



**THE CITY OF WINNIPEG**

# **REQUEST FOR QUALIFICATION**

**RFQ NO. 706-2017A**

**DESIGN BUILD OF THE CITY OF WINNIPEG REGIONAL WATER DISTRIBUTION  
SYSTEM SCADA SYSTEM UPGRADE, PLC REPLACEMENT AND POWER  
RELIABILITY UPGRADES**

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## PART B - REQUEST FOR QUALIFICATION INFORMATION

### B1. TERMS AND DEFINITIONS

- B1.1 In this Request for Qualifications (RFQ), words in the singular include the plural and vice-versa and words in one gender include all genders, all references to dollar amounts are to the lawful currency of Canada, and the words “include”, “includes” or “including” means “include without limitation”, “includes without limitation” and “including without limitation”, respectively, and the words following “include”, “includes” or “including” will not be considered to set forth an exhaustive list.
- B1.2 When used in this RFQ:
- (a) **“Addendum”** means a written addendum to the RFQ issued by the City as set out in B16;
  - (b) **“Affiliate”** is as defined in The Corporations Act (Manitoba);
  - (c) **“AOS”** means application object server;
  - (d) **“Break Payment”** means the monetary amount as determined by the City to be payable to each Prequalified Proponent for proposal development costs in the RFP Process in the event that the procurement process commenced by issuance of this RFQ is terminated by the City after issuance of the RFP;
  - (e) **“Business Day”** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (f) **“Calendar Day”** or **“Day”** means the period from one midnight to the following midnight on every day of the year;
  - (g) **“City”** means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
  - (h) **“City Bid Opportunity Website”** means the publicly accessible website that the City intends to use for making available all information to Proponents regarding the Project other than Confidential Information and more specifically, means the relevant “Bid Opportunities” page at the City’s Materials Management Division’s website at <http://www.winnipeg.ca/matmgt/bidopp.asp> ;
  - (i) **“City Council”** means the Council of the City of Winnipeg;
  - (j) **“Commissioning Team”** means the Proponent Team Member(s) who will plan and perform testing and commissioning activities for the Project;
  - (k) **“Commissioning Team Lead(s)”** means the Proponent Team Member(s) that will lead and be principally responsible for planning and performing the testing and commissioning activities for the Project;
  - (l) **“Confidential Information”** means any and all information, in any form, format or medium (including without limitation written, oral, or visual information) related to, concerning, or resulting from the City or the RFQ Process or the Project, which comes into the possession or knowledge of the Proponent, including without limitation the RFQ, documents, business information, know how, data, trade secrets, processes, designs, communications, materials, drawings, diagrams, computer programs, concepts, and any and all copies, reproductions, modifications, and derivative works, with the exception of information which:
    - (i) Is or becomes publicly known other than through the Proponent; or
    - (ii) Is disclosed pursuant to the requirements of a governmental authority or judicial order.
  - (m) **“Conflict of Interest”** is as defined in B17;
  - (n) **“Construction Team”** means the Proponent Team Member(s) who will plan and perform construction activities for the Project;
  - (o) **“Construction Team Lead(s)”** means the Proponent Team Member(s) that will lead and be responsible for the construction of the Project;

- (p) "**Contact Person**" means the person authorized to represent the City as identified in B13.1 in communicating with the Proponent with respect to this Request for Qualifications, unless otherwise specified hereinafter;
- (q) "**CPL**" means contractor's pollution liability;
- (r) "**Critical Path Method (CPM)**" means a schedule method that identifies sequences, and indicates dependencies of, a defined scope of activities so that the longest time path ("the Critical Path") through the schedule from the Notice to Proceed to Total Performance can be defined;
- (s) "**DAS**" means data access server;
- (t) "**Day**" or "**day**" means a Calendar Day unless otherwise indicated as a Business Day;
- (u) "**DB**" means Design-Build;
- (v) "**DB Agreement**" means the contract with all its related documents and schedules to be issued for performance of the Project as a result of the procurement process, commenced by issuance of this RFQ;
- (w) "**DBB**" means Design-Bid-Build;
- (x) "**DBFM**" means Design-Build-Finance-Maintain;
- (y) "**DBFOM**" means Design-Build-Finance-Operate-Maintain;
- (z) "**DBO**" means Design-Build-Operate;
- (aa) "**DBPS**" means Deacon Booster Pumping Station;
- (bb) "**DCFF**" means Deacon Chemical Feed Facility;
- (cc) "**Design Builder**" means the Preferred Proponent who, selected as a result of this procurement process, will be in contract with the City for performance of the Project under the terms of the DB Agreement;
- (dd) "**Design Team**" means the Proponent Team Member(s) who will perform the professional engineering and design role(s) for the Project;
- (ee) "**Design Team Lead(s)**" means the Proponent Team Member(s) that will lead and be principally responsible for the engineering and design of the Project;
- (ff) "**Dillon**" means the firm of Dillon Consulting Limited, who is the OA for this Project;
- (gg) "**DR**" means disaster recovery;
- (hh) "**Engineer of Record (EOR)**" is the Professional Engineer(s) registered in the Province of Manitoba, responsible for reviewing, sealing and signing the design documents to ensure they are complete in accordance with good engineering practice and the DB Agreement;
- (ii) "**FAT**" means Factory Acceptance Testing;
- (jj) "**FIPPA**" means The Freedom of Information and Protection of Privacy Act (Manitoba);
- (kk) "**Guarantor**" means the Person providing financial and/or performance support to a Proponent by way of a financial guarantee or a commitment to provide equity or dedicated credit facilities to support the participation of that Proponent in the procurement process and for performance of the Project;
- (ll) "**HA**" means High Availability;
- (mm) "**HAZOP**" means Hazard and Operability Analysis;
- (nn) "**HMI**" means Human Machine Interface;
- (oo) "**Honorarium**" means the sum of money referred to in B9, payable to certain unsuccessful Prequalified Proponents as a result of the RFP Process under the specific conditions set out therein;
- (pp) "**Hurst RPS**" means Hurst Regional Pumping Station;
- (qq) "**Ineligible Person**" is defined in B22, and includes Affiliates of Ineligible Persons, unless the City provides a waiver of ineligibility as set out therein;

- (rr) **“I/O”** means Inputs/Outputs;
- (ss) **“IP”** means Internet Protocol;
- (tt) **“IT”** means Information Technology;
- (uu) **“JV”** means a joint venture partnership comprised of two (2) or more Persons;
- (vv) **“Key Individual”** means an individual designated in a Proponent’s Qualification Submission to perform a lead role in one or more of the proposed key organizational positions indicated in this RFQ for the Proponent or its Team Members;
- (ww) **“LAN”** means Local Area Network;
- (xx) **“LLC”** means a limited liability company;
- (yy) **“MacLean RPS”** means MacLean Regional Pumping Station;
- (zz) **“may”** indicates an allowable action or feature;
- (aaa) **“McPhillips RPS”** means McPhillips Regional Pumping Station;
- (bbb) **“MCR”** means McPhillips Backup Control Room;
- (ccc) **“MLD”** means mega liters per day;
- (ddd) **“MPR”** means motor protection relay;
- (eee) **“must”** or **“shall”** indicates a mandatory requirement;
- (fff) **“Notice to Proceed (NTP)”** means the formal notice issued by the City to the Design Builder to commence the performance of the Project. This notice may be integral to execution of the DB Agreement;
- (ggg) **“Notice to Proceed Date”** is the calendar date that the Notice to Proceed indicates or represents when the Design Builder is authorized to proceed to perform the Project;
- (hhh) **“NWPTA”** means New West Partnership Trade Agreement;
- (iii) **“OA”** means the Owner’s Advocate Engineer, Dillon Consulting Limited and other various subconsultants;
- (jjj) **“OCIP”** means Owner Controlled Insurance Program;
- (kkk) **“Officer”** means an individual authorized by a business entity to represent their interests and bind the entity based on specified delegations of authority by the entity governance;
- (lll) **“OS”** means Operating System;
- (mmm) **“OT”** means Operational Technology;
- (nnn) **“P3”** means Public–Private Partnership;
- (ooo) **“Person”** means an individual, firm, partnership joint venture or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (ppp) **“PIPEDA”** means Personal Information Protection and Electronic Documents Act (Canada);
- (qqq) **“PLC”** means Programmable Logic Controller;
- (rrr) **“Preferred Proponent”** means the Prequalified Proponent that is recommended as a result of the RFP Process to be awarded the Project and to enter into the DB Agreement with the City, and is designated as such by the City in a formal notice issued to said Prequalified Proponent;
- (sss) **“Prequalified Proponents”** is defined in B4.1;
- (ttt) **“Procurement Schedule”** means the general timetable for the RFQ and RFP processes as defined in B7.3;
- (uuu) **“Project”** means the Design Build of the City of Winnipeg Regional Water Distribution System SCADA System Upgrade, PLC Replacement and Power Reliability Upgrades Project;

- (vvv) **“Project Management Team”** means the Proponent and / or Team Member(s) who will perform the project management roles during the Project;
- (www) **“Project Management Team Lead”** means the Proponent Team Member that will lead and be principally responsible for the Proponent’s overall project management for the Project;
- (xxx) **“Proponent”** is the Person(s) who is applying to be a Prequalified Proponent for the purpose of being shortlisted to participate in in the RFP Process that, if selected as a result of the RFP Process, will enter into the DB Agreement with the City to be the Design Builder;
- (yyy) **“Proponent Representative”** means the business organization (corporation, joint venture, general partner, etc.) authorized by the Proponent to be responsible for the Proponent’s communications with the City with respect to this RFQ Process, identified as such and which signs the declaration Form A-1 – Master RFQ Submission Form;
- (zzz) **“Proponent Representative Contact Individual”** means the individual who shall be responsible for all of the Proponent’s communications with the City with respect to this RFQ Process, and shall be identified as such in all communications with the City during this RFQ Process;
- (aaaa) **“Proponents’ Conference”** means the non-mandatory meeting with members of the City’s Project team at which information relevant to the Project and the RFQ Process will be made available to persons who have registered in advance and are interested in responding to this RFQ;
- (bbbb) **“Proponent Team”** means all Proponent Team Members that join the Proponent in this RFQ Process to become prequalified by the City;
- (cccc) **“Proponent Team Lead(s)”** means the Proponent Team Member(s) that will lead and be principally responsible for each of the following: the Project Management Team, Design Team, Construction Team, and Commissioning Team;
- (dddd) **“Proponent Team Member”** or **“Team Member”** is any Person(s) included in the Proponent Team;
- (eeee) **“Qualification Submission”** or **“Submission”** is as defined in B4.7;
- (ffff) **“Qualification Submission Address”** is as defined in B27.8;
- (gggg) **“Qualification Submission Deadline or “Submission Deadline”** is defined in B27 and is the time and date, for the final receipt of Qualification Submissions, as indicated in B7.3;
- (hhhh) **“RAID”** means redundant array of independent disks;
- (iiii) **“RDS”** means Regional Water Distribution System;
- (jjjj) **“Request for Information (RFI)”** is as defined in B12;
- (kkkk) **“Request for Proposals (RFP)”** means the Request for Proposals in respect of this Project;
- (llll) **“Request for Qualifications (RFQ)”** means the body of this document including all its attachments, exhibits, appendices, and Addenda, if any;
- (mmmm) **“Reserve Prequalified Proponent”** is defined in B4.9;
- (nnnn) **“RFP Process”** is defined in B4;
- (oooo) **“RFP Submission”** is the submission by a Prequalified Proponent provided in response to the RFP;
- (pppp) **“RFP Submission Deadline”** means the time and date that will be set out in the RFP by which RFP Submissions must be received by the City;
- (qqqq) **“RFQ Process”** is defined in B4;
- (rrrr) **“RTD”** means Resistance Temperature Detectors;
- (ssss) **“SAT”** means Site Acceptance Testing;
- (tttt) **“SCADA”** means Supervisory Control and Data Acquisition;

- (uuuu) "**should**" indicates a desirable action or feature;
- (vvvv) "**Site**" means the lands and other places on, under, in or through which the Work of the Project will be performed;
- (www) "**SLA**" means the Shoal Lake Aqueduct;
- (xxxx) "**SLAIF**" means the Shoal Lake Aqueduct Intake Facility;
- (yyyy) "**SQL**" means structured query language;
- (zzzz) "**Substantial Performance**" shall have meaning attributed to it in the Builders Liens Act (Manitoba), or any successor legislation thereto and includes completion of all requirements to operate and maintain the Project for its intended purpose, specifically those requirements listed to meet Substantial Performance in the DB Agreement;
- (aaaa) "**Substantial Performance Date**" means the calendar date upon which Substantial Performance has occurred, as determined by the City in its sole judgement;
- (bbbb) "**Taché BPS**" means Taché Booster Pumping Station;
- (cccc) "**TCP**" means transmission control protocol;
- (dddd) "**Total Performance**" means completion of the entire Works of the Project in accordance with the requirements of the DB Agreement, as determined by the City in its sole judgement and as evidenced by a certificate of Total Performance issued by the City;
- (eeee) "**Total Performance Date**" is the calendar date that Total Performance has occurred, as solely determined by the City;
- (ffff) "**UPS**" means Uninterruptable Power Supply;
- (gggg) "**UV**" means Ultraviolet;
- (hhhh) "**Work**" or "**Works**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the DB Agreement and, without limiting the generality of the foregoing, includes the furnishing of all plant, material, labour and services necessary for or incidental to the fulfilment of the requirements of the DB agreement, including all changes in the Work as approved by the City; and
- (iiii) "**WTP**" means Winnipeg Drinking Water Treatment Plant.

B1.2.1 The aforementioned definitions utilized in this RFQ document are provided for reference during the RFQ Process. When the DB Agreement is issued, any conflicts or differences between these definitions and those in the DB Agreement will be governed by the DB Agreement.

## **B2. BACKGROUND**

### **B2.1 General**

- B2.1.1 The City of Winnipeg (the City) supplies an average of 200 mega liters (ML) of potable water to more than 735,000 people on a daily basis.
- B2.1.2 The City's potable water system includes a Regional Water Distribution System (RDS) and the Winnipeg Drinking Water Treatment Plant (WTP).
- B2.1.3 The RDS includes the following components:
  - (a) Shoal Lake Aqueduct Intake Facility (SLAIF);
  - (b) Shoal Lake Aqueduct (SLA) from Shoal Lake to Deacon Reservoir;
  - (c) Deacon Booster Pumping Station (DBPS);
  - (d) Deacon Chemical Feed Facility (DCFF);
  - (e) Two (2) branch aqueducts (Branch I and Branch II) that deliver water to in-town reservoirs at each of the three (3) regional pumping stations (Hurst RPS, MacLean RPS and McPhillips RPS);

- (f) Branch I and II aqueduct valve chambers;
- (g) Taché Booster Pumping Station (Taché BPS);
- (h) Three (3) regional pumping stations (Hurst RPS, MacLean RPS and McPhillips RPS);
- (i) Two (2) public water service outlets; and
- (j) In-town pressure monitoring points.

B2.1.4 The WTP provides coagulation/flocculation, dissolved air flotation, ozonation, filtration and disinfection of water prior to its transportation to the in-town reservoirs via the branch aqueducts and distribution to the City via the RPSs. The treatment capacity of the WTP is 400 mega liters per day (MLD) and the combined firm pumping capacity of the three (3) RPSs is 1,028 MLD.

B2.1.5 The RDS and WTP are controlled by Programmable Logic Controllers (PLCs) at each facility and Supervisory Control and Data Acquisition (SCADA) / Human Machine Interface (HMI) systems as described in more detail in the following sections.

B2.1.6 Appendix D includes a listing of reference process and instrumentation drawings and network architecture drawings for the control system. Drawings are available upon request from the Contact Person.

## B2.2 SCADA Systems

### B2.2.1 General

- (a) The SCADA systems control and monitor the operation of the WTP and the RDS. The automated control systems are comprised of specialized computer hardware and software, remote communications, instrumentation, and PLCs.
- (b) The City's Water Services Division currently has two (2) water SCADA systems; the RDS SCADA system which is used to control and monitor processes for the RDS and the WTP SCADA which is used to control and monitor processes at the WTP.
- (c) The SCADA systems are essential for the supply, water treatment process control and distribution of drinking water.

### B2.2.2 RDS SCADA

- (a) The RDS SCADA is a Telvent SCADA system. The City currently uses Telvent OASySDNA version 7.4, Windows Server 2003, and Windows XP operating system (OS).
- (b) The server hardware and software of the RDS SCADA has reached end of life and requires upgrading or replacement.
- (c) The RDS SCADA was originally installed in 1993 and was most recently upgraded in 2006. In 2010, the primary server equipment was relocated from the McPhillips Backup Control Room (MCR) to the WTP and a disaster recovery (DR) centre was added at the MCR. The Telvent SCADA system has been recently migrated to a VMWare virtualized environment by City staff.
- (d) The system operates and/or monitors:
  - (i) SLAIF;
  - (ii) Radio repeater buildings along the SLA route;
  - (iii) Deacon Booster Pumping Station;
  - (iv) DCFF;
  - (v) Branch I and II valve chambers;
  - (vi) Hurst RPS, MacLean RPS, and McPhillips RPS;
  - (vii) Taché BPS;
  - (viii) Two (2) public water service outlets; and
  - (ix) In-town pressure monitoring points.
- (e) The system operates with a client/server architecture and provides full operational redundancy down to the pumping station level. The system utilizes primary servers

located at the WTP and backup secondary servers located at the MCR DR. Failure of both the primary site and the backup site still allows for local operation at the pumping stations. The system uses redundant communications protocols and networks.

- (f) The existing Telvent RDS SCADA system's DR consists of VMWare image backups of the virtualized Telvent servers.
- (g) The RDS SCADA system uses a Microsoft structured query language (SQL) database to log historical operational values. The primary historian is located at the WTP and the data is replicated to a backup historian located at the MCR;
- (h) The system is comprised of the following field inputs/outputs (I/O), graphic interface screens, custom applications, and reports:
  - (i) Analog I/O 1216 telemetered (plus 58 calculated and 37 manual entry);
  - (ii) Discrete I/O 3362 telemetered (plus 488 manual entry);
  - (iii) Historized tags 756;
  - (iv) Screen count 150 main screens, 350 pop-up forms, 50 test/old;
  - (v) Scripts 65 (only for internal Telvent software operations);
  - (vi) Custom applications 8; and
  - (vii) Reports 13.
- (i) The network architecture of the RDS SCADA system provides redundancy for the communications systems. In general terms, the RDS communication networks consist of a:
  - (i) Bonded T1 Link
    - Provides the primary communications network for the RDS SCADA system between the RDS control room located at the WTP, the MCR DR, and the pumping stations (Hurst RPS, MacLean RPS, McPhillips RPS, and Taché BPS); and
    - The T1 link may be replaced by the City with a fibre optic connection either prior to commencement or during design and construction of this Project.
  - (ii) 54 Mbps Wireless Network Between the WTP and MCR
    - Consists of the City's corporate network at the WTP;
    - Provides RDS SCADA system historical data replication from the WTP to the MCR DR; and
    - Provides backup communications for the RDS SCADA system from the WTP to the MCR.
  - (iii) Cellular Modem
    - Provides communication to the Branch II aqueduct valve chamber building.
  - (iv) Licensed MDS Radio Network
    - Provides communication to the in-town pressure points;
    - Provides communication to the two (2) public water service outlets; and
    - Provides backup communications for the RDS SCADA system between the MCR DR and the stations (Hurst RPS, MacLean RPS, and Taché BPS).
  - (v) Licensed MDS LEDR Microwave Radio Network:
    - Provides communication to the SLAIF;
    - Provides communication to the radio repeater buildings along the SLA route.

### B2.2.3 WTP SCADA

- (a) The City's WTP SCADA system is based on Wonderware's System Platform product. The WTP was constructed in 2009 and the SCADA system was installed at that time.

- (b) The City has an annual support agreement with Wonderware and has maintained the system with software upgrades. The current software version is Wonderware System Platform 2014 R2 Patch 01. The server OSs are Windows Server 2008 R2.
- (c) The following processes are incorporated into the SCADA system:
  - (i) Raw water pumping;
  - (ii) Flocculation/dissolved air flotation;
  - (iii) Ozonation;
  - (iv) Filtration;
  - (v) Ultraviolet (UV) treatment;
  - (vi) Chemical feed;
  - (vii) Residuals handling;
  - (viii) Treated water storage reservoir;
  - (ix) Surge towers;
  - (x) Power systems; and
  - (xi) Pilot plant.
- (d) The WTP SCADA system utilizes redundant Wonderware System Platform application object servers (AOS), redundant data access servers (DAS), InSQL historian, redundant terminal servers, thin clients for the operator interface, and Wonderware engineering work stations.
- (e) The existing Wonderware System Platform WTP SCADA system is comprised of the following field I/O, graphic interface screens, custom applications, and reports:
  - (i) Deployed objects      5,629;
  - (ii) Field I/O              30,000;
  - (iii) Object templates      276;
  - (iv) Historized tags        5,822; and
  - (v) Screen count            95 main screens, 135 pop-up, 30 test/in-progress.
- (f) The WTP SCADA system uses thin client workstations in the main control centre located at the WTP. The clients are hosted by redundant Terminal Servers and managed by ACP ThinManager.
- (g) Thick clients are currently used for engineering workstations.
- (h) The network architecture of the WTP SCADA system utilizes an Ethernet backbone for connection of servers, thin clients, thick client workstations, and PLC equipment. A fibre optic ring topology is used for redundancy in the Ethernet network.
- (i) The WTP SCADA servers are routinely backed-up.
- (j) The Wonderware Historian is used for logging physical I/O as well as program variables. The historical data is backed up daily to a historian located at the MCR.
- (k) Historical data is retrieved using several methods including trend charts, Microsoft Word reports, Microsoft Excel reports, and custom SQL scripting.

#### B2.2.4 Other SCADA Systems

- (a) The Water Services Division utilizes a number of other SCADA/HMI systems. The functionality of some of these systems has also been duplicated in the WTP SCADA. The other SCADA/HMI systems include:
  - (i) Allen Bradley RSView HMI system for monitoring and control of the UV treatment system at the WTP.
  - (ii) Standalone RSView HMI system for monitoring and control of the medium voltage distribution and standby power systems at the WTP.
  - (iii) Standalone Wonderware InTouch HMI systems for monitoring and control of the ozone and sodium hypochlorite generation systems.

- (iv) Standalone Magelis HMI Systems for monitoring and control of the DBPS 1 and 2, ozone power distribution units, polymer and dissolved air floatation systems, and the WTP potable water pumps.
  - (v) Standalone AutomationDirect HMI for monitoring and control of the WTP standby power diesel refueling system.
  - (vi) Standalone Pro-face HMIs for monitoring and control of each of the six (6) UV reactors at the DBPS.
- (b) The SLAIF utilizes a Citect SCADA system, which was installed in 2008 for monitoring the SLAIF and the aqueduct solar sites. This system is to be replaced.
- (c) Alarm notification is provided at the SLAIF staffhouse and residence facilities using GE QuickPanel HMIs. The QuickPanel HMIs are no longer available and require replacement.

## B2.3 PLCs

### B2.3.1 Hardware

- (a) The PLC equipment used throughout the RDS was originally installed in 1993 and has reached the end of their useful life and is no longer manufactured.
- (b) The PLC hardware used within the RDS is primarily Modicon Compact 984 series equipment. The following is a list of the RDS facilities and the number of PLC systems at each location.
  - (i) The DBPS has the following Modicon Compact 984 series PLC systems to be upgraded:
    - Two (2) master PLCs;
    - One (1) analogue I/O PLC;
    - One (1) discrete I/O PLC; and
    - Three (3) pump PLCs.
  - (ii) The DCFF has the following number of Quantum PLC systems to be upgraded:
    - One (1) PLC.
  - (iii) The Hurst RPS has the following number of Modicon Compact 984 series PLC systems to be upgraded:
    - Two (2) master PLCs;
    - One (1) analogue I/O PLC;
    - One (1) discrete I/O PLC; and
    - Six (6) pump PLCs.
  - (iv) The MacLean RPS has the following number of Modicon Compact 984 series PLC systems to be upgraded:
    - Two (2) master PLCs;
    - One (1) analogue /IO PLC;
    - One (1) discrete I/O PLC; and
    - Five (5) pump PLCs.
  - (v) The McPhillips RPS has the following number of Modicon Compact 984 series PLC systems to be upgraded:
    - Two (2) master PLCs;
    - One (1) analogue I/O PLC;
    - One (1) discrete I/O PLC; and
    - Six (6) pump PLCs.
  - (vi) The Taché BPS has the following number of Modicon Compact 984 series PLC systems to be upgraded:
    - Two (2) master PLCs.

- (vii) The SLAIF has the following number of Modicon Compact 984 series PLC systems to be upgraded:

- “ Eleven (11) PLCs.

#### B2.3.2 Programming

- (a) The existing PLC programs are written in 984 ladder logic using PLC WorkShop Suite for Modicon by FasTrak SoftWorks Inc.
- (b) Several logic deficiencies exist in the current PLC programs.

#### B2.3.3 Architecture

- (a) The existing PLC network architecture for the RDS pumping station local PLC systems utilizes a combination of Modbus transmission control protocol (TCP), Modbus, and MB+ communication protocols to connect the PLC systems together and provide polling to the RDS SCADA system. The individual RDS PLC systems located at the pump stations utilize a standard topology consisting of two (2) station master PLCs, individual pump PLCs, station analogue I/O PLC, and station discrete I/O PLC.
- (b) The existing MB+ network connects all of the pumping station PLCs together and is used for PLC to PLC communications. The station master PLCs operate as data concentrators reading and writing data to the station analogue and discrete I/O PLCs as well as the pump PLCs for control and monitoring. A MB+ to Ethernet bridge provides the Modbus TCP connection to the RDS SCADA system which only polls the station master PLCs.
- (c) The two (2) existing Modbus networks are provided by a MB+ to Modbus bridge mux with four (4) RS-232 Modbus ports. One port is used with a RS-232 to RS-485 convertor to provide communication to the Bently Nevada pump and motor condition monitoring systems. A second port is used for backup communications to the RDS SCADA system over the MDS licensed radio system.

#### B2.4 Pump and Motor Condition Monitoring System

- (a) The City's water pumps are equipped with Bently Nevada 3300 series pump and motor condition monitoring systems which provide temperature and vibration information to the PLC control systems.
- (b) The existing Bently Nevada 3300 series pump and motor condition monitoring systems are no longer supported and requires replacement.
- (c) There are total of 25 condition monitoring systems providing alarm and trip functions for the RDS pumps on:
  - (i) Pump vibration;
  - (ii) Motor vibration;
  - (iii) Gas engine vibration;
  - (iv) Pump bearing temperature;
  - (v) Motor bearing temperature;
  - (vi) Motor stator temperature; and
  - (vii) Gas engine temperature.

#### B2.5 Motor Controls

- (a) The existing power reliability at the regional pumping stations has been an issue in the past and has caused complete station shutdowns. The ability for motors to run through under voltage situations is required. In addition, fast pump restarting is required to limit the discharge pressure drop at the regional pumping stations.
- (b) Medium voltage motor control for the RDS pumps is provided by a combination of motor protection relays, undervoltage relays, and PLC programming. The medium voltage motor control at the regional pumping stations requires replacement to provide additional protection for under voltage and improved coordination with the overall electrical system protective devices.

## B2.6 Instrumentation

- (a) New instrumentation at the regional pumping stations is required to provide redundancy of critical measurements such as discharge pressure and station flood alarms.

## B3. WINNIPEG

- B3.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and had an original settlement around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometres.
- B3.2 The City of Winnipeg has a population of over 735,000 people. Composed of a broad range of diverse neighbourhoods and communities with numerous attractions (from arts and culture to sports and entertainment), Winnipeg is recognized as one of Canada's finest places to live, work and play. The City of Winnipeg employs over 8,000 people and provides a full range of municipal services to the citizens of Winnipeg.
- B3.3 The political representation for the City is a Mayor and 15 Councillors, each representing a City ward. The current Mayor and Council were elected in October 2014. Their term of office ends in 2018.
- B3.4 The administrative structure for the City is a Chief Administrative Officer (CAO) providing overall supervision for City departments.
- B3.5 Since 1992, overall municipal government revenues have not changed significantly. However, there has been a shift in revenue sources. Taxation revenues have decreased and fees and charges have increased. Property and business taxes made up 51% of the City's revenues in 1992. In 2003, these same revenues accounted for 43% - a \$66 Million reduction. During this same period, user fees and charges increased from 25% to 31% of City revenues – a \$66 Million increase
- B3.6 The City provides many services to its citizens. By service, the representation is distributed as follows: Public Safety (25%), Transportation (23%), Environmental (23%), Planning and Development (4%), Leisure and Wellness (15%), Internal Support (10%). For additional information on City services, refer to the City of Winnipeg website at: <http://winnipeg.ca/interhom/Departments/>

## B4. PROCUREMENT PROCESS

- B4.1 This RFQ is the first stage in the procurement process for the Project. The process set out in this RFQ (the RFQ Process) which begins with the issuance of this RFQ document and is intended, subject to B41, to conclude with identification of the Prequalified Proponents that will be eligible to participate further in the Request for Proposal (RFP) phase of this competitive procurement process (the "Prequalified Proponents"). This RFQ will be followed by the issuance of the RFP, which will set out the RFP process (the "RFP Process").
- B4.2 The purpose of this RFQ is to identify and prequalify experienced and capable Proponents with their respective Proponent Teams to:
- (a) Confirm there is sufficient interest among suitably qualified participants to proceed effectively with the Project procurement process; and
  - (b) Identify a maximum of three (3) Prequalified Proponents to participate in the RFP Process.
- B4.3 The City invites interested Proponents to submit a Qualification Submission in response to this RFQ.

- B4.4 After receiving the Qualification Submissions to this RFQ, the City will review and evaluate all Qualification Submissions to select up to three (3) Prequalified Proponents to be invited to participate in the RFP Process.
- B4.5 Upon completion of the RFP Process, the City intends to provide the appropriate award authority with a recommendation of the Preferred Proponent for award of the DB Agreement. Award of the DB Agreement to the Preferred Proponent will be subject to final approval by the appropriate award authority of the City.
- B4.6 The City objectives for the procurement process and for the Project are the following:
- (a) To conduct a fair, competitive selection process for award of a DB Agreement which appropriately allocates risks and rewards between the City and the Design Builder;
  - (b) To complete design and construction of the Project to meet the schedule in the DB Agreement with the least possible disruption to the City operations and maintenance staff, and the public;
  - (c) To obtain a sound, innovative technical approach from the Design Builder that provides the best value possible for public money to be invested in the Project;
  - (d) To ensure that the Project is designed and built in an efficient and quality manner that complies with all applicable Canadian and Manitoba codes and regulations, ensures plant operations reliability, and provides safe working environment for all parties, including the Design Builder, other contractors at the Site, City staff, the City Project team staff, and the public; and
  - (e) To ensure that the Project delivers reliable operation of the RDS using new SCADA system hardware and software, new PLC hardware and control logic, pump and motor condition monitoring, motor controls, and instrumentation.
- B4.7 Person(s) providing a Qualifications Submission in responding to this RFQ are referred to as Proponents as defined in B1.
- (a) Person(s) indicated in each Qualifications Submission who is not the Proponent such as sub-Proponent Team, and individually as a Proponent Team Member, all as defined in B1.
  - (b) The Proponent's submission as required by the RFQ which must be completed and submitted by the Submission Deadline is referred to as a Qualification Submission.
  - (c) For ease of reference, both prospective Proponents, as referred to prior to submission, and Proponents that submit a Qualification Submission are referred to as "Proponents".
  - (d) A Proponent shall be represented by a Proponent Representative. The Proponent Representative shall have the power and authority to bind the Proponent and all Proponent Team Members for purposes of this RFQ Process.
    - (i) The City shall be entitled to rely on any communication from the Proponent Representative Contact Individual as having been duly authorized by the Proponent to act on behalf of the Proponent and all of its Team Members.
    - (ii) A Proponent may change its Proponent Representative only by providing notice to the Contact Person in writing from the previous Proponent Representative.
    - (iii) The Proponent Representative may substitute a new Proponent Representative Contact Individual only by a written notice signed either by:
      - (i) The previous Proponent Representative Contact Individual; or
      - (ii) By an officer of the Proponent Representative whose authority to do so is affirmed to the satisfaction of the City.
- B4.8 The City intends to select a maximum of three (3) Prequalified Proponents. However, the City may, in its sole discretion, either prior to or after the issuance of the RFP, replace a Prequalified Proponent that has informed the City it cannot or does not intend to participate in the RFP Process, or becomes ineligible to participate based on the provisions of this RFQ, with the next highest ranked Proponent.

- B4.9 Each Proponent who is not shortlisted as one of the Prequalified Proponents to participate in the RFP Process, but who has met the requirements of B42, becomes a Reserve Prequalified Proponent. This provision shall survive the cancellation or conclusion of the RFQ Process and will be applied in a manner which recognizes the legitimate interest of the City to maintain a competitive marketplace during the RFP Process while respecting the principles of fairness to all Proponents.
- B4.10 Prior to being added to the selection of Prequalified Proponents to receive the RFP, upon notification by the City, a Reserve Prequalified Proponent will be required to:
- (a) Confirm in writing, in a form satisfactory to the City, that the Reserve Prequalified Proponent wishes to participate in the RFP Process;
  - (b) Provide the City with confirmations of any material changes pursuant to B42.13 in a form satisfactory to the City; and
  - (c) Either,
    - (i) Provide the City with a written confirmation that its Proponent Team Members have not changed; or
    - (ii) Make an application pursuant to requirements of B38, for changing a Proponent Team Member.
- B4.11 The City is committed to a fair and open competitive procurement process while understanding the Proponents' need for protection of confidential commercial information.
- B4.12 The City expects to disclose the following information during the RFQ Process:
- (a) This RFQ document and any Addenda; and
  - (b) The number of Proponents and the names of Prequalified Proponents.
- B4.13 The City expects to disclose the following information during the RFP Process. The RFP and the draft DB Agreement may be redacted to protect sensitive Confidential Information about the City's water facilities.
- (a) The RFP when issued to the selected Prequalified Proponents;
  - (b) A draft of the DB Agreement when issued to the selected Prequalified Proponents;
  - (c) Water Pumping Stations Power Reliability Study, SNC-Lavalin Inc., 2008;
  - (d) Deacon Chemical Feed Building Power Reliability Study, SNC-Lavalin Inc., 2011;
  - (e) Shoal Lake Aqueduct Intake Facility Assessment – Site Inspections and Assessment, AECOM Canada Ltd., 2012;
  - (f) Regional Water Distribution System PLC Replacement & Power Reliability Upgrades Preliminary Design Report, SNC-Lavalin Inc., 2013;
  - (g) Regional Water Distribution SCADA System Upgrade Study, Dillon Consulting Limited, 2015;
  - (h) Water Pumping Stations Fast Restart Analysis and Recommendations, Stantec Consulting Ltd., 2016;
  - (i) Regional Water Distribution System SCADA System Upgrade, PLC Replacement and Power Reliability Upgrades, Dillon Consulting Limited, 2018; and
  - (j) The name of the Preferred Proponent selected for the Project award and the contract value to enter into a DB Agreement with the City.

## **B5. SCOPE OF WORK**

### **B5.1 General**

- B5.1.1 This RFQ describes the anticipated high level scope of Work for the Project for which it is expected that the Proponents will present Qualification Submissions. The detailed scope of Work will be provided in the RFP and the DB Agreement.

- B5.1.2 The computer servers, workstations and software of the RDS SCADA system were last upgraded in 2006 and have reached the end of their useful life. Operating system support for this hardware ended in July 2015 and hardware age has exceeded the current industry standard for replacement, increasing risks to system reliability. To achieve system sustainability and to ensure continuous operation of the system, replacement of server and workstation hardware and installation of software with longer support lifespan, including compatibility with new hardware, is required. As part of the upgrade, the RDS SCADA will be integrated with the WTP SCADA.
- B5.1.3 The PLC equipment used throughout the RDS was originally installed in 1993 and has reached the end of their useful life and is no longer manufactured. The equipment is to be replaced, complete with a re-write of the PLC programming logic and communication network upgrades.
- B5.1.4 The pump and motor condition monitoring system has reached the end of its useful life and is no longer manufactured. The system is to be replaced with modern equipment.
- B5.1.5 The medium voltage motor control at the regional pumping stations requires replacement to provide additional protection for under voltage and improved coordination with the overall electrical system protective devices. In addition, fast pump restarting is required to limit the discharge pressure drop at the regional pumping stations.
- B5.1.6 New instrumentation at the regional pumping stations is required to provide redundancy of critical measurements such as discharge pressure and station flood alarms.
- B5.1.7 The operation of the City's water supply and distribution system requires the critical infrastructure to be operational at all times. There are strict downtime restrictions for the Project and Work activities must be coordinated with seasonal, daily, and hourly demands. Other construction and maintenance Work on the water system must be accommodated. The system must be capable of meeting water supply demands at all times and still have excess capacity for redundancy or failed equipment.
- B5.1.8 The construction Work will be scheduled over several years to accommodate operational restrictions.
- B5.1.9 There are several other projects planned by the City for the RDS facilities that may affect scheduling of this Project. They are as follows:
- (a) New chlorination de-chlorination systems at SLAIF;
  - (b) Water control and structural modifications at SLAIF;
  - (c) HVAC upgrades at SLAIF;
  - (d) Domestic water pump replacement at SLAIF;
  - (e) Engine shed replacement at SLAIF;
  - (f) Chlorination system upgrades at Hurst RPS, MacLean RPS, and McPhillips RPS;
  - (g) UV system upgrades at the WTP;
  - (h) MCC replacement at McPhillips RPS; and
  - (i) Taché BPS upgrades.
- B5.1.10 This capital project will be financed from the approved Capital Budget for Water Supervisory Control and Data Acquisition (SCADA) Upgrades.
- B5.2 SCADA
- B5.2.1 A single comprehensive SCADA system consisting of both hardware and software is to be provided, which incorporates both the RDS and WTP SCADA systems.
- B5.2.2 The existing RDS SCADA and WTP SCADA systems shall be kept operational and run simultaneously during the transition period. At the completion of the SCADA integration, the existing RDS and WTP SCADA systems will be decommissioned.
- B5.2.3 The integrated SCADA system shall provide redundant servers configured as a high availability (HA) cluster, remote DR at the MCR, local pump station control, historical data

- logging and reporting, security, data backup systems, and both thin and thick client workstations.
- B5.2.4 The integrated SCADA system requires redundant communications systems within each facility and system wide. The system will include fibre optic Ethernet rings and radio modems.
- B5.2.5 The integrated WTP/RDS SCADA system is required to have all the functionality of the existing RDS and WTP SCADA systems which includes:
- (a) Client/Server architecture;
  - (b) Thin and thick clients for operator control and engineering workstations;
  - (c) SCADA system redundancy (redundant servers at the WTP, DR at the MCR, and local pump station workstations);
  - (d) Redundant network communication paths;
  - (e) Standardized object based system incorporating user defined I/O variables, scripting, alarm conditions, historical logging, and graphic objects;
  - (f) Common historian;
  - (g) Historian reporting including custom report generation, automated web based reporting and automatic email reporting;
  - (h) DR; and
  - (i) Data backup.
- B5.2.6 After completion of the Project, the systems shall allow that all deliverables can be fully supported and maintained by City Staff including:
- (a) Ability to perform in-house support including but not limited to system modifications, graphic changes, scripting changes, object and tag definitions, server replacement, as well as full version upgrades;
  - (b) Historical logging and custom report generation, web based reporting, and automated email reporting; and
  - (c) Operation Technology (OT) administration for systems including virtualized equipment, networking hardware, and Microsoft Active Directory.
- B5.2.7 In addition to providing all of the existing functionality, other requirements shall be provided including:
- (a) Virtualized environment for SCADA System servers; and
  - (b) Sandbox testing environment.
- B5.2.8 The virtual infrastructure will consist of:
- (a) Virtual center server virtual appliance;
  - (b) Production virtual enterprise hosts located at the WTP and configured for HA;
  - (c) DR enterprise virtual host located at the MCR;
  - (d) SAN storage device; and
  - (e) Operations manager virtual appliance.
- B5.2.9 The SLAIF Citec SCADA system will be replaced with a standalone SCADA system.
- B5.2.10 The QuickPanel HMIs will be replaced with an upgraded HMI.
- B5.3 PLCs
- B5.3.1 Hardware
- (a) The existing PLC hardware is to be replaced with Schneider M580 PLC processors and X80 I/O systems.

- B5.3.2 Programming**
- (a) The new PLC programming will be performed using Schneider UnityPro software.
  - (b) The existing 984 ladder logic programming will be re-written using IEC-61131-3 languages including function block, ladder diagram, structured text, instruction list, and sequential function chart.
  - (c) Existing user defined function blocks from the WTP PLC programming will be used.
  - (d) The new PLC programs will not be a straight logic transfer as existing deficiencies will need to be corrected.
  - (e) PLC logic changes are required for pump start sequencing, power fail restart, and alarm resetting.
  - (f) PLC logic changes are required for the additional instrumentation.
- B5.3.3 Architecture**
- (a) The existing PLC networks will be replaced with current technology.
  - (b) A fibre optic Ethernet ring will be installed in each facility for Modbus TCP communications for the following systems:
    - (i) PLC to SCADA system;
    - (ii) PLC to PLC systems;
    - (iii) PLC to pump and motor condition monitoring systems;
    - (iv) PLC to motor protection relays (MPR); and
    - (v) PLC programming.
  - (c) Fibre optic Ethernet rings for each PLC system requiring remote X80 IO racks will be installed.
- B5.3.4** After completion of the Project, the systems shall allow that all PLC programming can be fully supported and maintained by City Staff.
- B5.4 Pump and Motor Condition Monitoring System**
- B5.4.1** The existing Bently Nevada 3300 series pump and motor condition monitoring systems will be replaced with current technology and will be connected to the pump station Ethernet network. The upgraded SCADA system will monitor these systems.
- B5.5 Motor Controls**
- B5.5.1** The medium voltage motor control at the regional pumping stations requires replacement to provide additional protection for under voltage and improved coordination with the overall electrical system protective devices. Motor controls for 20 pump motors will be upgraded as follows:
- (a) Existing Cutler Hammer IQ-1000-II and Eaton MP-3000 MPR will be replaced with new MPRs that provide inverse time under voltage protection;
  - (b) Power for motor control circuit will be provided by existing facility uninterruptable power supply (UPS) systems;
  - (c) Existing motor resistance temperature detectors (RTD) will be connected to new MPRs;
  - (d) Motor cooling time constants are to be determined and MPRs programmed as per National Electrical Manufacturers Association MG-1; and
  - (e) PLC programming, motor control circuit modifications, MPR programming, pump and motor condition monitoring system modifications will be required:
    - (i) Alarm prioritization for critical and non-critical alarms;
    - (ii) Pump lockout for local alarm reset only;
    - (iii) Pump lockout for remote alarm rest;
    - (iv) Pump lockout delay timer;

- (v) Motor thermal capacity monitoring;
- (vi) Power failure detection;
- (vii) Pump low voltage ride through; and
- (viii) Fast restart pump controls to limit pressure transients in the RDS.

#### B5.6 Instrumentation

B5.6.1 Additional instrumentation will be installed to provide redundancy for discharge header pressure and station flood monitoring.

#### B5.7 Constraints and Scheduling.

B5.7.1 There are restrictions around the execution of the Work regarding sequencing, availability of equipment, and operation availability.

B5.7.2 The Design Builder will need to account for the following constraints at the Hurst RPS, MacLean RPS, and McPhillips RPS:

- (a) Only one (1) pump PLC will be allowed to be taken out of service at any given time; and
- (b) The station master PLCs cannot be shut down for prolonged periods of time. Only night-time shutdowns will be permitted. For the Hurst RPS and MacLean RPS, shutdowns will not be permitted from May to September.

B5.7.3 The Design Builder will need to account for the following constraints at the DBPS:

- (a) Only one (1) pump PLC will be allowed to be taken out of service at any given time;
- (b) The DBPS cannot be shut down for more than twelve (12) hours, and cannot be shut down from May to September. In addition, consecutive shutdowns must be separated by at least one (1) week; and
- (c) Work at the DBPS will be performed last in the Project. The DBPS supplies all of the three (3) regional pumping stations with treated water. **It is therefore a singular crucial piece of the overall water supply system.**

B5.7.4 The Design Builder will need to account for the following constraints at the DCFF:

- (a) Any shutdowns shall be coordinated with City staff with adequate notice.

B5.7.5 The Design Builder will need to account for the following constraints at the SLAIF:

- (a) The SLAIF can only be accessed by rail; and
- (b) Any shutdowns shall be coordinated with City staff with adequate notice. The impact of proposed shutdowns shall be reviewed and approved by City staff prior to approving any shutdown.

B5.7.6 The Design Builder will need to account for the following constraints at the Taché BPS:

- (a) It is anticipated that work will start at either the Taché BPS or the SLAIF, as they have the most flexibility in terms of shutdowns. Any shutdowns shall be coordinated with City staff with adequate notice.

#### B5.8 Design Builder General Scope of Responsibilities

B5.8.1 The Work to be done under the proposed DB Agreement shall consist of the design, procurement, testing, installation, commissioning, training, operation and maintenance manuals, and warranty support of all necessary equipment and materials, software design, and software licensing for the Project.

B5.8.2 The major components of the Work are as follows:

- (a) Planning, Site investigations, engineering studies and design (certified by professional engineers registered in the Province of Manitoba);
- (b) Development, monitoring, and reporting on Project schedule;
- (c) Obtaining required permits;

- (d) Procurement of all materials, equipment, and software licensing required for the integration of the RDS and WTP SCADA systems;
- (e) Development of the complete integrated SCADA system application;
- (f) Migration of historical data into common historian;
- (g) Procurement of all materials and equipment required for the PLC hardware upgrade including City pre-owned equipment and equipment from City pre-selected suppliers;
- (h) Development of all PLC programming logic for all existing equipment and new equipment;
- (i) Procurement of all materials and equipment required for the new instrumentation and development of all PLC programming logic;
- (j) Procurement of all materials and equipment required for upgrades to the motor controls including new motor protection relays, protection relay settings, connection of motor RTDs, UPS supply, and associated PLC programming logic;
- (k) Preparation of short circuit, coordination, and arc flash studies;
- (l) Procurement of all materials and equipment required for the upgrading the facilities Local Area Networks (LANs) to an Ethernet ring topology;
- (m) Procurement of all materials and equipment required for the upgrades to the pump and motor condition monitoring system and integration with the PLCs and SCADA system;
- (n) Factory Acceptance Testing (FAT) of all computer hardware and software including but not limited to virtualized HA and DR systems, terminal servers, SCADA system, thin clients, thick clients, historian and reporting tools.
- (o) FAT of all PLC materials and equipment and PLC programming logic. FAT to include development of a software simulator which will simulate PLC input signals providing the ability to fully test all PLC logic;
- (p) Development of implementation plan including sequencing the installation for each system and facility. Plan to consider station shutdown timing and durations, manual operation requirements, power requirements, other projects and maintenance activities, and City operational constraints.
- (q) Development of commissioning plans;
- (r) Construction/installation, testing, start-up;
- (s) Commissioning of all upgrades and expansions for the RDS;
- (t) Updating electrical and control records at the SLAIF;
- (u) Update construction drawings to as-built, including loop drawings;
- (v) Preparation of O&M manuals;
- (w) Supply of spare parts;
- (x) Provision of operations and maintenance training for the City's Water Treatment Branch personnel;
- (y) Provision of technical operations advisory services for a defined period, currently estimated from turnover of the entire Project, to one-year subsequent to Substantial Performance, when the total of all facilities will be operated and maintained by City operators and maintenance personnel; and
- (z) 24/7 support for the duration of the DB Agreement including the one (1) year warranty period after Substantial Performance of the total Work. The Design Builder's warranty support staff shall have technical expertise in all aspects of the Project.

**B5.8.3** The Design Builder's scope of Work will be conducted in phases. Work for the different phases may occur separately or concurrently, provided the City's restrictions on schedule and submission requirements are satisfied. The phases are as follows:

- (a) Project management phase;

- (b) Detailed design phase including construction drawings, specifications for major components and installation specifications inclusive of City design standards;
- (c) Procurement phase including preparation and submission of required vendor submittals such as shop drawings, test plans, etc.;
- (d) Construction phase including preparation and submission of required construction submittals such as construction materials, work plans etc.;
- (e) Commissioning phase including pre-verification and testing plans for individual systems, commissioning plans for the overall system and training of City staff; and
- (f) Post construction phase including 24/7 support for the duration of the DB agreement and warranty period.

B5.8.4 For the purposes of the RFQ, Proponents should expect that payments will be issued to the Design Builder during the course of design and construction via a combination of monthly progress and milestone payments.

B5.8.5 The Design Builder's success of the Project will be measured by its ability to:

- (a) Maintain the design schedule;
- (b) Maintain the construction schedule;
- (c) Meet commissioning schedules for minimum station down time;
- (d) Mitigate impacts to the RDS and WTP to maintain the infrastructure's ability to meet the water supply system flow demands;
- (e) Manage construction costs;
- (f) Implement a safety, health and environment plan and maintain processes to safeguard personnel safety;
- (g) Implement a safety, health and environment plan and maintain processes to safeguard personnel safety;
- (h) Implement processes for Project documentation and maintain accurate Project records; and
- (i) Provide 24/7 warranty support.

## **B6. PROPONENTS' CONFERENCE AND SITE TOUR**

B6.1 The City will hold a Proponents' Conference and Site tour for interested Proponents and its Team Members as indicated in the Procurement Schedule in B7.3.

B6.2 The Proponents' Conference will take place at the WTP (located on Provincial Road 207) on **May 24, 2018, starting at 8:30 a.m.** (Winnipeg time). Additional information (directions and parking) will be provided to attendees following registration with the Contact Person (see B6.5).

B6.2.1 The purpose of the Proponents' Conference will be to present an overview of the Project and to respond to questions regarding the RFQ and the Project. Attendance is optional. Proponents and Proponent Team Members are strongly encouraged to attend.

B6.2.2 Proponents shall not be entitled to rely on any information, written or oral, or any interpretations or opinions offered at the Proponents' Conference unless that information or interpretation is provided formally by the City by Addendum to the RFQ.

B6.3 The anticipated agenda for the Proponents' Conference will include:

- (a) Introductions;
- (b) Safety orientation;
- (c) Project overview; facilities and processes;
- (d) Procurement process overview;
- (e) Procurement schedule;
- (f) RFQ Process, including Request for Information (RFI) procedure;

- (g) Question and answer period; and
- (h) Wrap-up.

B6.4 The City may disclose the Proponents' Conference attendees.

B6.5 The Site tour will be conducted immediately after the Proponents' Conference.

- (a) Proponents wishing to attend the Proponents' Conference and Site tour are required to notify the Contact Person by email a minimum of five (5) Business Days prior to the Proponents' Conference date with each attendee's name, company name, and their employment position.
- (b) The City reserves the right to limit attendees to two (2) attendees from each organization.
- (c) Meeting attendees are expected to bring proper PPE including, hard hat, CSA approved hard toe shoes and safety glasses.
- (d) Proponents will not be allowed to take pictures at any of the Site tours. The Proponent may request pictures of specific areas from the Contact Person. The pictures will then be issued to all of the Proponents registered for the Proponents' Conference and Site tour.
- (e) Attendees will be expected to walk, climb and descend stairs, ladders, service tunnels and other reduced clearance spaces during some portions of the Site tour. No spaces defined as confined spaces will be examined or entered.
- (f) Site tours will last approximately six (6) hours. All persons participating must stay with the tour group during the entire tour.
- (g) It is anticipated that the following facilities will be included in the Site tour:
  - (i) McPhillips RPS;
  - (ii) Taché BPS;
  - (iii) WTP;
  - (iv) DBPS; and
  - (v) DCFE.
- (h) Proponents must provide their own transportation between the facilities. The tour will break for lunch; however, lunch will not be provided.

B6.6 Proponents wishing to register for the Site tour must provide the Contact Person with a Public Safety Verification Check obtained not earlier than one (1) year prior to the Site tour.

- (a) The Public Safety Verification Check may be obtained from Sterling Talent Solutions. Proponents will need to set up a Sterling Talent Solutions 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>
- (i) Note that the check will take up to 48 hours to complete. Refer to PART C - Security Clearance for further information.
- (b) The results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions. Proponents must set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the results of the Public Safety Verification Check with the City of Winnipeg.

## **B7. PROJECT PROCUREMENT SCHEDULE**

B7.1 The City intends to conduct the RFQ and RFP Processes as indicated by the schedule dates below.

B7.2 Details on the RFP schedule will be provided to the Prequalified Proponents in the RFP.

**B7.3 Procurement Schedule**

<b>Event</b>	<b>Approximate Date(s)</b>
RFQ Issue	May 1, 2018
Proponents' Conference	8:30 a.m. (Winnipeg Time), May 24, 2018
Proponents and Team Members Site tour	Immediately following the Proponents' Conference, May 24, 2018
Last Day for RFIs	July 10, 2018
Last Day for Addenda	July 17, 2018
Qualification Submission Deadline	4:00 p.m. (Winnipeg Time), July 31, 2018
Shortlist of Prequalified Proponents	November 26, 2018
RFP Issue	January 2, 2019
Anticipated Project Award	January 2, 2020

B7.3.1 The schedule above is subject to change or cancellation by the City at any time, at its sole option.

**B8. RISK ALLOCATION**

B8.1 A high level preliminary risk matrix to indicate the City's intent for allocating risk between the City and the Design Builder is indicated in Appendix C. The risk matrix indicates certain major risks that have been identified to date and is not exhaustive of all possible Project risks. The City shall not be held responsible for the omission of any Project risks from the risk matrix or for consistency of the risk matrix with respect to the final DB Agreement.

**B9. HONORARIUM AND BREAK PAYMENT**

B9.1 No Honorarium or compensation will be paid by the City to any Proponent in consideration of any costs or expenses incurred by a Proponent or its Team Members in responding to this RFQ or in providing any additional information necessary for the evaluation of its Qualification Submission.

B9.2 During the RFP Process, an Honorarium for proposal development costs of sixty thousand Canadian Dollars (\$60,000 CAD) will be provided to each of the unsuccessful Prequalified Proponents, who has submitted a responsive proposal to the RFP and have signed an agreement to transfer to the City all intellectual property rights (including waiving of moral rights) contained within the Prequalified Proponent's RFP Submission.

B9.3 It's the responsibility of the Proponent to allocate an appropriate amount of the Honorarium to those Proponent Team Members that have provided any significant input to the RFP Submission.

B9.4 No Honorarium will be provided to the Prequalified Proponent who is the Preferred Proponent and enters into the DB Agreement with the City. Notwithstanding the aforementioned, no Honorarium will be provided to a Preferred Proponent who fails to enter into the DB Agreement with the City not due to any act or omission of the City.

B9.5 No Honorarium will be provided to Prequalified Proponents in the event that the City cancels the RFP Process for any reason. However, a Break Payment may be paid as will be outlined in the RFP.

## **B10. DESIGN BUILD AGREEMENT**

B10.1 A draft DB Agreement will be issued with the RFP.

**B10.1.1** Each Prequalified Proponent participating in the RFP Process will be afforded opportunities during the RFP Process to provide written comments on the draft DB Agreement, and engage in commercial confidential meetings with the City's Project team with respect to the draft DB Agreement. Additional meeting time may be arranged at the City's sole discretion.

B10.1.2 Each Prequalified Proponent participating in the RFP Process will be afforded opportunities during the RFP Process to engage in technical confidential meetings with the City's Project team with respect to proposed technical innovations or substitutions to the Technical Requirements. Additional meeting time may be arranged at the City's sole option.

B10.1.3 The final draft of the DB Agreement will be issued by Addenda prior to the RFP Submission Deadline and the Prequalified Proponents will be required to base their RFP Submissions on said final draft of the DB Agreement;

B10.1.4 There will be no further negotiations concerning the DB Agreement with any Prequalified Proponent following issuance of the final draft DB Agreement. The only expected changes to the DB Agreement will be those required to conform the document to complete the forms, and to append relevant portions of the Preferred Proponent's RFP Submission and other reference documents.

## **B11. DISCLOSURE**

B11.1 Various Persons provided information or services with respect to this Project. 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. The additional material will be provided as background information to the Prequalified Proponents during the RFP Process.

B11.2 The Persons are:

- (a) AECOM Canada Ltd.;
- (b) Dillon Consulting Limited;
- (c) SNC-Lavalin Inc.; and
- (d) Stantec Consulting Ltd.

B11.3 Additional Material:

- (a) Water Pumping Stations Power Reliability Study, SNC-Lavalin Inc., 2008;
- (b) Deacon Chemical Feed Building Power Reliability Study, SNC-Lavalin Inc., 2011;
- (c) Shoal Lake Aqueduct Intake Facility Assessment – Site Inspections and Assessment, AECOM Canada Ltd., 2012;
- (d) Regional Water Distribution System PLC Replacement & Power Reliability Upgrades Preliminary Design Report, SNC-Lavalin Inc., 2013;
- (e) Regional Water Distribution SCADA System Upgrade Study, Dillon Consulting Limited, 2015;
- (f) Water Pumping Stations, Fast Restart Analysis and Recommendations, Stantec Consulting Ltd., 2016; and
- (g) Regional Water Distribution System SCADA System Upgrade, PLC Replacement and Power Reliability Upgrades Preliminary Design Report, Dillon Consulting Limited, 2018.

## **B12. REQUESTS FOR INFORMATION**

B12.1 The Proponent Representative Contact Individual shall submit all requests for information or clarification with respect to the RFQ, the RFQ Process, or the Project ("Requests for

Information” or “RFIs”) to the Contact Person identified in B13 by e-mail, no later than the Last Day for RFIs as indicated in B7.3 in the RFI format set out in Appendix B.

- (a) The City intends to provide all RFIs and the associated responses (without identifying the Proponent or Team Member that submitted the RFI) to all Proponents by posting RFIs and associated responses to the City Bid Opportunity Website.
- (b) The City will not answer any RFI, or any other type of inquiry with respect to the RFQ, RFQ Process or Project, that is not submitted in accordance with this provision.

B12.2 Any Proponent or its Team Members who have questions as to the meaning or intent of any part of this RFQ or, who believes this document contains any error, inconsistency or omission, should submit an RFI through its Proponent Representative Contact Individual in accordance with B12.1.

B12.3 Responses to RFIs prepared and provided by the City are not part of the RFQ, and do not amend the RFQ. If, in the City’s sole discretion, responses to RFIs require an Addendum to the RFQ, such Addendum will be prepared and provided in accordance with RFQ Section B16.

B12.4 Any oral or written response provided by the City or its advisors in connection with this RFQ, including any response to any RFI, will neither be binding on the City nor will it change, modify, amend or waive the requirements of this RFQ in any way. Proponents shall not be entitled to rely on any response provided by the City other than if such response is contained in an Addendum issued by the City.

### **B13. CONTACT INFORMATION**

B13.1 The Contact Person for this Project is Erica Campbell of the City of Winnipeg.

Attention: Erica Campbell  
Email: [ecampbell@winnipeg.ca](mailto:ecampbell@winnipeg.ca)  
Telephone No: 204-986-3150

### **B14. REGISTRATION AND COMMUNICATION**

B14.1 All correspondence and contact with the City in relation to this RFQ and/or the Project must be directly with and only with the Contact Person.

B14.2 Contact with any other stakeholders, including but not limited to Ineligible Persons as defined in B22 or other City personnel, in relation to the Project or with a view to influencing the outcome of this RFQ Process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ Process or, if the City becomes aware of the breach of this provision after the RFP has been issued, disqualification from the RFP Process.

### **B15. PROPONENT DUE DILIGENCE**

B15.1 This RFQ and the information supplied by the City as part of the RFQ Process may not contain all of the information that a Proponent or its Team Members need in deciding whether to submit a Qualification Submission or is needed in the development of a Qualification Submission.

B15.2 The City and its advisors make no representations or warranties, and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFQ or any information, data, materials or documents (electronics or otherwise) provided to the Proponents or its Team Members in this RFQ or during this RFQ Process with respect to the RFQ or the Project.

B15.3 The City and its advisors shall not be liable for any claim, action, cost, loss, damage or liability of any kind whatsoever arising from any Proponent’s or its Team Member’s reliance on or use of this RFQ or any other information, data, materials or documents (electronics or otherwise) provided or made available to the Proponents or its Team Members by the City or its advisors during this RFQ Process or with respect to the RFQ or the Project.

- B15.4 Each Proponent and its Team Members are responsible for obtaining its own independent financial, legal, accounting, engineering, environmental, architectural and other technical and professional advice with respect to the RFQ, the RFQ Process, and the Project. Each Proponent and its Team Members are responsible with respect to any information, data, materials, or documents (electronics or otherwise) provided or made available to the Proponents or its Team Members by the City or its advisors during this RFQ Process or with respect to the RFQ or the Project.
- B15.5 Each Proponent and its Team Members are responsible for ensuring that it has all of the information necessary to prepare its Qualification Submission in response to this RFQ and for independently informing and satisfying itself with respect to the information contained in this RFQ, or provided during this RFQ Process with respect to the RFQ or the Project and with respect to any conditions that may in any way affect its Qualification Submission.

**B16. ADDENDA**

- B16.1 The City may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B16.3 Addenda will be issued at least ten (10) Business Days prior to the Submission Deadline, or the City will extend the Submission Deadline so that a minimum of ten (10) Business Days are available until the Submission is due.
- B16.3.1 Addenda will be available on the Bid Opportunities page at the City Bid Opportunity Website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- B16.3.2 Each Proponent is responsible for ensuring that it has received all Addenda and is advised to check the City Bid Opportunity Website for Addenda regularly and shortly before the Submission Deadline, as the Submission Deadline may be amended by Addendum.
- B16.4 Each Addendum will be considered to form an integral part of this RFQ. In the event of any conflict discrepancy or inconsistency between an Addendum and the RFQ, the most recent Addendum shall prevail over the RFQ and any prior Addendum.
- B16.5 The Proponent shall acknowledge and document receipt of each Addendum on Form A-1 Master RFQ Submission Form.

**B17. CONFLICT OF INTEREST AND GOOD FAITH**

- B17.1 Each Proponent Representative, on behalf of the Proponent and its Team Members, and including Key Individuals, must declare, and is under a continuing obligation to declare, all Conflicts of Interest that currently exist or may reasonably exist in the future.
- B17.2 Conflict of Interest means any situation or circumstance where a Proponent or Team Member or Key Individual:
- (a) Has other commitments, relationships, financial interests or involvement in ongoing litigation that,
    - (i) Could or would be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City; or
    - (ii) Could or would be seen to compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Agreement;
  - (b) Has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFQ, the RFP Process or the Project; or
  - (c) Has knowledge of confidential information (other than Confidential Information disclosed by the City in the normal course of the RFQ Process) of strategic and/or material relevance to the RFQ Process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

- B17.3 In connection with its Qualification Submission, each Proponent, Team Member and Key Individual shall,
- (a) Avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
  - (b) Upon discovering any perceived, potential or actual Conflicts of Interest at any time during the RFQ Process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contact Person; and
  - (c) Provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B17.4 Without limiting B17.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent and/or Prequalified Proponent, as applicable, to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B17.5 Without limiting B17.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) Disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Team Members or Key Individuals;
  - (b) Require the removal or replacement of any Proponent Team Member or Key Individual that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) Disqualify a Proponent or Team Member or Key Individual that fails to comply with any requirements prescribed by the City pursuant to B17.4 to avoid or mitigate a Conflict of Interest; and
  - (d) Disqualify a Proponent if the Proponent, or one of its Team Members or Key Individuals, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B18. CONFIDENTIALITY AND PRIVACY**

- B18.1 Information provided to a Proponent and Team Members by the City or acquired by a Proponent or Team Members by way of further inquiries, RFIs or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the City. The Proponents or their respective Team Members shall not make any statement of fact or opinion regarding any aspect of the RFQ and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.
- B18.2 The protection of personal information and privacy will be fundamental aspects of the procurement process and the Project. Proponents and its Team Members shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Proponent and Team Members will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B18.3 Proponents are advised any information contained in any Qualification Submission may be released if required by FIPPA, by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B18.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of FIPPA. Subject to B18.3, all Qualifications Submissions will become and remain the property of the City; none will be returned. Proponents and Team Members are advised to indicate in writing which portions, if any, of their Qualification Submissions contain any proprietary or trade secret information.

B18.4 The City reserves the right to post names of Prequalified Proponents on its website, or otherwise make such names public at the end of the RFQ Process.

## **B19. NON-DISCLOSURE**

B19.1 Proponents and their Team Members must not disclose any details pertaining to their Qualification Submission and confidential meetings and interviews in the procurement process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents and its Team Members shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City, which consent may be withheld in the City's sole discretion.

B19.2 Breach of any of these B19 provisions may result in disqualification from the RFQ Process or, if the City becomes aware of a Proponent's or Proponent Team Member's breach of these provisions after the RFP has been issued, disqualification from the RFP Process.

## **B20. NO COLLUSION**

B20.1 Upon making a Qualification Submission to this RFQ, each Proponent declares that they and their Proponent Team Members have not participated in any collusive scheme or combine.

B20.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part, or any of their Proponent Team Members.

- (a) Proponents and its Team Members shall not engage in discussions or other communications with any other Proponent or its Proponent Team Members regarding the preparation or submission of their responses to this RFQ; and
- (b) Each Proponent shall prepare and submit its Qualification Submission independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Proponent.

B20.3 A Proponent, including its subsidiaries or Affiliates, cannot submit more than one (1) Qualifications Submission. A Proponent Team Lead Member, specifically, the Project Management Team Lead, Design Team Lead, Construction Team Lead, and Commissioning Team Lead including their respective subsidiaries or Affiliates and all Key Individuals cannot participate as part of more than one (1) Proponent or Proponent Team in any capacity, except as indicated in B20.4 below.

B20.4 The City may, in its sole discretion, permit a Proponent Team Member or Key Individual to participate in the Qualification Submission of more than one Proponent if:

- (a) The Proponent applies for such permission by notifying the Contact Person no later than thirty (30) Days after issuance date of this RFQ with supporting explanation and documentation for the following:
  - (i) The Proponent can demonstrate, to the City's satisfaction, that the Proponent Team Member or Key Individual in question is a specialist contractor or consultant for which there is a shortage of such specialist contractors or consultants or Key Individuals; and
  - (ii) The Proponent Team Member in question is not and will not be a Proponent Team Lead for the other Proponent.

B20.5 The City will provide a response after receipt of the information outlined in B20.4 within five (5) Business Days.

- B20.6 If the City exercises its discretion pursuant to B20.4, the City may, in its sole discretion,
- (a) Impose conditions on Proponents with respect to the Proponent Team Member or Key Individual in question; and
  - (b) Prohibit Proponents and Proponent Team Members from entering into agreements that oblige a Proponent Team Member or Key Individual to agree to provide services exclusively to a particular Proponent or Proponent Team Member.
- B20.7 Breach of any of the provisions of B20 may result in disqualification from the RFQ Process or, if the City becomes aware of any breach of these provisions by a Proponent or Proponent Team Member after the RFP has been issued, disqualification from the RFP Process.

## **B21. NO LOBBYING**

- B21.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influence the outcome of this RFQ Process is strictly prohibited.
- B21.2 Other than as expressly permitted or required in this RFQ, any contact by any Proponent or Proponent Team Members, or any of their representatives, with any contact (or any attempt to contact) any of the following persons, directly or indirectly, with respect to this RFQ Process or the Project is prohibited:
- (a) Any person employed or engaged by the City, other than the Contact Person;
  - (b) Any member of the evaluation committee;
  - (c) Any expert or advisor assisting the City or the evaluation committee;
  - (d) Any member of the municipal council of the City or any member of a councillor's staff; and
  - (e) The Mayor of Winnipeg or any member of the Mayor of Winnipeg's staff.
- B21.3 Failure to comply with any of these provisions may result in disqualification from the RFQ Process or, if the City becomes aware of a breach of this provision after the RFP has been issued, disqualification from the RFP Process.

## **B22. ELIGIBILITY**

- B22.1 No Persons involved with the City, or acting as a consultant or subconsultant to the City with respect to the Design Build of the City of Winnipeg Regional Water Distribution System SCADA System Upgrade, PLC Replacement and Power Reliability Upgrades Project, are eligible to submit a Qualification Submission for this RFQ or to participate in any manner whatsoever as a participant or advisor to any Proponent or Proponent Team Member participating in this RFQ Process or subsequent RFP Process ("Ineligible Persons").
- B22.1.1 As a result of their involvement in the Project, the Persons listed in B24.2 are Ineligible Persons and are not eligible to participate as a Proponent or Proponent Team Member; and
- B22.1.2 The City may, from time to time, add other firms or persons that may be contracted or retained by the City to work on the Project to the list of Ineligible Persons set out in B24.2.
- B22.2 Affiliates of an Ineligible Person are not eligible to participate as a Proponent or Proponent Team Member without the prior written consent of the City. To request consent, the Affiliate shall submit the following information to the Contact Person within fourteen (14) Days after the issue date of this RFQ.
- (a) The full legal name of the Affiliate that the Proponent wishes to include as a Proponent Team Member;
  - (b) Information regarding the Affiliate's relationship to the Ineligible Person; and
  - (c) A description of the policies and procedures that will be put in place to avoid or mitigate any perceived, potential or actual Conflict of Interest.

- B22.2.1 Upon receipt of a request pursuant to B22.2 the City shall, in its sole discretion, make a determination as to whether:
- (a) It considers there to be a real, perceived or potential Conflict of Interest; and
  - (b) Such a Conflict of Interest can be satisfactorily avoided or mitigated.
- B22.2.2 If the City has determined, in its sole discretion, that the Affiliate has a Conflict of Interest that cannot be satisfactorily avoided or mitigated, the City will, for the avoidance of doubt, add the name of the Affiliate to the list of Ineligible Persons.
- B22.2.3 The City may, in its sole discretion, waive the ineligibility of an Affiliate on such terms and conditions as the City, in its sole discretion, may require, including that the Proponent has put into place adequate safeguards to avoid or mitigate the impact of any Conflict of Interest including provisions to ensure that any and all Confidential Information of the City that the Affiliate may have continues to be kept confidential and not disclosed or used except as expressly allowed by the City.

### **B23. INSURANCE**

- B23.1 The City may provide and maintain an Owner Controlled Insurance Program (OCIP) to remain in place at all times during the performance of the Work. The City reserves the right to add, delete, revise, re-allocate and redefine insurance requirements at any time, at its sole discretion, during the RFQ or RFP Processes.
- B23.2 At this time, the City intends for the Proponent to exhibit insurability and provide and maintain the following insurance coverages at all times during the performance of the Work and throughout the warranty period.
- (a) Broad form builder's risk insurance including testing and commissioning, insuring 100% of the full value of any work and the full value of products that are specified to be provided by the City for incorporation into any Work;
  - (b) Wrap-up liability insurance covering damage to existing property not forming part of the Works and completed operations consistent with industry standard insurance policy wordings.
  - (c) Professional liability insurance covering all design elements of the DB Agreement during the performance of the Work and for twenty-four (24) months after the Total Performance Date;
  - (d) Project specific contractor's pollution liability (CPL) insurance shall remain in place for a minimum of twenty-four (24) months following the Total Performance Date;
  - (e) Commercial general liability insurance adding the City as an additional insured;
  - (f) Automobile liability insurance for licensed automobiles used for or in connection with the Work;
  - (g) Property insurance for equipment and tools used on the Project; and
  - (h) Motor truck cargo insurance (trip transit) that includes coverage for loading and unloading for the conveyance of any equipment from Winnipeg and back.
- B23.3 Complete requirements, per line of coverage, will be outlined in the RFP.
- B23.4 All policies must be with insurers licensed to carry on business in the Province of Manitoba with a Best's rating of A-X or higher or S&P equivalent (not applicable to insurance provided by Manitoba Public Insurance).

### **B24. CITY'S PROJECT TEAM**

- B24.1 The City has appointed its Project team to oversee all aspects of the design, procurement and execution of the Project. The Project team consists of Erica Campbell, Project Coordinator assisted by key City staff.

- B24.2 The following firms have been retained by the City to provide specific advice to the Project team on technical, financial and Project administration issues. The City's advisors are:
- (a) Technical Advisors:
    - (i) Dillon Consulting Limited, including the following subconsultants:
      - (i) Powerland Computers Ltd.; and
      - (ii) Shermco Industries Canada Inc.
- B24.3 No Person retained to advise the City for this Project may participate as a Proponent or Proponent Team Member or provide advice or services to any Proponent or Proponent Team Member in respect of this RFQ.
- B24.4 Breach of this condition may result in disqualification of the affected Proponent or Team Member from all further participation in this RFQ procurement process and from any entitlement to award of the DB Agreement.

## **B25. INTELLECTUAL PROPERTY**

- B25.1 Proponents will be required to represent and warrant that they and their Proponent Team Members have the sole and unrestricted right, title and interest or good and sufficient power, authority and right to use any intellectual property they require for performance of their obligations pursuant to this RFQ and will pay all applicable fees associated with the use of such intellectual property including any required licence fees and royalties.

## **B26. COMPLIANCE WITH TRADE AGREEMENTS**

- B26.1 The procurement process will be competitive, fair and transparent and will be consistent with the Canadian Free Trade Agreement, The Comprehensive Economic and Trade Agreement and New West Partnership Trade Agreement (NWPTA) as they apply (or may apply in the future) to the City, and all other applicable federal, provincial and municipal laws, policies and procedures.

## **B27. SUBMISSION DEADLINE**

- B27.1 The Submission Deadline date and time are as indicated in the Procurement Schedule in B7.3, as may be modified by Addenda. It is the sole responsibility of each Proponent to ensure that its Qualification Submission is received, and date and time stamped, by the City no later than the Submission Deadline at the Qualification Submission Address as set out in B27.8.
- B27.2 The City shall determine whether a Qualification Submission was submitted on or before the Submission Deadline based on the time and date stamp on the Qualification Submission.
- B27.3 The City may, at its sole option, extend the Submission Deadline by issuing an Addendum at any time prior to the Submission Deadline specified in B7.3.
- B27.4 Qualification Submissions will not be opened publicly.
- B27.5 Qualification Submissions determined by the City's Manager of Materials to have been received later than the Submission Deadline will not be accepted, and may be returned unopened to the affected Proponent, but only upon such Proponent's request and at its sole expense.
- B27.6 Qualification Submissions shall be submitted enclosed and sealed in an envelope clearly marked with the RFQ number, Project name, and the Proponent's name and address.
- B27.7 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B27.8 Qualification Submissions shall be submitted by mail, courier or personal delivery to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1  
(the "Qualification Submission Address")

## **B28. SUBMISSION STRUCTURE AND CONTENT**

B28.1 The Qualification Submission **shall** consist of the following Section:

(a) Section A - Qualification Application Submission (Forms A-1 to A-3).

B28.2 The Qualifications Submission **should** consist of the following Sections, tabbed as indicated below in 3 ring binders:

(a) Table of Contents;

(b) Section B - Executive Summary as described in B31;

(c) Section C - Project Organizational Approach as described in B32 (including Forms C-1 to C-5);

(d) Section D - Past Project Experience as described in B33 (Form D-1);

(e) Section E - Qualifications and Experience of Key Individuals as described in B34 (Form E-1);

(f) Section F - Project Management Methodology as described in B35;

(g) Section G - Financial Information as described in B36 (including Forms G-1 and G-2. **Proponents should note B36.4**); and

(h) Section H - Business Information as described in B37 (including Form H-1).

B28.3 All requirements of the RFQ should be fully completed or provided, and shall be submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a conforming, responsive Qualifications Submission.

B28.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B39.

B28.5 Qualification Submissions and the information contained therein will be property of the City upon receipt. No Qualification Submissions will be returned.

B28.6 Proponents shall prepare their Qualification Submission in the English language and all contents of Qualification Submissions shall be in English. If any Qualification Submission materials appear in any other language, they will not be evaluated.

B28.7 Proponents should not submit any information other than what is specifically required by this RFQ.

## **B29. FORMAT AND QUALIFICATION SUBMISSION GUIDELINES**

B29.1 Proponents should provide their Qualifications Submission as follows:

B29.1.1 Submit B30, B31, B32, B33, B34 and B35 (Sections A to F) together as follows:

(a) One (1) unbound original (marked "original");

(b) Six (6) bound copies (marked "copy"); and

(c) One (1) copy in a searchable PDF format on CD-ROM, DVD-ROM or standard USB flash memory drive.

- (i) If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.

B29.1.2 Submit B36 (Section G) separately from B29.1.1 and B29.1.3 as follows:

- (a) Submit separately in a sealed envelope marked (Section G) Financial Information:
- (b) One (1) unbound original (marked "original");
- (c) Four (4) bound copies (marked "copy"); and
- (d) Form G-2 Financial Statement Non-Disclosure Agreement attached to the outside of the documents (if required by the Proponent) in accordance with B36.4.

B29.1.3 Submit B37, (Section H) separately from B29.1.1 and B29.1.2 marked (Section H) Business Information as follows:

- (a) One (1) unbound original (marked "original"); and
- (b) Four (4) unbound copies (marked "copy").

B29.2 The Proponent should comply with the following with respect to B29.1:

- (a) Submissions marked "copy" should be marked on the top right corner of the cover as copy 1 of 6, 2 of 6 etc.;
- (b) Electronic copies on CD-ROM, DVD-ROM or standard USB flash memory drive should be labelled with the RFQ number, Project name, and name of Proponent;
- (c) Bound copies should be included in 3-ring binders tabbed with names of the required sections;
  - (i) If more than one (1) binder is necessary for B29.1.1 or B29.1.2, the binders should be labelled 1 of #, 2 of # etc. (# being the total number of binders for that Section);
- (d) There is no maximum page count for the entire Qualifications Submission; however individual maximum page counts are indicated for certain items of the Qualifications Submission such as the Executive Summary, Past Project Experience Form, Key Individuals Form, and the Project Management Methodology. **Where maximum page counts are indicated, any material submitted that exceeds the maximum will not be considered in the evaluation;**
- (e) Covers of binders should indicate the Project title, RFQ 706-2017A and the name of the Proponent; Submission pages should be standard size of 21.6 cm x 28 cm (8.5 inches x 11 inches), utilizing double-sided printing where possible, and sized not less than Arial font with a 10 pitch;
- (f) All parts of the Qualifications Submission should be clearly legible with numbered pages;
- (g) A double-sided page will count for two (2) pages where a maximum page count is applicable; and
- (h) Spreadsheets 11 inches x 17 inches may be utilized for tables and charts where applicable, and will count for two (2) pages where page counts are applicable.

B29.3 The City reserves the right to make additional copies of all or parts of Qualification Submissions for its internal review process, and to provide such copies to its staff and advisors.

B29.4 Proponents are cautioned that failure to produce the items as indicated in this provision may lead to disqualification of a Proponent from the RFQ.

B29.5 Each Proponent is reminded that the objective of its Qualification Submission is to assist the City in selecting the most qualified Proponents to be shorted-listed. In this regard, Proponents should endeavour to demonstrate how their Qualification Submission is highly qualified to address the particular challenges, requirements, and opportunities of this Project and meet the City objectives.

**B30. QUALIFICATION SUBMISSION (SECTION A)**

B30.1 On behalf of each Proponent and in the Proponent business name, the respective Proponent Representative shall complete the following qualification application forms, making all required entries:

- (a) Form A-1 – Master RFQ Submission Form;
- (b) Form A-2 – Proponent Team Member Consent Declaration;
- (c) Form A-3 – Conflict of Interest, Confidential Information and Litigation Declaration; and
- (d) JV or LLC agreement in accordance with B30.5, if applicable.

B30.2 All signatures shall be original.

B30.3 The name and official capacity of all individuals signing Form A-1 - Master RFQ Submission Form shall be printed below the related signature.

B30.4 If a Qualification Submission is submitted jointly by two (2) or more Persons, such as a JV or LLC, the term “Proponent” shall mean each and all such Persons, and the undertakings, covenants and obligations of such joint Persons in the Qualification Submission shall be both joint and several.

B30.5 If the Proponent is a JV or LLC, provide a copy of the current Proponent agreement or a draft of the agreement that the Proponent Persons will be entering into if the Proponent is selected to execute the DB Agreement with the City to perform the Project. The agreement should explain the management structure, including roles and responsibilities, validate the equity share of the parties, and indicate that the parties will be jointly and severally liable to the DB Agreement.

**B31. EXECUTIVE SUMMARY (SECTION B)**

B31.1 Proponent to limit Section B to a maximum of five (5) pages.

B31.2 Each Proponent may utilize the Executive Summary to present in summary its Proponent Team capabilities, experience, strengths and the advantages it brings to the challenges, risks and opportunities of the Project to meet the City objectives. This Section should highlight the information already included in a Proponent’s Submission that the Proponent considers most significant to present in Section B.

**B32. PROJECT ORGANIZATIONAL APPROACH (SECTION C)**

B32.1 Proponent to limit Section C to a maximum of ten (10) pages excluding Forms C-1 to C-5 and the Proponent’s “Profile Information” indicated in B32.4.

B32.2 The Proponent should provide information and include required details of the Proponent and individual Proponent Team Members by completing and submitting the following forms and appendix:

- (a) Form C-1 – Proponent Representative and Proponent Representative Contact Individual;
- (b) Form C-2 – Proponent and Proponent Team Leads Composition;
- (c) Form C-3 – Proponent Team Members Roles and Responsibilities;
- (d) Form C-4 – Proponent Team Member(s) – Legal Status;
- (e) Form C-5 – Proponent/Proponent Team – Engineer of Records; and
- (f) Appendix – Profile Information.

B32.3 The Proponent should provide its proposed Proponent and Proponent Team organizational structure, indicating the Proponent reporting to the City.

- (a) Include a brief description of the Proponent and Proponent Team Members, including the planning, supervision and decision-making responsibilities of the Proponent, Proponent Team Leads and Team Members;

- (b) Provide an organizational chart of the Proponent and all Team Members that identifies the role and proposed reporting relationships pertaining to the following:
  - (i) The Proponent reporting to the City of Winnipeg, and direct reports to the Proponent;
  - (ii) Project Management Team Lead and related Team Members, and direct reports to the Project Management Team Lead;
  - (iii) Design Team Lead and related Team Members, and direct reports to the Design Team Lead;
  - (iv) Construction Team Lead and related Team Members, and direct reports to the Construction Team Lead;
  - (v) Commissioning Team Lead and related Team Members, and direct reports to the Commissioning Team Lead.
- (c) Provide a separate functional organization chart that identifies the personnel, in each Proponent Team, performing various organizational functions and personnel reporting relationships. The chart should identify all Key Individuals indicated in B34 and any other critical personnel required, indicating their name, employer, and personnel reporting relationship;
- (d) Describe the commercial relationship(s) to be established between the Proponent and Proponent Team Members, including major subcontractors, subconsultants and suppliers. Include details of the relationship between the Proponent and Proponent Team Members relating to communications, liability, and risk allocation; and
- (e) Provide a chart that lists the projects where the Proponent and Proponent Team Members have worked together previously, and in what role / capacity.

**B32.4** The Proponent should submit profile information, maximum of three (3) pages each, for reference as related to the Proponent and each Proponent Team Member in an appendix (Profile Information) including years in business, average volume of work last five (5) years, number of employees, corporate office and other office locations, and other pertinent information showing their ability to undertake their role in the Project.

- (a) Information should be limited to a maximum of three (3) pages for the Proponent and each Proponent Team Member. If the Proponent or any Proponent Team Leads are comprised of more than one firm in a JV or LLC, three (3) pages maximum will be allotted to each firm.

**B32.5** Provide a list of the planned Engineer of Records (EORs) by design discipline that are Professional Engineers registered in the Province of Manitoba or with the ability to be registered in the Province of Manitoba. Include EOR name, discipline, practising entity registration number or date to be registered in Manitoba, and current employer.

### **B33. PAST PROJECT EXPERIENCE (SECTION D)**

**B33.1** Proponents should complete Form D-1 – Past Project Experience to demonstrate their similar experience to this Project.

- (a) Using Form D-1, submit up to eleven (11) past projects as indicated below (one form per project) of comparable complexity, scope and value to this Project that demonstrate the criteria in B33.3, B33.4, B33.5, and B33.6 for each of the following:
  - (i) Up to two (2) projects for the Project Management Team Lead and its Team Members;
  - (ii) Up to three (3) projects for the Design Team Lead and its Team Members;
  - (iii) Up to three (3) projects for the Construction Team Lead and its Team Members; and
  - (iv) Up to three (3) projects for the Commissioning Team Lead and its Team Members.
- (b) Proponents should complete one (1) form, expanded to a maximum of two (2) pages for each past project.
  - (i) Only the first two (2) pages of the form per project will be evaluated.

- (c) The required past projects for each of the Project Management, Design, Construction or Commissioning Teams may be submitted by either the Proponent, Proponent Team Leads or Team Members. However, higher scores will be provided to past project experience submitted by the Proponent Team Lead.
  - (d) The same project may be submitted by either the Project Management, Design, Construction or Commissioning Teams provided that separate forms are used to demonstrate and address the required role.
    - (i) Proponents should not cross reference projects.
    - (ii) Separate forms are required even if the projects have been used in response to a previous section or for another Team Member, and even if some of the information or data is repeated on multiple forms.
  - (e) Each form should clearly indicate the Proponent, Proponent Team Lead and/or Team Member, identifying their role in each past project experience, and the respective scope of work and services performed.
- B33.2 Past projects submitted should have been completed in the last ten (10) years or be at least fifty percent (50%) construction complete as of the Qualifications Submission Deadline. For the purposes of this RFQ Process, comparable experience is that of a similar scale, size, complexity and scope to the Project, including experience with municipal owners and DB and/or DB variations, such as DBFM, DBFOM and other Public-Private Partnership (P3) projects.
- B33.3 Higher scores will be provided to past projects submitted by the Project Management Team that demonstrate the following criteria (arranged from most important to least important):
- (a) Management of a contract value greater than \$5,000,000 CAD;
  - (b) Execution of the project through a DB delivery method and/or DB variations, such as DBFM, DBFOM and other P3 projects;
  - (c) Met project schedules and budgets;
  - (d) Experience with operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over);
  - (e) Management of projects for water or wastewater treatment or water or wastewater distribution facilities;
  - (f) Inclusion of design and/or construction and/or commissioning of PLC systems; and
  - (g) Inclusion of design and/or construction and/or commissioning of SCADA systems.
- B33.4 Higher scores will be provided to past projects submitted by the Design Team that demonstrate the following criteria (arranged from most important to least important):
- (a) Design of Schneider Unity PLC using user defined function Blocks, function block and instruction list programming;
  - (b) Design of Wonderware System Platform SCADA systems;
  - (c) Design of Telvent SCADA systems;
  - (d) Design of medium voltage distribution and motor control and protection relays;
  - (e) Design of virtualized environments with HA clustering and disaster recovery, across multiple sites;
  - (f) Design experience with operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over);
  - (g) Design experience with water or wastewater treatment or water or wastewater distribution facilities;
  - (h) Design of instrumentation and automation systems with construction values greater than \$500,000 CAD;
  - (i) Design of pump and motor condition monitoring systems;
  - (j) Design of PLC programming projects greater than 2,000 I/O points;

- (k) Design of PLC programming using IEC 61131-3 compliant software;
- (l) Design of electrical systems construction values greater than \$500,000 CAD; and
- (m) Design of OT systems with construction values greater than \$200,000 CAD.

**B33.5** Higher scores will be provided to past projects submitted by the Construction Team that demonstrate the following criteria (arranged from most important to least important):

- (a) Management of a contract value greater than \$2,000,000 CAD;
- (b) Implementation of a risk management program and application of mitigation strategies to mitigate occurrence and/or minimize the impact if the risk occurred;
- (c) Construction of PLC projects greater than \$500,000 CAD;
- (d) Construction of SCADA projects greater than \$500,000 CAD;
- (e) Construction of medium voltage distribution and motor control and protection relays;
- (f) Construction of virtualization with HA OT and disaster recovery;
- (g) Construction experience with operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over);
- (h) Construction experience with water or wastewater treatment or water or wastewater distribution facilities;
- (i) Construction of pump and motor condition monitoring systems;
- (j) Construction of OT systems with construction values greater than \$200,000 CAD; and
- (k) Implementation of an effective safety, health, and environment program that included a Hazard and Operability Analysis (HAZOP).

**B33.6** Higher scores will be provided to past projects submitted by the Commissioning Team that demonstrate the following criteria (arranged from most important to least important):

- (a) Commissioning of PLC projects greater than \$500,000 CAD;
- (b) Commissioning of SCADA projects greater than \$500,000 CAD;
- (c) Commissioning of Schneider Unity PLC using User Defined Function Blocks, function block and instruction list programming;
- (d) Commissioning of multi-site SCADA systems;
- (e) Commissioning of medium voltage distribution and motor control and protection relays;
- (f) Development and implementation of commissioning plan and conducted testing and commissioning of new and upgraded automation control systems;
- (g) Commissioning experience with operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over);
- (h) Commissioning of virtualized environments with HA clustering and disaster recovery;
- (i) Conducting FAT of PLC systems;
- (j) Conducting FAT of SCADA systems;
- (k) Completion of commissioning in water or wastewater treatment or water or wastewater distribution facilities;
- (l) Commissioning of PLC programming projects greater than 2,000 I/O points;
- (m) Commissioning of PLC programming projects with greater than five (5) networked PLC systems;
- (n) Commissioning of pump and motor condition monitoring systems; and
- (o) Provided 24-7 technical advisory services after turnover during owner operations.

### **B34. QUALIFICATIONS AND EXPERIENCE OF KEY INDIVIDUALS (SECTION E)**

- B34.1 Proponent should complete the following form:
- (a) Form E-1 – Key Individual Qualifications and Experience.
- B34.2 Using Form E-1, provide detailed information for each Key Individual proposed for the Project positions listed in B34.3. The form may be expanded to a maximum of four (4) pages. Note the following should be considered when completing Form E-1:
- (a) Submit two (2) projects and one (1) Form E-1 per Key Individual;
    - (i) Only the information in the first four (4) pages of the form will be evaluated.
  - (b) Include client reference contact information;
  - (c) If one person is fulfilling multiple key roles, separate forms are required per role to outline the scope of services for each specific role; and
  - (d) If any Key Individual role is not being provided, indicate “not being provided” and provide an explanation in the Form E-1 for how that that Key Individual role will be carried out.
- B34.3 Proponents should indicate the Key Individuals proposed for the following organizational roles (**Proponents should note B38**):
- (a) Project Management Team Lead category:
    - (i) Design Build Project Manager; and
    - (ii) Project Quality Assurance/Quality Control Manager.
  - (b) Design Team Lead category:
    - (i) Project Design Manager;
    - (ii) Lead Controls, Instrumentation and Automation Engineer;
    - (iii) Lead Electrical Engineer; and
    - (iv) Lead OT Designer.
  - (c) Construction Team Lead category:
    - (i) Project Construction Manager.
    - (ii) Controls, Instrumentation and Automation Construction Lead;
    - (iii) Electrical Construction Lead; and
    - (iv) OT Construction Lead.
  - (d) Commissioning Team Lead category:
    - (i) Project Testing / Commissioning Manager;
    - (ii) Controls, Instrumentation and Automation Commissioning Lead;
    - (iii) Electrical Commissioning Lead; and
    - (iv) OT Commissioning Lead.
- B34.4 Provide a chart indicating projects where Key Individuals have previously worked together with other Key Individuals or with other Proponent Team Members, in what role / capacity and also if they have worked on projects referenced in Form D-1 – Past Project Experience.
- B34.5 Higher scores will be provided to Key Individuals who demonstrate to the maximum extent the following experience (arranged from most important to least important):
- (a) Design Build Project Manager
    - (i) Fifteen (15) years of experience in project management for multi-discipline projects;
    - (ii) Five (5) years of experience in project management of projects delivered through a DB delivery method and/or DB variations, such as DBFM, DBFOM and other P3 projects;
    - (iii) Project management of projects delivered through a DB delivery method and/or DB variations, such as DBFM, DBFOM and other P3 projects with construction values greater than \$5,000,000 CAD;
    - (iv) Management of design or construction of PLC and SCADA systems;

- (v) Management of design or construction of medium voltage electrical and motor control systems;
  - (vi) Management of design or construction in operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over);
  - (vii) Management of design or construction in water or wastewater treatment or water or wastewater distribution facilities; and
  - (viii) Professional Engineer registered in the Province of Manitoba or capable of being licensed in the Province of Manitoba.
- (b) Project Quality Assurance/Quality Control Manager
- (i) Fifteen (15) years of experience in quality assurance/quality control for multi-discipline projects;
  - (ii) Five (5) years of experience in quality assurance/quality control of projects delivered through a DB delivery method and/or DB variations, such as DBFM, DBFOM and other P3 projects;
  - (iii) Quality assurance/quality control manager of projects delivered through a DB delivery method and/or DB variations, such as DBFM, DBFOM and other P3 projects with construction values greater than \$5,000,000 CAD;
  - (iv) Quality assurance/quality control manager of design or construction of PLC and SCADA systems;
  - (v) Quality assurance/quality control manager of design or construction of medium voltage electrical and motor control systems;
  - (vi) Quality assurance/quality control manager of design or construction in water or wastewater treatment or water or wastewater distribution facilities; and
  - (vii) Quality assurance/quality control manager of design or construction in operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over).
- (c) Project Design Manager
- (i) Fifteen (15) years of experience managing multi-discipline design teams;
  - (ii) Design of PLC and SCADA systems;
  - (iii) Five (5) years of experience in project design management for projects delivered through a DB delivery method and/or DB variations, such as DBFM, DBFOM and other P3 projects;
  - (iv) Project design manager for projects greater than \$1,000,000 CAD;
  - (v) Project design manager for water or wastewater treatment or water or wastewater distribution facilities;
  - (vi) Experience with operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over);
  - (vii) Design of medium voltage electrical and motor control systems; and
  - (viii) Professional Engineer registered in the Province of Manitoba or capable of being licensed in the Province of Manitoba.
- (d) Lead Controls, Instrumentation and Automation Engineer
- (i) Ten (10) years of experience in controls, instrumentation, and automation systems;
  - (ii) Design of instrumentation and automation systems with construction values greater than \$500,000 CAD;
  - (iii) Design of PLC and SCADA projects with construction values greater than \$500,000 CAD;
  - (iv) Design of Schneider Unity PLC using User Defined Function Blocks, function block and instruction list programming;
  - (v) Design of PLC design and programming projects greater than 2,000 I/O points;
  - (vi) Design of PLC programming using IEC 61131-3 compliant software including user defined function blocks and user defined variables;

- (vii) Design of SCADA design and programming projects with client/server architecture, object orientated, and redundancy and greater than 2,000 I/O points;
  - (viii) Design of Wonderware System Platform SCADA systems;
  - (ix) Design of Telvent SCADA systems;
  - (x) Design for water or wastewater treatment or water or wastewater distribution facilities;
  - (xi) Experience with operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over);
  - (xii) Design of PLC design and programming projects with greater than five (5) networked PLC systems;
  - (xiii) Design of multi-site SCADA systems;
  - (xiv) Design of pump and motor condition monitoring systems;
  - (xv) Training certification with SCADA systems and PLC system; and
  - (xvi) Professional Engineer registered in the Province of Manitoba or capable of being licensed in the Province of Manitoba.
- (e) Lead Electrical Engineer
- (i) Ten (10) years of experience as an electrical engineer;
  - (ii) Design of medium voltage motor control and protection;
  - (iii) Lead electrical engineer for projects with construction values greater than \$1,000,000 CAD;
  - (iv) Design for water or wastewater treatment or water or wastewater distribution facilities;
  - (v) Experience with operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over); and
  - (vi) Professional Engineer registered in the Province of Manitoba or capable of being licensed in the Province of Manitoba.
- (f) Lead OT Designer
- (i) Five (5) years of experience in OT;
  - (ii) Design of OT systems with construction values greater than \$200,000 CAD;
  - (iii) Design of virtualized environments with HA clustering and disaster recovery;
  - (iv) Design of Ethernet communication networks including fibre optic redundant rings;
  - (v) Design of OT security including firewalls, routers, and subnetting;
  - (vi) Experience with operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over); and
  - (vii) Certification training with virtualized environments and disaster recovery.
- (g) Project Construction Manager
- (i) Fifteen (15) years of experience in construction management;
  - (ii) Five (5) years of experience in construction management for projects delivered through a DB delivery method and/or DB variations, such as DBFM, DBFOM and other P3 projects;
  - (iii) Construction management of projects with construction values greater than \$2,000,000 CAD;
  - (iv) Construction management of electrical, instrumentation, and automation systems;
  - (v) Construction management in water or wastewater treatment or water or wastewater distribution facilities;
  - (vi) Construction management for operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over); and

- (vii) Implementation of SH&E and HAZOP programs.
- (h) Controls, Instrumentation and Automation Construction Lead
  - (i) Ten (10) years of experience in controls, instrumentation, and automation systems;
  - (ii) Construction of PLC and SCADA projects with construction values greater than \$500,000 CAD;
  - (iii) Construction of instrumentation and automation systems with construction values greater than \$500,000 CAD;
  - (iv) Training certification with SCADA and PLC systems; and
  - (v) Construction of pump and motor condition monitoring systems.
- (i) Electrical Construction Lead
  - (i) Ten (10) years of construction experience in electrical systems;
  - (ii) Construction of electrical projects with construction values greater than \$1,000,000 CAD; and
  - (iii) Construction of medium voltage motor control and protection.
- (j) OT Construction Lead
  - (i) Five (5) years of experience in OT;
  - (ii) Construction of OT systems projects with construction values greater than \$200,000 CAD;
  - (iii) Construction of virtualized environments with HA clustering and disaster recovery; and
  - (iv) Construction of Ethernet communication networks including fibre optic redundant rings.
- (k) Project Testing / Commissioning Manager
  - (i) Fifteen (15) years of experience as project testing / commissioning manager in multi-discipline projects;
  - (ii) Commissioning experience with operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over);
  - (iii) Commissioning manager for projects with construction values greater than \$2,000,000 CAD;
  - (iv) Commissioning of PLC and SCADA systems;
  - (v) Five (5) years of commissioning experience in projects delivered through a DB delivery method and/or DB variations, such as DBFM, DBFOM and other P3 projects;
  - (vi) Management of 24/7 warranty support;
  - (vii) Commissioning of medium voltage electrical and motor control systems;
  - (viii) Commissioning experience with water or wastewater treatment or water or wastewater distribution facilities;
  - (ix) Conducting FAT of PLC and SCADA systems; and
  - (x) Conducting training programs.
- (l) Controls, Instrumentation and Automation Commissioning Lead
  - (i) Ten (10) years of experience with controls, instrumentation, and automation systems;
  - (ii) Commissioning lead for instrumentation and automation systems with construction values greater than \$500,000 CAD;
  - (iii) Commissioning experience with operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over);
  - (iv) Commissioning of PLC programming using IEC 61131-3 compliant software including user defined function blocks and user defined variables;
  - (v) Provision of 24/7 warranty support;

- (vi) Commissioning lead for PLC and SCADA projects with a construction value greater than \$500,000 CAD;
  - (vii) Commissioning of PLC programming projects greater than 2,000 I/O points;
  - (viii) Commissioning of PLC programming projects with greater than five (5) networked PLC systems;
  - (ix) Commissioning of SCADA programming projects with client/server architecture, object orientated, and redundancy and greater than 2,000 I/O points;
  - (x) Commissioning of multi-site SCADA systems;
  - (xi) Commissioning of pump and motor condition monitoring systems;
  - (xii) Conducting FAT of PLC and SCADA systems with development of simulation software;
  - (xiii) Conducting Training; and
  - (xiv) Completion of certification training with SCADA systems and PLC system.
- (m) Electrical Commissioning Lead
- (i) Ten (10) years of experience in electrical systems;
  - (ii) Commissioning lead of electrical projects with construction values greater than \$1,000,000 CAD;
  - (iii) Commissioning experience with operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over);
  - (iv) Provision of 24/7 warranty support;
  - (v) Commissioning of medium voltage motor control and protection;
  - (vi) Conducting FAT; and
  - (vii) Conducting training.
- (n) OT Commissioning Lead
- (i) Five (5) years of experience in OT;
  - (ii) Commissioning lead for OT systems with construction values greater than \$200,000 CAD;
  - (iii) Commissioning of virtualized environments with HA clustering and disaster recovery;
  - (iv) Commissioning of Ethernet communication networks including fibre optic redundant rings;
  - (v) Commissioning of OT security including firewalls, routers, and subnetting;
  - (vi) Conducting FAT;
  - (vii) Conducting training;
  - (viii) Provision of 24/7 warranty support;
  - (ix) Completion of certification training with virtualized environments and disaster recovery; and
  - (x) Commissioning experience with operating facilities with critical infrastructure and downtime restrictions (e.g. significant complexity in scheduling/phasing/tie-ins/commissioning/change-over).

### **B35. PROJECT MANAGEMENT METHODOLOGY (SECTION F)**

- B35.1 The Proponent should describe the methodology used on past projects to address the aspects listed in B35.2 to B35.6, preferably using past projects referenced in B33.
- B35.1.1 Responses to all of the information required in this section should not exceed fifteen (15) pages.
- B35.1.2 The Proponent should state and underline each inquiry as a title and respond below each title accordingly.

- B35.1.3 If the Proponent or its Team Members have no experience with a specific item, the Proponent should so state, and explain how they will implement measures to address shortfalls in experience or capacity.
- B35.1.4 The Proponent should indicate the name of the Proponent, Proponent Team Lead or Team Member represented in each response and their respective role.
- B35.2 Describe and demonstrate the experience of the Proponent in leading and providing overall responsibility for the DB Agreement with respect to the following:
- (a) Provided performance guarantees for PLC upgrades, SCADA systems, IT systems, motor protection and control, vibration and temperature monitoring performance including the items below. Indicate type and performance period for guarantees, and provide the project name and owner reference.
    - (i) PLC scan time;
    - (ii) PLC I/O update time;
    - (iii) Redundant PLC processor failover time;
    - (iv) PLC communications update time;
    - (v) SCADA system response time for commands and feedback status;
    - (vi) SCADA system redundancy failover time;
    - (vii) OT server hardware central processing unit usage, memory usage, storage usage, disk I/O;
    - (viii) HA server cluster failover time, recovery time objective;
    - (ix) DR recovery point objective; and
    - (x) Ethernet bandwidth usage.
  - (b) Provided overall management responsibility for a large electrical and instrumentation and controls project, (>\$5 Million CAD) and achieved budget and schedule objectives that met or exceeded owner expectations. Indicate key elements that made that project successful; list the project name and owner reference;
  - (c) Provided performance security for a large project (>\$5 Million CAD). Indicate surety requirements and due diligence in providing such security. If co-bonding with another design builder or contractor was utilized, explain surety arrangements;
  - (d) Provided owner operator and maintenance training, including scope, materials, methods, documentation, and lessons learned;
  - (e) Provided 24/7 support and warranty service for a large electrical and instrumentation and controls project (>\$5 Million CAD). Indicate the warranty support approach, including examples of warranty responses; and
  - (f) Established continuous effective communications and coordination with the owner that avoided surprises and avoided or mitigated disputes. Indicate communication approach, including key personnel involved and coordination methodologies to keep owner staff consistently aware of design, construction and commissioning activities.
- B35.3 Describe and demonstrate the experience of the Proponent, Project Management Team Lead or Project Management Team members in planning and executing the overall project management including but not limited to:
- (a) Methodology utilized for identifying, evaluating and pro-actively managing project risks;
  - (b) Implemented a partnering program with the owner, including demonstrated advantages / disadvantages, and lessons learned;
  - (c) Established and maintaining progress in the project schedule, including methods to avoid delays and methodologies utilized for corrective action when delays were incurred;
  - (d) Established communication, coordination and documentation of work activities among the Proponent, Proponent Team Leads, other Team Members, and the owner;
  - (e) Implemented a quality management plan including quality planning, control, resolution of non-conformance work, and quality assurance, and lessons learned; and

- (f) Implemented a proactive workplace Safety and Health program that meets the requirements of the Act (Manitoba Workplace Safety and Health). If the Proponent Construction Lead does not have an example of a Manitoba project, utilize another project with similar requirements. Provide statistical evidence, and any recognized certifications or awards indicating a history of safe project execution. Indicate project name and client reference.

**B35.4** Describe and demonstrate the experience of the Proponent, Design Team Lead(s) or Design Team members in planning and executing the project engineering and design for developing effective approaches to the following:

- (a) Planned and designed system implementation in an operational facility with limited downtime, including examples which demonstrated initiative and innovation;
- (b) Defined and provided design submittals for owner review and compliance. Explain how submittals were planned, coordinated with the owner, and steps taken to expedite owner reviews to maintain project schedule. Indicate how owner comments were addressed and resolved, including lessons learned;
- (c) Performed the role of the design team during construction, testing and commissioning by providing technical support and reviewing and validating quality and performance;
- (d) Designed measures into the project that reduced costs of operations and maintenance activities that minimized long term operations and maintenance cost of the facility;
- (e) Planned and integrated subconsultants design deliverables in the overall project design to maintain design quality and avoid design errors and omissions, including lessons learned;
- (f) Obtained all required permits for large electrical and instrumentation and controls projects including lessons learned to avoid surprises and delays; and
- (g) Reused or repurposed existing infrastructure and integrating it into the project, including lessons learned to mitigate risks. Address if / when outages and process bypasses were needed to integrate existing infrastructure.

**B35.5** Describe and demonstrate the experience of the Proponent, Construction Team Lead(s) or Construction Team members in planning and executing the project construction management and construction for developing effective approaches to the following:

- (a) Planned, executed, and commissioned work in an operational facility with limited downtime, including lessons learned;
- (b) Planned logistics of equipment and material receiving, storing and staging on a constrained Site to avoid congestion, weather damage, and to maintain a safe workplace;
- (c) Resolved quality issues when non-conformance items were identified by the owner, where either re-work or replacement was involved; and
- (d) Proactively managed subcontractors to meet quality and schedule requirements, and corrected subcontractor performance to address non-performance issues and potential schedule delays, including lessons learned.

**B35.6** Describe and demonstrate the experience of the Proponent, Commissioning Team Lead(s) or Commissioning Team members in planning and executing an effective testing and commissioning program for developing effective approaches to the following:

- (a) Developed and executed a testing and commissioning plan, including a general outline and the time-frame for when that plan should be developed and reviewed with the owner, including lessons learned;
- (b) Planned for and provided a safe and secure work environment for trade labour, technical staff, supplier representatives and owner personnel while conducting testing and commissioning activities, including lessons learned;
- (c) Provided owner operator and maintenance training, especially for operation of advanced process technologies, including scope, materials, methods, documentation, and lessons learned;

- (d) Coordinated performance testing and commissioning of system upgrades within an operational facility;
- (e) Conducted systems performance testing and commissioning of similar water treatment and pumping stations to this Project, including lessons learned; and
- (f) Provided technical advisory services to owner operations and maintenance staff for an extended period subsequent to turnover for owner operation of the plant facilities, including resources utilized and lessons learned.

**B36. FINANCIAL INFORMATION (SECTION G)**

B36.1 The following forms should be completed:

- (a) Form G-1 – Financial Organization Credit Reference; and
- (b) Form G-2 – Financial Statement Non-Disclosure Agreement, if required.

B36.2 Each of the following shall demonstrate suitable financial capability to meet obligations required by the Work, a good financial performance history and a strong financial standing. Financial information shall be submitted by the following:

- (a) The Proponent, including each Person comprising the Proponent if a JV or LLC;
- (b) Each Proponent Team Lead Member(s) [Project Management, Design, Construction and Commissioning Team Lead(s)];
- (c) Any Proponent Team Member expected to undertake at least twenty-five percent (25%) or greater of the design and / or construction, based on estimated total design and total construction costs of the Project.

B36.3 The following financial information shall be submitted for each entity proposed in B36.2:

- (a) A current credit rating report from Dunn and Bradstreet or an equivalent rating agency;
- (b) Copies of audited financial statements for each of the last three (3) fiscal years;
  - (i) NOTE: Unaudited financial statements and annual reports or other similar financial information for each of the last three (3) fiscal years may be submitted if audited financial statements are not available. These must be signed by an Officer of the applicable Proponent or Proponent Team Member.
- (c) Details of any material off-balance sheet financial arrangements currently in place;
- (d) Provide a completed Form G-1 – Financial Organization Credit Reference Form, from a bank or other licensed financial institution that confirms length of time each Proponent or Proponent Team Lead Member has been a bank client, and details of the relationship. If the length of time at the current Institution does not equal or exceed five (5) years from the Submission Deadline, additional Form(s) G-1 shall be completed for the remaining period up to the last five (5) years. Form G-1 should be provided on the bank or other licenced financial institution's official letterhead;
- (e) Details of any material events that may affect the Proponent or Proponent Team Lead financial standing since the last annual or interim financial statement provided;
- (f) Details of any bankruptcy, insolvency, company creditor arrangement or other major litigation of the Proponent or Proponent Team Lead Member or other insolvency proceeding in the last three (3) financial years, including the current year;
- (g) Letter of reference from either:
  - (i) A Surety, licenced to do business in Manitoba, indicating its capacity and intention to provide a performance security in the amount of \$13 Million CAD. A draft Performance Bond Form that may be used is included in Appendix A. A revised form will be included in the RFP process; or
  - (ii) A financial institution indicating the ability to obtain a performance security of \$6.5 Million CAD.

B36.4 Proponents or Proponent Team Leads requesting non-disclosure of their financial information must enclose their financial information in a separately sealed envelope with Form G-2, executed by the Proponent, firmly attached to the outside of the envelope.

- (a) In its sole discretion, the City shall determine and advise the Proponent and / or Team Member(s) within twenty-one (21) Days after the Submission Deadline, whether the completed Form G-2 is acceptable or not to the City; and
- (b) If a completed Form G-2 cannot be agreed by the City, acting in its sole discretion, the Proponent may be disqualified from the RFQ Process.

### **B37. BUSINESS INFORMATION (SECTION H)**

B37.1 The Proponent should complete the following form:

- (a) Form H-1 – Proponent/Proponent Team Leads Business Information Identification.

B37.2 The following is required to be submitted with respect to business information.

- (a) The Proponent shall provide a letter from an insurer licenced to carry out business in the Province of Manitoba indicating the ability to provide insurance requirements as outlined in B23, Insurance. Alternatively a letter from the broker would be acceptable, provided it outlines the full names of insurers that will be providing the coverage;
- (b) The Proponent Design Team Lead(s) / Members shall submit their current status as holder of a Certificate of Authorization with Engineers Geoscientists Manitoba to provide design services within Manitoba or its plan to obtain registration as a practising entity, with the intended date to obtain such certificate;
- (c) The Proponent Construction Team Lead(s) / Member(s) in the role as defined by the term “Prime Contractor” under The Workplace Safety & Health Act (Manitoba) shall submit either of the following:
  - (i) A valid Certificate of Recognition (COR) recognized in Manitoba (provided by the Construction Safety Association of Manitoba (CSAM) or the Manitoba Heavy Construction Association (MHCA)) or;
  - (ii) A Manitoba COR equivalent issued by CSAM or MHCA; or;
  - (iii) A letter/report from an independent reviewer that confirms compliance with Manitoba legislative requirements. The reviewer template and a list of independent reviewers acceptable to the City are available on the City’s website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>.
    - (i) If the Proponent’s Construction Team Lead(s) / Members is more than one Person, the above requirement is applicable to all Construction Lead Members. If a Construction Team Lead Member is a JV or LLC, then the above requirement is applicable to all Persons comprising that Construction Lead Member;
    - (ii) **NOTE:** Proponent’s Construction Lead Member(s) have until the expiry of a forty-five (45) day period following the Qualification Submission Deadline to submit to the City one (1) of the three (3) documents indicated above. Failure to provide one (1) of the three (3) documents within this timeframe will lead to disqualification of the Proponent from the RFQ Process, at the sole option of the City.

### **B38. SUBSTITUTIONS**

B38.1 A Proponent is not permitted to substitute or remove a Proponent Team Member or Key Individual, or change the role or scope of Work of any Proponent Team Member or Key Individual after the RFQ Submission Deadline without the City’s prior written consent. The City may, in its sole discretion, disqualify a Proponent that contravenes this provision.

B38.2 A Proponent wishing to substitute or remove a Proponent Team Member or Key Individual, or change the scope of work of any Proponent Team Member or Key Individual, shall submit a

written request to the Contact Person that sets out, in detail, the proposed change to the Proponent's structure and a justification for such proposed change.

- B38.3** If a Proponent submits a request pursuant to this provision, the following shall apply:
- (a) If the Proponent's request is submitted prior to the completion of Step 2 of the RFQ evaluation process as indicated in B43, the City may, at its sole discretion, permit the requested change and re-evaluate those portions of the Proponent's Qualification Submission that may be impacted by the change based on the following:
    - (i) The replacement of a Proponent Team Member or Key Individual has an acceptable level of qualifications and experience; or
    - (ii) The proposed change in scope of work is likely to result in equal or better performance by the Proponent.
  - (b) If the Proponent's request is submitted after the completion of Step 2 of the RFQ evaluation process as indicated in B43, to determine whether the City will in its sole discretion, consent to the Proponent's request, the City may in its sole discretion, review the proposed change to assess whether:
    - (i) The replacement Proponent Team Member or Key Individual has equal or better qualifications than the original Proponent Team Member or Key Individual; or
    - (ii) The proposed change in scope of work is likely to result in equal or better performance by the Proponent.
  - (c) The City will not be under any obligation to re-evaluate those portions of the Proponent's Qualification Submission that may be impacted by the change as a condition to providing its consent (or not) to the Proponent's request.
- B38.4** The Proponent must provide written notice to the City within five (5) Business Days after the RFQ Submission Deadline, and for reasons beyond control of the Proponent or the applicable Proponent Team Member or Key Individual, that there is:
- (i) A requirement to substitute or remove a Proponent Team Member or Key Individual;
  - (ii) A material change in ownership affecting any Proponent Team Member or Key Individual; or
  - (iii) A material change to the business of a Proponent Team Member or Key Individual.
- B38.5** Based on B38.1 the City may, in its sole discretion, disqualify the Proponent if the City, in its sole discretion, considers that there could be a material adverse impact on the Proponent's Qualification Submission.
- (a) If the City determines, in its sole discretion, that it will not disqualify the Proponent in such circumstances, the City may permit the Proponent to propose a substitution for the applicable Proponent Team Member or Key Individual, for review and approval by the City; and
  - (b) The City will not be under any obligation to re-evaluate those portions of the Proponent's Qualification submission that may be impacted by the change as a condition to providing its consent (or not) to the Proponent's request under B38.
- B38.6** Subject to the rules that will be contained in the RFP,
- (a) Proponents are cautioned that, as a general principle, the Prequalified Proponents will not be permitted to substitute or remove any Proponent Team Member or Key Individual or to materially change the roles or scope of Work to be performed by any Proponent Team Member or Key Individual from the Proponent Team Members' and Key Individual's role and scope of work set out in their original Qualification Submissions, without the City's prior written consent; and
  - (b) The City may, in its sole discretion, disqualify a Prequalified Proponent that substitutes or removes any Proponent Team Member or Key Individual or materially changes the roles or scope of work of a Team Member or Key Individual without the City's prior written consent.

B38.7 The City may, in its sole discretion, require a Proponent to remove and/or replace any Proponent Team Member and/or Key Individual pursuant to B17.5. Any such replacement Team Member and/or Key Individual is at the City's sole discretion, and shall require the City's prior written consent.

B38.8 In exercising its sole discretion pursuant to B38.7, the City may make reference to the evaluation criteria set out in this RFQ and such other criteria as the City may consider relevant.

### **B39. NON-CONFORMING SUBMISSIONS**

B39.1 With the exception of B27.5, with regard to submissions received after the Submittal Deadline, if a Proponent's Submission is not strictly in accordance with any provision of this RFQ, the City may at its option:

- (a) Waive the non-conformance if, in the City's sole opinion, the non-conformance is immaterial; or
- (b) Reject the Submission as non-responsive if, in the City's sole opinion, the non-conformance is material.

B39.2 If the immaterial non-conformance is an omission, the City may, at its sole discretion, give the Proponent or any of its Team Members up to five (5) Business Days to supply the omitted material by requesting the omitted material through a notice to the Proponent Representative Contact Individual.

B39.3 If the requested information is not submitted by the time specified in B39.2, the Submission will be determined to be non-responsive.

### **B40. PROPONENT'S COSTS AND EXPENSES**

B40.1 Proponents and Proponent Team Members are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ Process, including the provision of any additional information or attendance at interviews or meetings.

B40.2 Subject to B41.2, the City shall not be liable to pay any costs or expenses of any Proponent or any Proponent Team Member or to reimburse or compensate a Proponent or any Proponent Team Member in any manner whatsoever under any circumstances, including in the event of the rejection of any or all Qualification Submissions, the cancellation or deferral of the RFQ Process, or the cancellation or deferral of the Project prior to RFP issuance.

### **B41. NO CONTRACT AND CITY RIGHTS**

B41.1 By submitting a Qualification Submission and participating in the process as outlined in this RFQ document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise. For the avoidance of doubt, this RFQ is not intended to create a bidding contract (often referred to as "Contract A").

B41.2 Further to B41.1, this RFQ is not intended to create a "Contract A", and the Proponents agree by their participation in this RFQ Process. However, if the City is found to be liable, in any way whatsoever, for any act or omission in respect of this RFQ Process, the total liability of the City to any Proponent or Proponent Team Member or any other entity participating in this RFQ Process, and the aggregate amount of damages recoverable against the City for any matter relating to or arising from any act or omission, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, judicial review or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise of the City shall be no greater than the Proponent's cost, including costs of all Proponent Team Members, of preparing its Qualification Submission or \$50,000 (CAD), whichever is less.

B41.3 The City may, at any time and at its sole discretion:

- (a) Disqualify any Proponent or Qualification Submission, or disqualify any Proponent Team Member, if
  - (i) The Proponent or any of its Proponent Team Members has been disqualified from another competitive procurement process as the result of any convictions related to inappropriate bidding or procurement practices or unethical behaviour; or
  - (ii) The Proponent or one or more of its Proponent Team Members (or one of their Affiliates) has been convicted of carrying out inappropriate bidding or procurement practices or engaging in unethical behaviour in relation to a public sector procurement process in any Governmental jurisdiction;
- (b) Consider, in the evaluation of the Qualification Submissions, any instances of poor performance of a Proponent Team Member or Key Individual that the City has experienced;
- (c) Accept or reject any Qualification Submission or reject all Qualification Submissions;
- (d) Disqualify a Proponent in accordance with B22, Eligibility, or B38, Substitutions;
- (e) Disqualify a Proponent if the Proponent or one or more of the Proponent Team Members or Key Individuals has, or has failed to disclose, a perceived, potential or actual Conflict of Interest as required by the provisions of this RFQ;
- (f) Change the Project, including change(s) in scope;
- (g) Cancel this RFQ and reissue the same RFQ or a different RFQ in relation to the Project; or
- (h) Cancel or defer this RFQ, or cancel the Project procurement at any time.

B41.4 The City's maximum aggregate liability to any Proponent if the City exercises any of the rights in B41.3 above shall be governed and limited by the provisions of B41.1 and B41.2.

B41.5 B41.1, B41.2, B41.3 and B41.4 shall survive any cancellation of this RFQ and shall survive the conclusion of the RFQ Process.

B41.6 Without limitation to any other rights of the City hereunder, in order to ensure the integrity, openness and transparency of the procurement process, the City may, in its sole discretion:

- (a) Impose at any time on all Proponents or any Proponent Team Members additional conditions, requirements or measures with respect to submission or procurement practices or ethical behaviour of the Proponents or Proponent Team Members; and
- (b) Require that a Proponent and/or any Proponent Team Member provide the City with copies of their internal policies, processes and controls establishing ethical standards for its procurement practices and evidence of compliance by the Proponent and all Proponent Team Members with such policies, processes and controls.

B41.7 Upon request to the Contact Person, the City will offer a debriefing to any Proponent that has not been identified as a Prequalified Proponent.

- (a) The City is not obliged to debrief Prequalified Proponents with respect to their participation in the RFQ Process;
- (b) The information provided to a Proponent in the debriefing will relate solely to that Proponent and its Qualification Submission, and not to any other Proponent or Qualification Submission; and
- (c) Any information provided by the City in good faith during a debriefing shall not be used against the City or its representatives in any way whatsoever, including in any legal action.

## **B42. EVALUATION CRITERIA**

B42.1 Proponents will have their Qualification Submissions evaluated in accordance with the evaluation criteria in Appendix E, summarized in the Table below (B42.2(a) to B42.2(h)). The evaluation committee will evaluate each Qualification Submission based on the extent to which it meets or exceeds the evaluation criteria outlined in this RFQ.

B42.2 Table 1 – Summary of Evaluation Criteria

Evaluation Criteria	RFQ Reference	Max Points	Comments
(a) Qualification Application Forms (Section A)	B28.1(a)/B30	Pass / Fail	Use Forms A-1 to A-3 provided with the RFQ
(b) Executive Summary (Section B)	B31	N/A	Maximum five (5) pages
(c) Project Organizational Approach (Section C)  Project Organizational Approach  Proponent/Proponent Team	B32	10	Include Forms C-1 to C-5 provided with the RFQ  Maximum ten (10) pages (excluding Forms C-1 to C-5 and material in Appendix – Profile Information)
(d) Past Project Experience (Section D)  Project Management Team  Design Team  Construction Team  Commissioning Team	B33	30	Use Form D-1 provided with the RFQ (Form expandable to a maximum of two (2) pages per past project)
(e) Qualifications and Experience of Key Individuals (Section E)  Project Management Team  Design Team  Construction Team  Commissioning Team	B34	40	Use Form E-1 provided with the RFQ (Form expandable to a maximum of four (4) pages per Key Individual) and provide chart
(f) Project Management Methodology (Section F)  Proponent  Project Management Team  Design Team  Construction Team  Commissioning Team	B35	20	Provide narrative (maximum fifteen (15) pages for the whole of Section F)
(g) Financial Information (Section G)	B36	Pass / Fail	Use Forms G-1 and G-2 provided with the RFQ and provide individual financial information
(h) Business Information (Section H)	B37	Pass / Fail	Use Form H-1 and provide requested items
<b>Total Score</b>		100	

- B42.3 Further to B39 and B42.2(a), B42.2(g) and B42.2(h) the City may reject a Qualification Submission as being non-responsive if the Qualification Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Qualification Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B42.4 Further to B42.2(b), the information submitted will not be evaluated.
- B42.5 Further to B42.2(c), the Project Organizational Approach will be evaluated considering the information requested and submitted in response to B32.
- B42.6 Further to B42.2(d), Past Project Experience will be evaluated considering the information requested and submitted in response to B33.
- B42.7 Further to B42.2(e) Qualifications & Experience of Key Individuals will be evaluated considering the information requested and submitted in response to B34.
- B42.8 Further to B42.2(f), Project Management Methodology will be evaluated considering the information requested and submitted in response to B35.
- B42.9 Further to B42.5 to B42.8, a Submission may be determined to be non-responsive if the Submission does not obtain a minimum of 70% of the points for each scored category.
- B42.10 The City has full power to conduct an independent verification of information in any Qualification Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed Proponent Team Members.
- (a) Reference checks may be used to confirm information provided and may not be restricted to only those submitted by the Proponent or Team Member, and may include organizations representing Persons known to have done business with the Proponent or Team Member;
  - (b) References submitted by the Proponent or Team Members are expected not to be employed by any Proponent or any Proponent Team Member or to financially benefit from the reference or success of the Proponent or Team Member in the RFQ and/ or RFP Process; and
  - (c) Incorrect or out of date contact information for a reference may negatively impact the evaluation.
- B42.11 The City may, in its sole discretion, interview any or all Proponents and Proponent Team Leads and other Team Members during the evaluation process to provide clarification or additional information in relation to its Qualification Submission. The City may adjust its scoring of a Proponent Qualification Submission based on the clarification information received by the City during the interview.
- B42.12 During the time period from the end of the RFQ Process until the issuance of the RFP, the City may, in its sole discretion, request any Proponent or Proponent Team Lead Member to confirm that there have been no material changes to the financial information submitted by the Proponent in its Qualification Submission.
- (a) If there have been any material changes to financial information contained in the Proponent's Qualification Submission, the Proponent shall provide details of such changes in accordance with any requirements the City may impose at that time;
  - (b) The City shall evaluate the new financial information submitted by the Proponent and may revise the Proponent's score and ranking to reflect the results of that evaluation; and
  - (c) If the Proponent's evaluation results in a change in its ranking, or in the Proponent not meeting the pass/fail threshold for B42.2(a), B42.2(g) and B42.2(h) the City may, in its sole discretion, invite a Reserve Prequalified Proponent, based on the rankings in this RFQ Process, to be added to the list of Prequalified Proponents to participate in the RFP Process, replacing the Proponent whose score or pass/fail result was re-evaluated.

- B42.13 During the time period from the Qualifications Submission Deadline until the issuance of the RFP, each Prequalified Proponent shall immediately report any material change to the financial or business information submitted by that Prequalified Proponent during the RFQ Process and shall resubmit the applicable financial information and business information as originally required by the terms of the RFQ, and the City will evaluate such re-submitted information.
- B42.14 If the financial or business information submitted in B36 and B37 results in the Prequalified Proponent not passing the Pass/Fail criteria for financial or business information, the City may, in its sole discretion, invite a Reserve Prequalified Proponent, based on the ranking in this RFQ Process, to replace the Proponent whose score or Pass/Fail status was re-evaluated and failed pursuant to the added financial or business information as evaluated by the City.

### **B43. EVALUATION PROCESS**

- B43.1 The City will not open Qualification Submissions publicly. The City will evaluate the Qualification Submissions in accordance with the following steps:
- (a) Step 1: The Qualification Submissions will be reviewed to determine whether they are substantially complete. The following will apply during a substantial completeness review:
    - (i) The substantial completeness review will assess whether all required information and forms have been substantially and accurately completed, and included in the Qualification Submission;
    - (ii) A Proponent's failure to provide a substantially complete Qualification Submission may result in the Qualification Submission not being further evaluated;
    - (iii) For the purposes of this RFQ Process, "substantially complete" means that all documents have been submitted as required by this RFQ and have been completed without any major gaps in the information, and
    - (iv) For clarity, "substantially complete" is not a test of "absolute completeness", and shall not be interpreted in a manner that restricts the City's rights under B39.
  - (b) Step 2: The evaluation teams established by the City will evaluate the relevant portions of those Qualification Submissions that pass the substantial completeness review. The teams will evaluate, score and rank the Qualification Submissions in accordance with the Evaluation Criteria set out in B42;
  - (c) Step 3: The City may, in its sole discretion, interview any or all Proponents during the evaluation process, to provide clarification information in relation to one or more Qualification Submissions;
  - (d) Step 4: Reference checks will be carried out for the Prequalified Proponents; and
  - (e) Step 5: With reference to B4.8 and B4.9 the City or Contact Person will contact all Proponents to inform them whether or not they were determined to be Prequalified Proponents.

## PART C - SECURITY CLEARANCE

### C1. SECURITY CLEARANCE

C1.1 Each individual on the Design Builder's team proposed to perform Work under the DB Agreement within the City facilities shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence and Public Safety Verification Checks. For clarity, Proponents attending the Site tour are required to obtain a Public Safety Verification Check as described in B6.6. Key Individuals on the Proponent's team that are pre-qualified in the RFQ process will be required to obtain security clearances during the RFP process.

- (a) Any cost or expense incurred by the Proponent that is associated with obtaining the required security clearances shall be borne solely by the Proponent.

C1.2 A Criminal Record Search Certificate can be obtained from one of the following;

- (a) 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 Contact Person, or
- (b) Using Sterling Talent Solutions, Proponents will need to setup a Sterling Talent Solutions 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 Sterling Talent Solutions;

- (i) Proponents must set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the Criminal Record Search Certificate with the City of Winnipeg;
  - (ii) Proponents will then be contacted by Sterling Talent Solutions 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 Proponents may contact the following Sterling Talent Solutions representative:  
  
Linda Ferens;  
email: [linda.ferens@sterlingts.com](mailto:linda.ferens@sterlingts.com)  
phone: (204) 999-0912; or
- (c) Filling out the Core of Commissionaires (Manitoba Division) form which can be obtained by visiting: <https://www.commissionaires.ca/en/manitoba/home>.

C1.3 Public Safety Verification Checks may be obtained from Sterling Talent Solutions as follows:

- (a) The Public Safety Verification Checks can be obtained from Sterling Talent Solutions, Proponents will need to setup a Sterling Talent Solutions account prior to requesting individual background checks. This process should be done 72 hrs 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 Sterling Talent Solutions.

- (i) Proponents must set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the Criminal Record Search Certificate with the City of Winnipeg;
- (ii) Proponents will then be contacted by Sterling Talent Solutions 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 Proponents may contact the following Sterling Talent Solutions representative:

Linda Ferens  
email: [linda.ferens@sterlingts.com](mailto:linda.ferens@sterlingts.com)  
phone: (204) 999-0912

- C1.4 Prior to the execution of the DB Agreement, and during the term of the DB Agreement if additional or replacement individuals are proposed to perform Work, the Proponent shall supply the Contact Person 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.
- C1.5 Any individual for whom a Criminal Record Search Certificate 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.
- C1.6 Any Criminal Record Search Certificate and Public Safety Verification Check obtained thereby will be deemed valid for the duration of the DB Agreement subject to a repeated records search as hereinafter specified.
- C1.7 Notwithstanding the foregoing, at any time during the term of the DB Agreement, 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.