



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 779-2012

**WATER AND WASTE DEPARTMENT WASTEWATER PROCESS CONTROL
STABILIZATION ANALYSIS AND DESIGN**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 WATER AND WASTE DEPARTMENT WASTEWATER PROCESS CONTROL STABILIZATION ANALYSIS AND DESIGN

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 18, 2013.

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 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 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 Bidders by issuing an addendum.

B3.5 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 Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder 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.

B4.2 The Bidder 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 Contract Administrator.

B5. ADDENDA

B5.1 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.

B5.2 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.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder 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.
- B5.3 The Bidder 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.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 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.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder 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 B19.

- B6.9 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.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B19.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices.
- B7.2 The Proposal should include the following components:
- (a) Details (B11);
 - (b) Key Personnel (B12);
 - (c) Sample Documentation (B13).
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4.1 Bidders should submit one (1) unbound original (marked "original") and three (3) copies.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B19.1(a).
- B7.7 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.7.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.9 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. PROPOSAL

- B8.1 The Bidder 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 Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder 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 Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder 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 Bidder 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 "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.1, prices on Form B: Prices 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.

B9.2 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.

B9.3 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.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder 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.

B10.2 The Bidder 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 <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 The Bidder 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 Bidder and of any proposed Subcontractor.

B10.4 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. DETAILS

B11.1 The Bidder should provide details regarding company profile and relative experience directly related to the Scope of Work (D3) and Project Deliverables (D4)

B12. KEY PERSONNEL

B12.1 The Bidder should identify all key personnel that would be assigned to the project and provide relative experience directly related to the Scope of Work (D3) and Project Deliverables (D4)

B13. SAMPLE DOCUMENTATION

B13.1 The Bidder should provide sample documentation related to the Project Deliverables (D4)

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) 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/>

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders 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.

B16. WITHDRAWAL OF OFFERS

B16.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 Notwithstanding C22.5, 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.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Bidder 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 Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder 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.

B17. INTERVIEWS

B17.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10:
 - (i) mandatory qualifications (pass/fail);
 - (c) Total Bid Price (40%);
 - (d) Details (25%)
 - (e) Key Personnel (25%)
 - (f) Sample Documentation (10%)
 - (g) economic analysis of any approved alternative pursuant to B6;
- B19.2 Further to B19.1(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.
- B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B19.4 Further to B19.1(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.
- B19.5 Further to B19.1(d), Details shall be evaluated considering company experience, profile and the information submitted in response to B7.2 and B11.
- B19.6 Further to B19.1(e), Key Personnel shall be evaluated considering the information submitted in response to B7.2 and B12.
- B19.7 Further to B19.1(f), Sample Documentation will be evaluated considering the information submitted in response to B7.2 and B13.
- B19.8 This Contract will be awarded as a whole.
- B19.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(a) and B19.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B20. AWARD OF CONTRACT**
- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, 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.

B20.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

B20.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B20.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B20.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of 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 proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. BACKGROUND

D2.1 The Wastewater Treatment Master Plan has identified a multi-year approach to address the design, development and implementation of a new process control environment for the three (3) Water Pollution Control Centers. The plan is expected to begin this year and implemented over the next ten (10) years. The plan will start at the South End plant (SEWPCC) followed by the North End plant (NEWPCC) and then the West End plant (WEWPCC).

D2.2 Currently, components of the existing process control and HMI environments have been identified as scheduled for upgrade.

D2.2.1 Note: Some components and functions of the DCS environment are dependent of other systems within the Water and Waste Department. The identification and resolution of these dependencies are within the scope of the work.

D2.2.2 As a result of this scheduled upgrade, an interim project has been established that will support the current system capabilities until such time the Wastewater Treatment Master Plan has been implemented. The interim project will accomplish this by replacing the current HMI and upgrades to the Process Control Hardware.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of providing detailed analysis and design documentation for the upgrading and stabilization of the wastewater process control environment.

D3.2 The key components of the stabilization plan are:

- (a) Develop a plan to replace the existing legacy HMI system with a Windows based HMI system. The plan will describe the technical details of:
 - (i) The migration of the existing configuration to the new platform;
 - (ii) How to migrate functionality of existing custom scripts/applications that support the environment to the "out of the box" features that can be configured in the new HMI;
 - (iii) A solution that will consolidate and stabilize the remaining custom scripts/applications that are not part of the new HMI's feature set. It is understood that not all the existing functionality will be required in the new HMI environment.
- (b) Investigate the impacts on other related systems such as the Wastewater collection system SCADA environment, web based reporting tools and data feeds and develop solution options to address these requirements.
- (c) Review the current state of the DCS process control environment at the three (3) Wastewater Treatment Plants and report on the recommended upgrades to stabilize the equipment for a ten (10) year lifespan.
 - (i) The analysis will review the current state and recommend the best approach to stabilize the control environment of the three (3) treatment plants;
 - (ii) Review the modules and process controllers;
 - (iii) Review the supporting communications and network infrastructure.

D3.3 The upgrades will improve the current environment with minimal change and align with the architectural components identified in the Master Plan. This alignment will ensure that key

components of the interim solution; such as hardware and software are compliant with IT architecture and governance directives.

D4. PROJECT DELIVERABLES

D4.1 The Contractor must document how their solution will address the requirements listed below:

(a) HMI Business Requirements and Technical Analysis Document

(i) HMI

- (i) Map the functions of the current HMI software to the new product and conduct configuration assessment;
- (ii) Identify features/applications not part of, or supported in the new product and determine how they will be addressed;
- (iii) Document reporting and data requirements of the business groups external to HMI environment;
- (iv) See Appendix A (1);

(ii) SCADA System

- (i) Review the impact of changes to the HMI environment on Waste Water SCADA system;
- (ii) Review status of current transition from legacy to the new SCADA system;
- (iii) Propose a solution that will address the impacts of the new process control environment;
- (iv) See Appendix A (2);

(iii) Reporting Analysis

- (i) Analyze and document the data and reporting requirements of all impacted stakeholders;
- (ii) Document new reporting requirements;
- (iii) Provide a proposal documenting how the above identified reporting requirements will be addressed;

(b) HMI Solution Architecture Document

- (i) Description of the overall solution architecture;
- (ii) Description of how the solution meets the functional requirements of the three areas described above;
- (iii) Description of how the various components of the solution support the non-functional requirements and service level expectations of the project;
- (iv) High-level infrastructure design to ensure reliability, capacity, scalability, and availability including software and hardware components;
- (v) Map the design specifications back to the requirements;
- (vi) High level cost estimates of implementing the proposed solutions;

(c) DCS Technical Analysis

- (i) Description of the overall solution architecture;
- (ii) Description of how the solution meets the functional requirements of the three areas described above;
- (iii) Description of how the various components of the solution support the non-functional requirements and service level expectations of the project;
- (iv) High-level infrastructure design to ensure reliability, capacity, scalability, and availability including software and hardware components;
- (v) Map the design specifications back to the requirements;
- (vi) High level cost estimates of implementing the proposed solutions.

D5. DEFINITIONS

- D5.1 When used in this Request for Proposal:
- (a) **"HMI"** means Human Machine Interface;
 - (b) **"SCADA"** means Supervisory Control and Data Acquisition;
 - (c) **"SEWPCC"** means South End Water Pollution Control Centre;
 - (d) **"NEWPCC"** means North End Water Pollution Control Centre;
 - (e) **"WEWPCC"** means West End Water Pollution Control Centre.

D6. CONTRACT ADMINISTRATOR

- D6.1 The Contract Administrator is:
Graham Fuga
Wastewater Engineer
Water and Waste Department
Telephone No. 204-986-3108
Facsimile No. 204-774-6729
- D6.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.
- D6.3 Bids Submissions must be submitted to the address in B7.9

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D7.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor 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.
- D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. NOTICES

- D8.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204-949-1174

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

D10. COMMENCEMENT

D10.1 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.

D10.2 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D11. TOTAL PERFORMANCE

D11.1 The Contractor shall achieve Total Performance within one hundred twenty (120) consecutive days of the commencement of the work as specified in D10.

D11.2 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.

D11.3 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.

D12. SAFETY

D12.1 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.

D12.2 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.

D12.3 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.

MEASUREMENT AND PAYMENT

D13. INVOICES

D13.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg, MB, R3B 1B9

Facsimile No.: 204-949-0864
Email: CityWpgAP@winnipeg.ca

D13.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 Bids Submissions must be submitted to the address in B7.9

D14. PAYMENT

D14.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D15. PAYMENT SCHEDULE

D15.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

APPENDIX A

1. WASTEWATER TREATMENT PLANT HMI ENVIRONMENTS

1.1 The HMI environments at the (3) Wastewater Treatment Plants have the following computers:

Computers	Quantity
HMI Servers	7
HMI Operator Workstations	13
HMI Development Servers	3
HMI Development Workstations	6

1.2 Note: the HMI development servers and workstations provides a set of engineering and maintenance tools to create and maintain control system configurations.

1.3 The typical development environment at the treatment plants consists of a (1) Server and (2) workstations

2. WASTEWATER COLLECTION SCADA SYSTEM

2.1 The Wastewater Collection SCADA system share common server infrastructure with the Wastewater Treatment plant DCS environment

2.2 In addition, the Waste Water collection system SCADA environment is in the process of transitioning from an older (legacy) SCADA systems to a newer one.

APPENDIX B – SECURITY CLEARANCE

1. SECURITY CLEARANCE

- 1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate including a Vulnerable Sector Screening from the any of the following;
 - (a) police service having jurisdiction at his/her/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> including;
 - (i) Additional Security Check, The Safety Verification Check this is to be obtained through BackCheck
 - (c) Core of Commissionaires, forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- 1.2 The following is a link to information for obtaining the Criminal Record Search certificate from the City of Winnipeg Police Service.
http://winnipeg.ca/police/pr/info_request.stm#crim_record_search.
- 1.3 The original Criminal Record Search Certificate (Form P–253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
 - (a) Provide the original Criminal Record Search Certificate (Form P–253) to the Contract Administrator.
- 1.4 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- 1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- 1.6 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- 1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

APPENDIX C - ENVIRONMENTAL PRESERVATION AND COMPLIANCE

- 1 Working on behalf of Wastewater Services, your performance during all contracted obligations is critical to our commitment to protect the environment and comply with all environmental legislation. Please read our attached Environmental Policy.
- 2 Without limiting or otherwise affecting the generality or application of any other term or condition of the Contract, the Contractor shall, at no additional cost to the City:
 - a) strictly comply with all applicable environmental laws and regulations and have suitable corrective and/or preventive measures in place to address any previous environmental warnings, fines or convictions;
 - b) do or cause to be done all things required or ordered, and shall bear all costs and expenses for same, to mitigate environmental damage caused, directly or indirectly, by itself or by its servants, agents, employees or subcontractors, accidentally or as a result of practices that are or may be in contravention of the Contract or any environmental laws or regulations, or to prevent any or all of the same;
 - c) ensure that all persons engaged in the performance of the Work and the Contract shall not dispose of oil or waste materials in any way which might cause pollution of land, water, lakes, rivers, streams;
 - d) ensure that all persons engaged in the performance of the Work and the Contract shall follow any Safe Work Procedures provided by the City;
 - e) ensure the Work, and all work sites are clean and free from fire hazards and other hazards, accumulations of waste materials, rubbish and debris;
 - f) create as little waste as reasonably possible during the course of the Work and handle all waste created in the course of the Work in an environmentally preferable, and legal, manner;
 - g) in respect of the Work, use all resources as efficiently and reasonably possible;
 - h) Any individual who is responsible for a spill or who has custody and control of the substances involved in a spill must **immediately** notify the City, and must provide all information about the spill, including:
 - i) the date and time of the spill;
 - ii) the content and quantity of the spill;
 - iii) the location of the spill;
 - iv) the cause and nature of the spill;
 - v) the action completed and any work still in progress to mitigate the spill;
 - vi) the name and contact information of the person reporting the spill.
 - i) Any individual who is responsible for a spill or who has custody and control of the substances involved in a spill must notify all appropriate regulatory agencies e.g. Environment Canada, Manitoba Conservation as required by law;
 - j) if a spill poses an immediate danger to human health or safety, property or the environment, the person responsible for the spill or who has custody and control of the substances involved in a spill must call 911 to report the spill;
 - k) Any individual who is responsible for a spill or who has custody and control of the substances involved in a spill must take all reasonable measures to:
 - i) contain the spill;
 - ii) reduce the risk of harm to human health and safety, property, and the environment;
 - iii) clean up the spill and contaminated residue and dispose of spill material appropriately, and
 - iv) restore the affected area to its condition before the spill.
 - l) Any individual who is responsible for a spill or who has custody and control of the substances involved in a spill must submit a written report to the City within five working days of the spill, containing information required to determine:
 - v) information required in (h); and
 - vi) actions necessary to reduce the effect of the spill and to prevent future spills.




Winnipeg
Water and Waste Department

Environmental Management Policy

We have an Environmental Management System (EMS) to help us manage our environmental impacts and risks, and improve our environmental performance.

As part of this program, we must all take responsibility for minimizing the effects of our work activities on the environment.

The Environmental Management System also requires that we record all operational and EMS non-conformances on the appropriate forms.

The Water and Waste Department's sewage treatment facilities, and wastewater collection and land drainage systems, aim to achieve excellence in environmental services, pollution prevention, and protection of public health through a commitment to continually improving the Environmental Management System.

We are committed to:

1. Understanding and respecting the views of our customers, employees, communities and stakeholders when planning and undertaking our activities.
2. Remaining current with advancing and innovative technology and management practices in our facilities.
3. Ensuring awareness, training and involvement of all staff to enable them to conduct their work in an environmentally responsible manner and to play a full role in continual improvement.
4. Aiming for best performance and sustainability in all aspects of our business to ensure compliance, at the highest level, with legislative requirements and our own standards.
5. Reviewing our environmental objectives and targets annually to ensure improvement in our environmental performance.

Director, Water and Waste Department

December 2011