the asset condition categories.

(i) Items the City would like to take into account are included in Appendix B – Lift Station Condition Assessment Considerations. The Consultant will review and propose changes to the Project Manager based on their experience and expertise in lift station condition assessments.

(ii) Out of scope items include: ultrasonic testing of pipe wall thickness, vibration testing of rotating equipment, ultrasonic listening testing, thermographic inspections and arc flash assessments.

(iii) The Consultant shall use the templates in Appendix C – Lift Station Condition Assessment Scoring Templates, to complete the scoring scale matrix for each of the asset condition categories.

(c) The Consultant will hold a workshop to present the proposed condition scoring matrices and in collaboration with City staff, will revise per City comments.

(d) The Consultant will document recommendations and changes in a technical memo.

(e) The City will review and approve the final matrices prior to use.

D4.6.2 Risk Scoring Matrices

(a) Details from the lift station asset repository feed the City's excel-based risk assessment tool that is currently used to assist in prioritizing capital rehabilitation needs.

(b) The Consultant will review the risk assessment tool scoring matrices, see Appendix D – Risk Assessment Tool Matrices, and propose changes to the Project Manager based on their experience and expertise in lift station risk assessments.

(c) The Consultant will hold a workshop to present the proposed scoring matrices and in collaboration with City staff, will revise per City comments.

(d) The Consultant will document recommendations and changes in a technical memo.

(e) The City will review and approve the final scoring matrices prior to use.

D4.6.3 The City will provide the Consultant with information to assist in their understanding of the asset repository and risk assessment tool.

D4.7 Condition Assessment and Station Analysis

D4.7.1 Review the City's current GIS attribute data and confirm asset information at each station is accurately captured and identified in the City's GIS and CWMS database. Submit corrections where required; if appropriate, provide recommendations for other attribute data that should be captured.

- D4.7.2 The Consultant shall use the approved condition scoring matrices from D4.6.1, to complete the condition assessment for each of the following asset condition categories:
- (a) Structure
 - (b) Pumps and motors
 - (c) Electrical and communications
 - (d) Pipe work and valves
 - (i) When applicable, the Consultant shall use a clamp-on fixture to determine if the flow meter is accurate.
 - (e) Power
 - (f) Force mains
- D4.7.3 In this Phase the Consultant is not required to determine the following from the approved condition scoring matrices from D4.6.1: if a stand-by generator is needed and present within the lift station, if extraordinary arc flash hazards are present, and if the cabinets are marked with appropriate arc flash warnings.
- D4.7.4 The Consultant shall only operate a component of the lift station under the direct supervision of Wastewater Services personnel.
- D4.7.5 Record all observations and comments regarding operation and condition issues of the stations made by WWD personnel.
- D4.7.6 To aid in the condition assessment, the WWD can provide the Consultant, upon request, with lift station emergency evacuation procedures, operation and maintenance manuals and data from the City's Computerized Work Management System database and SCADA records.
- D4.7.7 The Consultant shall provide at least two (2) weeks' notice when requesting information from City personnel.
- D4.7.8 Update the lift station asset repository.
- (a) Transfer the scores from the completed scoring matrices in D4.7.2 to the City's lift station asset repository.
- D4.7.9 Document pertinent details of the condition assessment with photographs where beneficial.
- (a) Use an appropriate naming convention for each photo included.
- D4.8 Risk Assessment
- D4.8.1 Update the risk assessment tool.
- (a) Transfer the risk assessment tool scoring matrices in D4.6.2 to the City's risk assessment tool.
 - (b) Transfer data from the City's lift station asset repository to the City's risk assessment tool.
- D4.9 Recommended Rehabilitation
- D4.9.1 For each station, detail the recommended rehabilitation, rehabilitation strategies, and maintenance work.
- D4.9.2 Provide Class-5 cost estimates to perform the work identified in D4.9.1 in accordance with AACE standards as per the City's PMM. Estimates should include repairs or replacements due to operational issues identified by WWD staff.
- (a) Only personnel, identified in the proposal, with extensive experience and knowledge in sewage lift station construction techniques, identification of failure modes in associated components, and rehabilitation methods currently employed by the WWD, will assign rehabilitation and maintenance works under this contract.

- D4.9.3 Recommend re-assessment timelines for each station. If warranted, recommended re-assessment timelines can also be specifically identified for certain asset condition categories based on the condition and risks identified.
- D4.10 Portfolio Asset Management Recommendations
- D4.10.1 The WWD is aware that the current approach to lift station rehabilitation and capital funding of renewing one station per year is not sufficient to maintain established levels of service across the inventory of lift stations.
- D4.10.2 The Consultant will review the condition assessment and risk information and recommend a sustainable capital funding model that includes rehabilitation and re-inspection works. The Consultant is encouraged to consider innovative approaches to maximize capital dollars while minimizing the overall risk-profile of this asset class. Consideration should be given to functional rehabilitation packages that may impact specific condition categories across a number of stations in conjunction with the typical station by station renewal approach.
- D4.10.3 Following D4.10.2, a recommended 10-year capital investment plan will be developed. This plan will be adjusted as future phases of this project are undertaken.
- D4.11 Summary Report
- D4.11.1 Within ninety (90) days of completing the condition assessment, provide a summary report document detailing the results of the project. The report should, at a minimum, include the following elements:
- (a) An executive summary;
 - (b) An introduction;
 - (c) A station by station condition assessment including recommended rehabilitation, cost estimates, and re-inspection;
 - (d) A risk assessment summary including overall risk profile of the asset class;
 - (e) Portfolio asset management recommendations, including a prioritized risk-based 10-year capital investment plan; and
 - (f) Conclusions, lessons learned, and recommendations for future phases.
- D4.11.2 Provide three (3) hardcopies and one (1) electronic copy of the completed document to the Project Manger as a Draft Report for the purpose of review and comment. The Project Manager will return one copy with comments for inclusion in the Final Report.
- D4.11.3 Within thirty (30) days of receiving the comments, provide five (6) hardcopies and one (1) electronic copy of the completed document to the Project Manger as the Final Report.
- (a) Data that needs to be submitted electronically on the hard drives: final report, updated risk assessment tool and technical memorandum, updated lift station asset repository and technical memorandum, photos, and completed condition scoring matrices.
- D4.11.4 The Consultant is to provide a final presentation of the results to the WWD following the completion of the summary report.
- D4.11.5 Payment for the summary report document will be as follows:
- (a) 50% upon acceptance of the Draft Report;
 - (b) 50% upon acceptance of the Final Report and Final Presentation.
- D4.12 Mutually Agreed Upon One (1) Year Extensions
- D4.12.1 The condition assessment will include approximately ten (10) lift stations.
- D4.12.2 The number of stations to be inspected will be subject to available approved capital funds.
- (a) Specific locations will be determined prior to negotiations.

- (b) A Site Investigation similar to B3 may be conducted. Locations will serve as a representation for the lift stations to be assessed.

D4.12.3 The Scope of Services for subsequent phases will be similar to Phase 1 but is anticipated to exclude D4.6 and may be adjusted to reflect the lessons learned from prior phases.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D5.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D7. SAFE WORK PLAN

- D7.1 The Consultant shall provide the Project Manager 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.
- D7.2 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>

D8. INSURANCE

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:

- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
- (i) an amount not less than \$ 2,000,000.00 per claim and \$ 2,000,000.00 in the aggregate.
- D8.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D8.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).
- D8.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D8.8.
- D8.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D9. COMMENCEMENT

- D9.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D9.2 The Consultant shall not commence any Services until:

- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the insurance specified in D8;
- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D9.3 The City intends to award this Contract by December 14, 2018.

APPENDIX A – HISTORICAL RECORD DRAWINGS

APPENDIX B – LIFT STATION CONDITION ASSESSMENT CONSIDERATIONS

APPENDIX C – LIFT STATION CONDITION ASSESSMENT SCORING TEMPLATES

APPENDIX D – RISK ASSESSMENT TOOL MATRICES