



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 901-2015

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR PILOT TESTING AN ALTERNATIVE COAGULANT FOR THE WINNIPEG WATER TREATMENT PLANT **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 PILOT TESTING AN ALTERNATIVE COAGULANT FOR THE WINNIPEG WATER TREATMENT PLANT

B2. SUBMISSION DEADLINE

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

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

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

B3. SITE INVESTIGATION

B3.1 The Project Manager or an authorized representative will conduct a Site Investigation tour of the Winnipeg Water Treatment Pilot Plant on:

(a) Wednesday January 13, 2016 at 10:00am;

B3.1.1 Proponents are requested to register for the Site Investigation **at least 48 hours** in advance by contacting the Project Manager identified in D2.

B3.1.2 Proponents registered for the site visit must provide the Contract Administrator identified in D2 with a Public Safety Verification search obtained not earlier than one (1) year prior to the Site Investigation

(a) The Public Safety Verification check may be obtained from BackCheck. Proponents will need to setup a BackCheck account prior to requesting individual background checks. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link.

<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>

Note that the check will take up to 48 hours to complete. Refer to Part E – Security Clearance for further information.

(b) The results of the Public Safety Verification Check must be received by the City directly through BackCheck. Proponents must set up an account with BackCheck under their company name and grant BackCheck permission to share the results of the Public Safety Verification Check with the City of Winnipeg.

B3.2 Attendees are required to wear CSA approved safety footwear, safety glasses and a hard hat.

B3.3 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.

B3.4 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

B4. ENQUIRIES

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

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify

the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

- B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

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

B6. ADDENDA

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

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B8;
 - (b) 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, Methodology and Schedule (Section E) in accordance with B12;
and
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;

- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

- B9.1 The Work to be done under the Contract shall be awarded in two separate stages as described in Section D4.1.
- B9.2 The Proposal shall include a Fixed Fee for the following phases as described in D4.2, D4.3, and D4.4 and as listed in Form B: Fees.
- (a) Phase 1: Background Review, Benchmarking and Selection of Appropriate Coagulant to Pilot;
 - (b) Phase 2: Development of Coagulant Piloting Work Program; and
 - (c) Phase 4: Meetings and Reporting.
- B9.3 The Proposal shall include a Time Based Fee for the following phase as described in D4.4 Scope of Services and as listed in Form B: Fees.
- (a) Phase 3: Coagulant Piloting.
 - (i) for proposal purposes these fees should be based on 1200 hours of coagulant piloting. This assumes that the Proponent's operator will be working 12 hours per day, 7 days a week for 3 weeks per season, plus an additional 12 hours per day, 7 days a week for 2 weeks for testing direct filtration during the cold water (winter) season;
 - (ii) the number of hours listed in B9.3(a)(i) is to be considered approximate only. The City will use this number for the purpose of comparing bids; and
 - (iii) the number of hours for which payment will be made to the Proponent for Phase 3: Coagulant Piloting is to be determined by the actual hours onsite worked by the

Proponent. A maximum of 2000 hours will be permitted under Phase 3: Coagulant Piloting.

- B9.4 In addition to the Form B: Fees, proposals shall also include detailed description of the Fixed Fees and Time Based Fees according to the Scope of Services, refer to Appendix C for a sample. Details shall include as a minimum:
- (a) the work activities and deliverables of the proposed Services;
 - (b) the respective number of hours per work activity per task per each proposed individual;
 - (c) applicable hourly rates of proposed individuals. Overtime for individuals completing Phase 3: Coagulant Piloting should be incorporated into the hourly rates;
 - (d) total cost for each phase identified in B9.1 and B9.4; and
 - (e) the associated disbursements.
- B9.5 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.5.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B9.6 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.
- B9.7 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b).
- B9.8 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.9 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 Project Team in providing and implementing a pilot testing program on up to three 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 Proponent or Subconsultant;
 - (c) project's original contracted cost and actual project cost;
 - (d) project schedule (anticipated project schedule and actual project delivery schedule);
 - (e) project owner; and
 - (f) reference information (consisting of two current names, email addresses and telephone numbers).
- 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.
- (a) include the principals-in-charge, the Proponents Representative, managers of the key disciplines and lead designers;
 - (b) include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer; and
 - (c) identify roles of each of the key personnel in the Project in the organizational chart referred to in B11.1.1.
- B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:
- (a) description of project;
 - (b) role of the person;
 - (c) project Owner;
 - (d) reference information (two current names with email addresses and telephone numbers per project).
- B11.4 For the key personnel in the Project, submit their experience that relates to:
- (a) solving discoloured water issues in the distribution system in jurisdictions other than the City of Winnipeg; and
 - (b) solving discoloured water issues related to manganese in the distribution system in jurisdictions other than the City of Winnipeg.
- B11.5 The Proponent shall not substitute key personnel without the written permission from the Project Manager identified in D2.

B12. PROJECT UNDERSTANDING, METHODOLOGY AND SCHEDULE (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. The methods should include:
- (a) job function for each person or group of people identified; and
 - (b) proposed arrangements and methods involving out-of-town staff to:
 - (i) ensure effective communication, quality control and dissemination of information; and
 - (ii) participate in coordination and review functions.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D3.9.
- 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 overall objectives and deliverables of the pilot plant coagulant testing;
 - (b) the team's understanding of the constraints that will affect the undertaking of the work;

- (c) the proposed Project budget and schedule;
- (d) the team's understanding of key considerations that could affect Project budget and schedule;
- (e) the City's staff and resource requirements to facilitate this Project; and
- (f) any other issue that conveys the team's understanding of the Project requirements.

B12.5 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software. The schedule should include:

- (a) work breakdown structure;
- (b) resource assignments;
- (c) durations (weekly timescale);
- (d) milestone dates or events;
- (e) critical dates for review;
- (f) anticipated approval processes by the City during the applicable phases;
 - (i) a minimum of 3 weeks should be allowed for completion of these processes;
- (g) project meetings;
- (h) submission dates for required deliverables.

B13. DISCLOSURE

B13.1 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.

B13.2 The Persons are:

- (a) AECOM Canada Ltd.
- (b) CH2MHill Canada Ltd. and
- (c) Associated Engineering (Sask.) Ltd.

B14. QUALIFICATION

B14.1 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; and
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B14.2 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>

- B14.3 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 planning, bench scale testing, operating, piloting, and analysis of water treatment system projects of similar complexity, scope and value; and to those required for this Project;
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
 - (f) provide proof upon request of the Project Manager of the Security Clearances as identified in PART E - SECURITY CLEARANCES.
- B14.4 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.
- B14.5 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.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/> .
- B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B17.1.1 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.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 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.

B18. INTERVIEWS

- B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

- B19.1 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.
- B19.2 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.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

- B20.1 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 B14: (pass/fail)
 - (c) Fees; (Section B) 40%
 - (d) Experience of Proponent and Subconsultants; (Section C) 10%
 - (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
 - (f) Project Understanding, Methodology and Schedule (Section E) 25%

- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(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.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated will be evaluated considering the information provided in response to B10, including but not limited to the following criteria:
- (a) ability of Proponent to complete the job;
 - (b) similarity of the Proponent's past projects; and
 - (c) success of the Proponent on past projects.
- B20.5.1 Proposals that receive less than half the available evaluation points for Experience of Proponent and Subconsultants will be rejected in accordance with B20.3.
- B20.6 Further to B20.1(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, considering the information provided in response to B11 including but not limited to the following criteria:
- (a) similarity of Key Personnel past projects related to solving discoloured water issues in the distribution system in jurisdictions other than the City of Winnipeg;
 - (b) appropriateness of related years of experience of the Key Personnel
 - (c) experience of Key Personnel with bench scale and pilot testing for coagulant optimization;
 - (d) relevancy of experience of the Key Personnel;
 - (e) reputation of the Key Personnel; and
 - (f) appropriateness of approach to overall team formation and coordination of team members.
- B20.6.1 Proposals that receive less than half the available evaluation points for Experience of Key Personnel Assigned to the Project will be rejected in accordance with B20.3
- B20.7 Further to B20.1(f), Project Understanding, Methodology and Schedule will be evaluated considering the information provided in response to B12 including, but not limited to the following criteria:
- (a) appropriateness of the Project Management Approach;
 - (b) consistency and completeness of the Methodology;
 - (c) appropriateness of hours assigned to individual tasks per person;
 - (d) Proponent's understanding of the project and its constraints;
 - (e) completeness and consistency of the project schedule;
 - (f) appropriateness of the timelines provided; and
 - (g) demonstration of insight beyond the information that was presented in this Request for Proposal.
- B20.7.2 Proposals that receive less than half the available evaluation points Project Understanding, Methodology and Schedule will be rejected in accordance with B20.3.
- B20.8 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 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.
- B21.2.1 Without limiting the generality of B21.2, 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.
- B21.3 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.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 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.
- B21.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 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.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

- D2.1 The Project Manager is:

Heather Buhler, P.Eng.

Email: hbuhler@winnipeg.ca

Telephone No. 204 986-6425 or Cell No. 204-806-4919

Facsimile No. 204 224-0032

- 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 B7.10

D3. BACKGROUND

- D3.1 The City of Winnipeg has experienced an increased frequency of customer complaints of discoloured water over the last few years exceeding a level satisfactory to the City. Although water safety has been maintained throughout, the City is committed to customer satisfaction and has taken a number of steps to reduce the cause(s) of these aesthetic complaints.

- D3.2 In 2010, the Water and Waste Department engaged the engineering consulting firm AECOM Canada Ltd., with CH2M Hill Canada Ltd., as a sub-consultant to investigate, determine the cause and provide recommendations to resolve the discoloured water issue. The Water and Waste Department implemented the recommendations and in the summer and fall of 2011, observed a decrease in discoloured water reports.

- D3.3 In summer and fall of 2012, an increase in customer reports of discoloured water was observed. In September of 2012, the Water and Waste Department engaged CH2M Hill Canada Ltd., to review the discoloured water issue and assist in identifying sources of the discoloured water and measures to potentially mitigate the situation.

- D3.4 While this review was ongoing, Winnipeg experienced a significant increase in customer reports of discoloured water in the summer of 2013, generating widespread media and customer attention. The Water and Waste Department engaged the engineering consulting firm CH2M Hill Canada Ltd. to assist in investigating the cause of the unprecedented number of reports of discoloured water in the water distribution system and to provide recommendations to diminish future recurrences of discoloured water. A report on the work entitled "Winnipeg Discoloured Water Investigation" was completed by CH2M Hill Canada Ltd. and was provided to the City in December of 2013. The Water and Waste Department has implemented or is in the process of implementing all of the recommendations outlined in the report.

- D3.5 As both engineering consultants previously engaged to review the discoloured water problem (AECOM Canada Ltd. and CH2M Hill Canada Ltd.) were involved with the process design of the water treatment plant, the Water and Waste Department decided to engage a third party who is independent of the Water Treatment Plant design to complete a third party review of the CH2M Hill Canada Ltd.'s 2013 report, as well as to review the process design of the Winnipeg Water Treatment Plant (WTP) with respect to discoloured water. In February 2014, the Water and

Waste Department engaged the engineering consulting firm Associated Engineering (Sask.) Ltd. A final report on the work entitled "Third Party Review of Discoloured Water Reports" was completed by Associated Engineering (Sask.) Ltd. and was provided to the City in October 2015.

- D3.6 One of the recommendations in CH2M Hill Canada Ltd.'s report is to select, test and implement an alternative coagulant that contains less manganese than the current ferric chloride coagulant. Associated Engineering (Sask.) Ltd. concurs with this recommendation. This recommendation involves testing a new coagulant using the WTP Pilot Plant, which is currently under construction and will be commissioned by February 2016. Prior to the commencement of piloting, the City will operate the pilot plant to establish a benchmark with the main plant.
- D3.7 The WTP processes consist of: enhanced coagulation, dissolved air floatation, ozone, biologically activated carbon filtration, chlorination, pH adjustment, ultraviolet disinfection, fluoridation and corrosion control.
- D3.8 The WTP Pilot Plant is a scalable enhanced baseline of Winnipeg's Drinking Water Treatment Plant processes that consists of: enhanced coagulation, dissolved air floatation, ozone, biologically activated carbon filtration and pH adjustment.
- D3.9 In addition to testing an alternative coagulant using the existing WTP processes, the City has decided that additional piloting will be completed on the selected coagulant using a direct filtration process, to be accomplished by bypassing the dissolved air floatation process on the pilot plant.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of selecting and testing an alternative coagulant for the WTP in accordance with the four (4) phases described in sections D4.2, D4.3, D4.4, and D4.5. In addition, piloting will also be completed with the selected coagulant using direct filtration during the cold season as described in section D4.3.
- (a) The Work to be done under the Contract shall be awarded in two separate stages:
- (i) Stage 1 – All services identified in Phase 1, Phase 2, and Phase 4, as described in sections D4.2, D4.3, and D4.5.
 - (ii) Stage 2 – All services identified in Phase 3 as described in section D4.4.
- (b) the Work of Stage 2 will be contingent upon approval of sufficient funding in the 2017 Capital budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City shall have the right to eliminate all or any portion of Stage 2 Work, without penalty.

D4.2 Phase 1: Background Review, Benchmarking and Selection of Appropriate Coagulant to Pilot:

- (a) review background information, such as WTP reports, pilot studies, drawings, water quality data and current operations in the WTP and distribution system:
- (b) benchmark the full scale performance of the current coagulant for each of the four seasons, to use as a baseline for evaluation of the new coagulant. The following historical data will be provided by the City and these factors shall be considered to better understand their influence on and interrelationships with the coagulation process:
- (i) raw water quality (seasonal and average);
 - (ii) chemical feed rates;
 - (iii) WTP efficiency (treated water delivered versus raw water processed);
 - (iv) water quality through processes prior to distribution;
 - (v) finished water quality (seasonal and average) including but not limited to:
 - (i) total organic carbon removal and algae toxin removal;
 - (ii) disinfection and disinfection byproducts (total trihalomethanes, total haloacetic acid);

- (iii) colour and threshold odour number;
 - (iv) metals (including dissolved and total iron and manganese);
 - (v) UVT;
 - (vi) coagulation alkalinity;
 - (vii) total solids, total suspended solids, and total dissolved solids;
 - (viii) conductivity;
 - (ix) pH;
 - (x) turbidity;
 - (xi) corrosion indicators (total sodium, chloride, and sulphate); and
 - (xii) dissolved oxygen, oxidation reduction potential.
- (vi) residuals generation rates and characteristics; and
 - (vii) filter performance (filter effluent turbidity and particle counts, run times, unit filter run volume, head loss and head loss development rates, backwash duration).
- (c) identify candidate coagulants:
- (i) the candidate coagulant shall meet the following criteria:
 - (i) meet the WTP Operating Licence;
 - (ii) reduce the potential for discoloured water in the distribution system;
 - (iii) contain minimal by-products that may pass through treatment processes at the WTP;
 - (iv) where possible, be compatible with existing materials and processes at the WTP;
 - (v) maintain or improve the treated water stability; and
 - (vi) maintain or improve corrosion control.
 - (ii) complete discussions/interviews with product vendors/sales representatives to determine candidate coagulants; and
 - (iii) complete discussions/interviews with utilities that have similar water treatment plants and water quality to determine candidate coagulants;
- (d) develop bench testing standard operating procedures for the assessment of candidate coagulants for the water obtained from the WTP;
- (e) complete bench testing of candidate coagulants. The WTP has a DAF bench scale tester (DAF jar tester) with four separate 2-litre beakers that can be used during bench testing. Each jar has variable paddle types, mixer speeds, and timing abilities. Bench testing shall be completed on a minimum four (4) different coagulants, one of which shall be ferric chloride supplied by the City of Winnipeg.
- (i) Bench scale testing is to include the following:
 - (i) a minimum four (4) different coagulants tested with no additional coagulant aids;
 - (ii) a minimum three (3) different coagulant aids for each of the 4 coagulants;
 - (iii) a minimum four(4) different pH values ranging from 5.5 to 8 for each coagulant tested, pH can be adjusting using sulphuric acid; and
 - (iv) number of bench tests may be increased or decreased based on coagulant performance.
 - (ii) At a minimum, the parameters evaluated during the bench testing shall include:
 - (i) rapid mix time;
 - (ii) rapid mixing energy;
 - (iii) flocculation (slow mixing) time;
 - (iv) flocculation energy;
 - (v) time for floc formation;
 - (vi) floc appearance; and

- (vii) analytical tests on effluent water, including but not limited to, all tests listed in D4.2(b)(v).
- (f) complete an evaluation of the WTP process impacts of switching over to the selected candidate coagulant, including but not limited to:
 - (i) compatibility with existing chemical storage system;
 - (ii) compatibility with existing coagulant feed system;
 - (iii) compatibility with existing slow and quick mixing processes;
 - (iv) physical changes required to the WTP to accommodate the candidate coagulant;
 - (v) effect on filter run times and performance;
 - (vi) effect on backwash frequency and duration;
 - (vii) effect of formation of precipitates in the recycling stream;
 - (viii) effect on the residuals management system; and
 - (ix) effect on chlorine contact time and final pH adjustment.
- (g) complete an evaluation of the full scale impacts of chemical supply and water chemistry from switching over to the selected candidate coagulant, including but not limited to:
 - (i) price and local availability of the new coagulant in the quantities required for use at the WTP;
 - (ii) method of delivery, such as railcar or tanker delivery;
 - (iii) alkalinity consumed with the new coagulant; and
 - (iv) pH operating range for optimal performance of the new coagulant.
- (h) complete an evaluation of the WTP finished water quality impacts of switching over to the selected candidate coagulant, including but not limited to:
 - (i) filter effluent turbidity and particle counts;
 - (ii) TOC removal and algae toxin removal;
 - (iii) disinfection and DBP's removal;
 - (iv) colour and threshold odour number;
 - (v) dissolved and total iron, manganese, and aluminum; and
 - (vi) total solids and total dissolved solids;
- (i) complete an evaluation of the WTP residuals production and management impact of switching over to the selected candidate coagulant;
- (j) complete an evaluation of the distribution system impact of switching over to the selected candidate coagulant, including but not limited to:
 - (i) aesthetic concerns, including coloured water, tastes and odors;
 - (ii) formation of precipitates from the coagulant in the distribution system, such as manganese, iron and aluminum;
 - (iii) changes in levels of corrosion byproducts, including but not limited to zinc, coppers and lead;
 - (iv) effects on existing corrosion control system, chemical addition of orthophosphate;
 - (v) hydraulic impact, due either to corrosion or deposition; and
 - (vi) corrosion control impacts due to electrochemical changes in the finished water quality.

D4.3 Phase 2: Development of Coagulant Piloting Work Program:

- (a) develop testing protocols and objectives for piloting the selected coagulant during the four water quality seasons: cool water (fall), cold water (winter), cool water (spring), and warm water (summer). Cool water temperature range is 4 to 14 C, cold water is less than 4 C, and warm water is 15 C and warmer. Include an additional two (2) weeks of piloting during the cold water (winter) season for piloting the direct filtration option. The protocols and objectives shall:

- (i) define pilot plant test targets and operating goals to evaluate candidate coagulant performance;
 - (i) at a minimum, the parameters used to benchmark the existing coagulant as listed in D4.2(b)(v), D4.2(b)(vi) and D4.2(b)(vii) should be used to define test targets and operating goals;
 - (ii) all test targets and operating goals shall satisfy operating license requirements for treated water quality;
 - (iii) pilot testing should include testing scalable to the maximum operating flow of the WTP as well as to the average flow of the WTP for each season; and
 - (iv) include use of onsite charge analyzer for determining optimum coagulant charge value for optimum filter performance.
 - (ii) include a detailed Critical Path Method schedule, complete with resource assignments, durations and milestone dates;
 - (iii) include a pilot run summary template;
 - (iv) include a database for testing results;
 - (v) include a water quality testing protocol;
 - (vi) include finished water quality sampling for residuals that could enter the distribution system;
 - (vii) include safe work procedures and identify training requirements for the handling of the selected coagulant;
 - (viii) identify City WTP resources, staff duties and requirements during piloting; and
 - (ix) identify laboratory requirements and resources.
- (b) the following factors shall be considered for the piloting work program:
- (i) the Consultant will have twenty four (24) hour access to the pilot plant area;
 - (ii) responsibility of the Consultant:
 - (i) the Consultant shall be fully responsible for the operation and performance of the pilot plant throughout the piloting program;
 - (ii) it is assumed that the Consultant will need to provide a pilot plant operator working twelve (12) hours per day, seven (7) days a week for three (3) weeks each season for the coagulant piloting, plus an additional twelve (12) hours per day, seven (7) days a week for two (2) weeks for direct filtration piloting during the cold season;
 - (iii) the Consultant shall be responsible to collect, label and deliver all samples from the pilot plant to the City of Winnipeg Environmental Standards Division representative at the WTP for analysis. The Consultant shall be responsible for coordination of all testing supplies and requirements with the City of Winnipeg Environmental Standards Division; and
 - (iv) the Consultant shall be responsible for monitoring and recording pH, temperature and all other onsite parameters as required.
 - (iii) responsibility of the City of Winnipeg:
 - (i) the City is NOT responsible for the operation or performance of the pilot plant;
 - (ii) the City will endeavor to provide a continual raw water supply to the pilot plant, however, the City reserves the right to interrupt the supply of raw water for WTP maintenance activities as required;
 - (iii) the City of Winnipeg WTP operators will be on site twenty four (24) hours a day, three hundred and sixty five (365) days a year to provide support to the Consultant;
 - (iv) the City will provide all maintenance assistance required to ensure the pilot plant is fully operational throughout the testing; including plumbing, electrical and instrumentation. The City will endeavor to provide all maintenance assistance in a timely fashion during the piloting process, however, in case of emergency; City WTP staff may not be available immediately;

- (v) the City will complete all laboratory testing of samples submitted by the Consultant; and
- (vi) the City will provide all required instrumentation for onsite testing.

D4.4 Phase 3: Coagulant Piloting:

- (a) complete piloting of the selected coagulant based on the approved piloting work program that was developed in D4.3, including direct filtration piloting;
- (b) provide to the City a detailed list of all duties and requirements of the City during the piloting program, including all required training that will be provided to the City staff;
- (c) treatment processes should be optimized during pilot trials to minimizing chemical and energy inputs;
- (d) use available onsite charge analyzer to determine to optimum coagulant charge value with the selected coagulant for optimum filter performance; and
- (e) the Consultant is to follow all City of Winnipeg Water & Wastewater Department Standard Operating Procedures (SOPs) while working in the WTP.
 - (i) the City will provide all required monitors and safety equipment, with the exception of safety boots, safety glasses and hard hats, which are the responsibility of the Consultant.

D4.5 Phase 4: Meetings and Reporting:

- (a) the Consultant shall be responsible for scheduling and leading a project kick-off meeting after award of the project to review the project Scope of Work, schedule, and project team.
- (b) during Phase 1: Background Review, Benchmarking and Selection of Appropriate Coagulant to Pilot, complete a draft and final technical memorandum that summarizes all items in D4.2. The City will provide comments on the draft that should be reviewed and incorporated into the final technical memorandum;
 - (i) the Consultant shall be responsible for scheduling and leading a draft review meeting after submission of the draft technical memorandum to review all City comments.
- (c) during Phase 2: Development of Coagulant Piloting Work Program, complete a draft and final technical memorandum that provides the details of the coagulant piloting work program, ensuring that all items in D4.3 are addressed. The City will provide comments on the draft that should be reviewed and incorporated into the final technical memorandum;
 - (i) the Consultant shall be responsible for scheduling and leading a draft review meeting after submission of the draft technical memorandum to review all City comments.
- (d) during Phase 3: Coagulant Piloting, the Consultant shall be responsible for scheduling and leading pre and mid-point progress team meetings for each piloting season and during the direct filtration piloting (total of 10 Meetings);
- (e) after each water quality piloting season and the two weeks of direct filtration piloting, complete a draft and final technical memorandums that summarizes the piloting trials and results. A total of five (5) draft and five (5) final technical memorandums shall be submitted during Phase 3: Coagulant Piloting. The City will provide comments on the draft technical memorandums that should be reviewed and incorporated in the final technical memorandums;
- (f) complete a review of the City's existing procedures to determine coagulant dosage and complete a draft and final technical memorandum to update and replace these procedures based on the selected coagulant. The City will provide comments on the draft technical memorandum that should be reviewed and incorporated in the final technical memorandum;
- (g) a final report shall be developed that contains, at a minimum:
 - (i) an executive summary;

- (ii) a detailed section that compares the alternative coagulant against the existing ferric chloride coagulant;
 - (iii) summary of all four piloting seasons results;
 - (iv) summary of direct filtration piloting results and recommendations on the advantageous and disadvantages for direct filtration during the cold season;
 - (v) expected impacts on the distribution system water quality, colour, precipitates formation, and corrosion with the selected coagulant;
 - (vi) a financial section that details the entire cost of switching over to the selected coagulant.
- (h) submit a draft final report for review by the City. The City will provide comments on the draft final report that should be reviewed and incorporated in the final report;
 - (i) the eight (8) final technical memorandums that are completed in D4.5(b), D4.5(c), D4.5(e) and D4.5(f) are to be appended to the final report;
 - (j) the final report shall be submitted and delivered to the Project Manager listed in D2 as follows:
 - (i) ten (10) printed and bound hard copies; and
 - (ii) one (1) PDF of the final report and Excel files of all summary data on one (1) DVD or memory stick.
- D4.6 Unless otherwise stated, Appendix A – Definition of Professional Consultant Services (Consulting Engineering Services) shall be applicable to the provision of Professional Engineering services for this project. These services are specific to Detailed Design and Contract Administration Services.
- D4.7 Refer to Appendix B for Relevant Documents to the Project. These documents are available in electronic PDF format by request to the Project Manager identified in D2.

D5. DEFINITIONS

- D5.1 When used in this Request for Proposal:
- (a) “DAF” mean dissolved air floatation;
 - (b) “DBP” means disinfection by-products;
 - (c) “UVT” means ultraviolet transmittance; and
 - (d) “WTP” means the Winnipeg Water Treatment Plant.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. INSURANCE

D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$2,000,000 per claim and \$5,000,000 in the aggregate.

D8.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

D8.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).

D8.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified

in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D8.8.

- D8.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D9. COMMENCEMENT

- D9.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D9.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by April 8, 2016.

D10. CRITICAL STAGES

- D10.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) submission of Phase 1 draft and final technical memorandum as described in D4.5(b) shall be no later than September 1, 2016 and October 1, 2016 respectively;
 - (b) submission of Phase 2 draft and final technical memorandum as described in D4.5(c) shall be no later than December 1, 2016 and January 15, 2017 respectively;
 - (c) piloting of the new coagulant as described in D4.4 shall occur over the following four raw water quality periods:
 - (i) cold water (winter) - January 2017 - March 2017, water temperature less than 4°C;
 - (ii) cool water (spring) - April 2017 - June 2017, water temperature less than 4-14°C;
 - (iii) warm water (summer) - June 2017 - September 2017, water temperature 15 °C and warmer;
 - (iv) cool water (fall) – October 2017 – November 2017, water temperature less than 4-14°C;
 - (d) submission of the Phase 3 draft technical memorandums as described in D4.5(e) shall be no later than 3 weeks after each piloting season.
 - (e) submission of the draft and final technical memorandum of procedures to determine coagulant dosage as described in D4.5(f) shall be no later than February 1, 2018 and March 1, 2018 respectively
 - (f) submission of the draft and final report as described in D4.5(g) shall be no later than April 1, 2018 and May 1, 2018 respectively.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

E1.1 Each individual proposed to perform Work under this Contract within the Winnipeg Drinking Water Treatment Plant shall be required to obtain a Criminal Record Search Certificate and a Public Safety Verification Check as detailed below:

- (a) the Criminal Record Search Certificate may be obtained from one of the following:
 - (i) a police service having jurisdiction at his/her place of residence.
 - (i) 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.
 - (ii) The applicant shall provide the original Criminal Record Search Certificate (Form P-253) to the Project Manager, or
 - (ii) using BackCheck, proponents will need to setup a BackCheck account prior to requesting individual background checks. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link. <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>. The Criminal Record Search Certificate must be received by the City directly through BackCheck;
 - (i) proponents must set up an account with BackCheck under their company name and grant BackCheck permission to share the Criminal Record Search Certificate with the City of Winnipeg;
 - (ii) proponents will then be contacted by BackCheck with instructions on how to complete the Criminal Record Search Certificate; and
 - (iii) if additional assistance is required to obtain the Criminal Record Search Certificate, the Bidder may contact the following BackCheck representative:
Linda Ferens;
email: linda.ferens@sterlingbackcheck.ca
phone: (204) 999-0912; or
 - (iii) filling out the Core of Commissionaires (Manitoba Division) form which can be obtained by visiting: <https://www.commissionaires.ca/en/manitoba/home>.
- (b) the Public Safety Verification Checks can be obtained from BackCheck, proponents will need to setup a BackCheck account prior to requesting individual background checks. This process should be done 72hrs prior to requesting the first check. The account can be setup using the following link. <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>. The results of the Public Safety Verification Check must be received by the City directly through BackCheck.
 - (i) proponents must set up an account with BackCheck under their company name and grant BackCheck permission to share the Criminal Record Search Certificate with the City of Winnipeg;
 - (ii) proponents will then be contacted by BackCheck with instructions on how to complete the Public Safety Verification Check; and
 - (iii) if additional assistance is required to obtain the Public Safety Verification Check, the Bidder may contact the following BackCheck representative:
 - (i) Linda Ferens;
 - (ii) email: linda.ferens@sterlingbackcheck.ca;
 - (iii) phone: (204) 999-0912.

E1.2 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager with a Criminal Record Search Certificate and a Public Safety Verification Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.

- E1.3 Any individual for whom a Criminal Record Search Certificate or a Public Safety Verification Check is not provided, or for whom a Criminal Record Search Certificate or a Public Safety Verification Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- E1.4 Any Criminal Record Search Certificate and Public Safety Verification Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.5 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 Certificate or Public Safety Verification Check. Any individual who fails to provide a satisfactory Criminal Record Search Certificate or Public Safety Verification Check as a result of a repeated criminal records search will not be permitted to continue to perform any Work.