



THE CITY OF WINNIPEG

TENDER

TENDER NO. 447-2020

PROVISION OF FLOOD MANUAL UPDATES

Attention Bidders:

Bids for this Tender are being accepted by mail, facsimile transmission or by email (See B8.4). No personal delivery or courier.

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF FLOOD MANUAL UPDATES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 2, 2020.

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

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

B3. BIDDERS' CONFERENCE

B3.1 The Contract Administrator will hold a Bidders' conference through MS Teams from 2:00 p.m. to 3:00 p.m. Winnipeg time on August 25, 2020.

(a) Please email the Contract Administrator to receive the meeting link.

B3.2 The Bidder is advised that, at the Bidders' Conference, staff from the City will showcase the Flood Manual's interface and functions.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' Conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.

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

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

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

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

(a) was known to the Bidder before receipt hereof; or

(b) becomes publicly known other than through the Bidder; or

(c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B7. SUBSTITUTES

B7.1 The Work is based on the materials, equipment, methods and products specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

- B7.5** The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6** The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1** The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7** If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8** If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9** No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID SUBMISSION

- B8.1** The Bid shall consist of the following components:
- (a) Form A: Bid; and
 - (b) Form B: Prices.
- B8.2** Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3** All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4** **The Bid Submission may be submitted by mail, facsimile transmission, or by email.**
- B8.5** If the Bid Submission is submitted by mail, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address, and shall be mailed to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.5.1** Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6** If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B8.6.1** The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B8.7** If the Bid Submission is submitted by email, it shall be submitted to purchasing@winnipeg.ca.

B8.8 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.

B8.9 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

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

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

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

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

B9.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

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

B10. PRICES

B10.1 The funds available for this Contract are \$160,000.

B10.2 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B10.3 The Bidder shall also state a separate price in Canadian funds for each of the items of Work on Form B: Prices.

B10.3.1 Where the lump sum price exceeds the funds available declared in B10.1, the City will remove items of Work on Form B: Prices until the funds available are exhausted.

- (a) Items will be removed starting with the last item on Form B: Prices. For example, Item No. 14 will be the first item to be removed, followed by Item No. 13, etc.

B10.3.2 Prices on Form B: Prices shall include:

- (a) all of the associated costs to successfully compile, deliver, and upload each item of the Work to the electronic Flood Manual document on the City of Winnipeg's development server that is used for the electronic Flood Manual document;
- (b) duty;
- (c) freight and cartage;
- (d) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (e) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B10.3.3 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B10.3.4 The Unit Prices given on Form B shall include all of the associated costs to successfully compile, deliver, and upload each item of the work to the electronic Flood Manual document on the City of Winnipeg's development server that is used for the electronic Flood Manual document.

B10.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) AECOM Canada Ltd.
 - (i) Has previously worked on the Flood Manual, including a major upgrade as part of RFP 1143-2014 and annual updates to the Flood Manual as part of RFP 321-2016.
- (b) KGS Group
 - (i) Has previously worked on the Flood Manual, including a major upgrade as part of RFP 1143-2014 and annual updates to the Flood Manual as part of RFP 321-2016.

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

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

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or

- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

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

B12.4 Without limiting B12.3, 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 Bidder 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.

B12.5 Without limiting B12.3, 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 Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and

- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have successfully created and uploaded flood protection procedures for an electronic manual or computer application; and
- (e) have direct experience with Winnipeg's hydraulic and hydrological conditions with regards to both the sewer system and rivers.

B13.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

- B15.1** The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid.
- B15.2** The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid.

B16. WITHDRAWAL OF BIDS

- B16.1** A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1** Notwithstanding C20, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2** The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B16.1.3** If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.
- B16.2** A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. EVALUATION OF BIDS

- B17.1** Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
 - (c) Bid Price; and
 - (d) economic analysis of any approved alternative pursuant to B7.
- B17.2** Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B17.3** Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.
- B17.4** Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B17.5 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

B18.4 Further to Paragraph 6 of Form A: Bid and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. BACKGROUND

- D2.1 Following the Flood of the Century in 1997, it was determined that the creation of a comprehensive Flood Manual document was required in order to facilitate the organized execution of operational tasks during flood events. The document was also intended to provide an information rich database for day-to-day operations.
- D2.2 In 2000, the City engaged in external consulting services to create the GIS based Flood Manual. Although the project was completed in 2003, it was quickly learned that the document was dynamic and required yearly updates. Yearly updates include the addition of new infrastructure upgrades, refinement of the existing manual and general operational changes and improvements. Regardless of its magnitude, each flood event is unique and therefore ongoing improvements and additions to the manual are required in order to keep the document current.
- D2.3 In 2017, a large upgrade was completed on the Flood Manual. This large upgrade included a major software upgrade that updated the entire user interface and moved data from an Oracle database to a SQL database. Further upgrades included raising the computational ceiling of the Flood Manual from James 25 ft. to James 27.5 ft., an improvement to updating flood procedures, a sandbag quantity estimator and incorporating a new PDF document search engine.
- D2.4 The City of Winnipeg is soliciting professional engineering services to make the required 2020 updates to the existing electronic Flood Manual document. This work is aimed at making the existing document current and at continuing this dynamic manual.

D3. SCOPE OF WORK

- D3.1 The Work to be done under the Contract shall consist of completing the upgrades to the City's existing electronic Flood Manual.

D4. DEFINITIONS

- D4.1 When used in this Tender:
- (a) **"External Agencies"** means properties that the City of Winnipeg notifies to deploy their private flood protection measures;
 - (b) **"FM"** means Flood Manual;
 - (c) **"FPS"** means Flood Pumping Station;
 - (d) **"GC"** means Gate Chamber;
 - (e) **"HEC-RAS"** means Hydrological Engineering Centers River Analysis System (Environmental Simulation Modelling);
 - (f) **"JAPSD"** means James Avenue Pump Station Datum;
 - (g) **"LDS"** means Land Drainage Sewer;
 - (h) **"MHS"** means Manhole Sealing;
 - (i) **"PDD"** means Procedure Descriptive Drawing;
 - (j) **"PG"** means Positive Gate;

- (k) **"PLD"** means Primary Line of Defence (Primary Dikes);
- (l) **"Proponent"** means any Person or Persons submitting a Proposal for Services;
- (m) **"Residential Isolation (RI)"** means the City will close sewer connections to properties when there is a potential flood to prevent basement flooding;
- (n) **"SAP"** means Section Action Plan;
- (o) **"SLD"** means Secondary Line of Defence;
- (p) **"SRB"** means Stormwater Retention Basin;
- (q) **"WWD"** means Water and Waste Department.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Travis Stephenson
Project Coordinator

Telephone No. 204-391-2675

Email Address: tstephenson@winnipeg.ca

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. NOTICES

D6.1 Except as provided for in C20.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.

D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

SCHEDULE OF WORK

D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7; and
 - (ii) evidence of the workers compensation coverage specified in C6.16.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

- D9.1 Goods shall be delivered as outlined in E2 f.o.b. destination, freight prepaid to the Contract Administrator identified in D5.

D10. COVID-19 SCHEDULE DELAYS

- D10.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D10.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D10.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D10.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D10.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D10.5 The Work schedule, including the durations identified in D9 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D10.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

MEASUREMENT AND PAYMENT

D11. INVOICES

- D11.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204-949-0864

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D11.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D12. PAYMENT

D12.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D13. PAYMENT SCHEDULE

D13.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D14. WARRANTY

D14.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. GOODS

- E2.1 The Contractor shall provide Flood Manual updates in accordance with the requirements hereinafter specified.
- E2.2 As stated in B10.3.2(a), Bidders are reminded that the unit prices given on Form B shall include all of the associated costs to successfully compile, deliver, and upload each item of the Work to the electronic Flood Manual document on the City of Winnipeg's development server that is used for the electronic Flood Manual document. Upload process will be dictated by City of Winnipeg IT.
- E2.3 The Contractor shall achieve Critical Stages of the Work in accordance with the following requirements:
- (a) Work outlined in E2.5 through E2.18 shall have drafts approved prior to December 1, 2020.
 - (b) Work outlined in E2.5 through E2.18 shall include the compiling of 2020 updates and complete entire upload to the WWD server as directed by WWD staff prior to December 31, 2020.
- E2.4 The Contractor shall ensure that:
- (a) For any changes to one section of the Flood Manual is reflected in all other relevant sections of the Flood Manual. For example, SAPs must be updated due to changes:
 - (b) For any drawings produced by the Contractor, the associated CAD files shall be provided to the City.
 - (c) For any PDF documents produced, the associated MS Word files shall be provided to the City.
 - (d) Any files used in the development of the work in this contract shall be provided to the City.
- E2.5 Item No. 1 – Flood Manual Update Scripts shall be as follows:
- (a) The City would like to be able to develop and test the Flood Manual updates on our test server and then move them to the production server for operational use. The Consultant needs to develop the scripts required to facilitate moving this information from the development server to the production server while maintaining the integrity of the databases. This task also includes training for IT staff.
- E2.6 Item No. 2 – Donald GC/FPS Isometric shall be as follows:
- (a) Create isometric drawing for the Donald GC/FPS based on existing as-built drawings.
- E2.7 Item No. 3 – Donald GC/FPS Procedure shall be as follows:
- (a) Review and revise existing procedures associated with Donald GC/FPS based on as-built drawings and upload record drawings.
 - (b) Create new procedures for permanent pumps, new gates, and weirs as necessary.
- E2.8 Item No. 4 – Fort Rouge GC/FPS Procedure shall be as follows:

- (a) Review and revise existing procedures associated with Fort Rouge Park GC/FPS based on as-built drawings and upload record drawings.
 - (b) Create new procedures for permanent pumps, new gates, and weirs as necessary.
- E2.9 Item No. 5 – McDermot GC Procedure shall be as follows:
 - (a) Review and revise existing procedures associated with McDermot GC based on as-built drawings and upload record drawings.
 - (b) Create new procedures for permanent pumps, new gates, and weirs as necessary.
- E2.10 Item No. 6 – Waverley West Pump Out Manhole shall be as follows:
 - (a) Review and revise temporary pumping procedure for Waverley West NE subdivision GC to include new pump out manhole.
- E2.11 Item No. 7 – Aqueduct Underdrain Manhole Procedure shall be as follows:
 - (a) Create three new EA procedures for Aqueduct Underdrain Manholes based on procedures 20052, 20053 and 20054.
 - (b) Assign property owner to responsibility of existing procedures.
 - (c) Review trigger/activation elevation for procedure 20052, current trigger/activation elevations appears incorrect.
- E2.12 Item No. 8 – Fort Rouge GC/FPS Isometric shall be as follows:
 - (a) Update Fort Rouge Park GC/FPS isometric drawing based on WWD comments and as-built drawings. The City will provide existing CAD files.
- E2.13 Item No. 9 – Laverendrye FPS Isometric shall be as follows:
 - (a) Update Laverendrye FPS isometric drawing based on WWD comments and as-built drawings. The City will provide existing CAD files.
- E2.14 Item No. 10 – Bannatyne FPS Isometric shall be as follows:
 - (a) Update Bannatyne FPS isometric drawing based on WWD comments and as-built drawings. The City will provide existing CAD files.
- E2.15 Item No. 11 – Colony FPS Isometric shall be as follows:
 - (a) Update Colony FPS isometric drawing to include the diversion structure. The City will provide existing CAD files.
- E2.16 Item No. 12 – Revise Pump Size shall be as follows:
 - (a) Revise the temporary pump size as directed by the City for procedures 10905 and 40224.
 - (b) Update associated documents (SAPs, resource quantities, etc.).
- E2.17 Item No. 13 – 5445 Roblin Blvd. Procedure shall be as follows:
 - (a) Review elevation triggers and vulnerabilities for the External Agency procedure at 5445 Roblin Boulevard and update procedures as necessary.
 - (b) City will provide necessary record drawings.
- E2.18 Item No. 14 – Turnbull Drive SLD Procedure shall be as follows:
 - (a) The SLD procedure of the temporary dike at Turnbull Drive is predicated on the river level calculated at River Location ID 328 which is upstream of the Floodway Inlet Control Structure. The critical elevation in the Turnbull Drive dike is located approximately 800 meters upstream from River Location ID 328 at which point the gradient of the river is not accounted for.
 - (b) The Consultant is to develop a Technical Memorandum that reviews the adequacy of existing river level calculation and associated procedure for the temporary dike at Turnbull Drive.

- (c) The Consultant is to develop a Technical Memorandum that also reviews the changes that would need to be implemented in the Flood Manual to account for river gradient upstream of the Inlet Control Structure.
- (d) The Consultant is to develop a Technical Memorandum that also provides a cost estimate to implement the recommendation in the future.