



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 200-2009

**FOR INNOVATIVE OPTIONS IN DESIGNING, BUILDING, FINANCING AND
MAINTENANCE OF FOUR FIRE PARAMEDIC STATIONS**

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **"Break Payment"** means the amount determined by the City to be payable to each Proponent for wasted proposal development costs in the event that the procurement process commenced by issuance of this RFQ is terminated by the City after issuance of the RFP at a time when the City recognizes that Proponents have expended significant time and effort preparing to respond to the RFP;
- (b) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) **"Calendar Day"** means the period from one midnight to the following midnight;
- (d) **"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;
- (e) **"City Council"** means the Council of the City of Winnipeg;
- (f) **"Commissioning Date"** means that date when construction of the contemplated Project is complete, and the Maintenance Term commences;
- (g) **"Contract"** means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (h) **"Contract Administrator"** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (i) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract;
- (j) **"DBFM"** means design, build, finance and maintain;
- (k) **"DBFM Agreement"** means the contract intended to be awarded for performance of the design, build, finance and maintain obligations required by the Project in the two stage procurement process commenced by issuance of this RFQ;
- (l) **"Hand-back Date"** means the date at the end of the Maintenance Term when the Project shall cease to be subject to the care and custody of any successful private sector Proponent under the intended DBFM Agreement so that possession and control of the Works shall revert entirely to the City;
- (m) **"LEED Silver Certification"** means receiving 33-38 points in the Leadership in Energy and Environmental Design program, in accordance with the current LEED Canada NC Version (1.0 at the time of posting this RFQ), following an independent review and an audit of selected credits.
- (n) **"Maintenance Term"** means the period to be fixed in the DBFM Agreement commencing on the Commissioning Date and continuing through to the Hand-back Date during which any Proponent successful in the RFP stage of this procurement process shall maintain the work of the Project in accordance with terms to be finalized in the DBFM Agreement;
- (o) **"may"** indicates an allowable action or feature which will not be evaluated;
- (p) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (q) **"P3"** means 'public-private-partnership' and is an acronym for a method for public sector procurement and contracting intended to solicit innovative solutions and engage a well-qualified team of private sector participants in the design, construction, long-term financing, operation and/or maintenance of large public infrastructure projects;

- (r) **“Person”** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (s) **“Proponent”** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (t) **“should”** indicates a desirable action or feature which will be evaluated on a relative scale;
- (u) **“Site”** means the lands and other places on, under, in or through which the work is to be performed;
- (v) **“Submission or Qualification Submission”** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (w) **“Submission Deadline”** means the time and date for final receipt of Submissions;
- (x) **“Substantial Performance”** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (y) **“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 Contract 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 Contract, including all Changes in Work which may be ordered as herein provided.

B2. EXECUTIVE SUMMARY

- B2.1 The Request for Qualifications (RFQ) herein documents the City's invitation to Proponents to present qualifications in accordance with the requirements identified in this RFQ for the construction and operation of up to four (4) new Fire Paramedic Stations for the Winnipeg Fire Paramedic Service (WFPS). Specifically, the City is inviting submissions from private sector firms, individually, or in consortium for innovative options for the financing, design, construction (inclusive of site work) and lease (inclusive of select operations and maintenance) of the four (4) Fire Paramedic Stations “the Project”.
- B2.2 The Public Service has identified the general vicinity in which the stations are to be located as follows: (also see Appendix A – Regional Geographic Boundaries for Development)

DEMOLISH AND REBUILD ON SITE

- (a) No. 18 Station 5000 Roblin Boulevard.

BUILD ON NEW SITE (to be proposed by Proponent in RFP)

- (b) Waverley Street/Kenaston Boulevard & Grant Avenue Area (Replaces No. 12 Station 1710 Grosvenor Avenue);
- (c) Portage Avenue and Berry Street Area (Replaces No. 11 Station 200 Berry Street); and
- (d) Bishop Grandin Boulevard and Lagimodiere Boulevard Area.

B3. BACKGROUND

- B3.1 The WFPS underwent a facilities condition audit in 2005. This audit determined that a number of our facilities were reaching the end of their useful life, and were due for replacement. Addressing the needs identified by the audit is one of the key goals of the WFPS. As well, our community continues to grow and change, and we must adapt in order to ensure continued prompt response times.
- B3.2 The WFPS is keenly aware of the importance of this initiative to Council and to citizens. We are sensitive to the need, in difficult economic times, to seek the best possible value. Above all, as always the safety of Winnipeggers is our primary goal.

B3.3 With these challenges in mind we are targeting the following areas for the development of new Fire Paramedic Stations: St. James, Charleswood, River Heights, and South St. Boniface.

B4. PROJECT OBJECTIVES

B4.1 The objectives of the Project are to:

- (a) provide up to four (4) new fire paramedic stations that meet all the operational requirements of the WFPS;
- (b) obtain competitively priced facilities; and
- (c) utilize private sector innovation and expertise to achieve implementation in a timely manner.

B4.1.1 It is anticipated that this procurement process will create a linkage between the valued fire protection services required by the citizens of Winnipeg and an effective and efficient process for acquiring the assets necessary for the delivery of those services.

B5. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

B5.1 The purpose of this RFQ is to:

- (a) identify and select experienced Proponents capable of meeting WFPS requirements of the Project in a cost effective and timely manner; and;
- (b) obtain accurate complete and comprehensive Submissions from potential Proponents that meet all the requirements contained in this RFQ.

B5.2 The City will, at its option, and based on information submitted by Proponents, choose procurement alternative(s) most advantageous for the City.

B5.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist up to six of the most qualified Proponents. Only those Proponents on the shortlist will be invited to further submit a more detailed proposal.

B6. SCOPE OF WORK

B6.1 The Work to be done under the proposed contract shall consist of designing, building, financing and maintenance of up to four (4) new Fire Paramedic Stations. Each Station will be approximately 650-850 square metres (7,000-9,000 square feet).

B6.1.1 It is anticipated that in response to the Request for Proposals (RFP), subsequent to this RFQ, Proponents would include such terms as annual rental rates, proposed lease term (25-30 years), additional leasehold improvement allowance including timing, and periodic purchase options exercisable at the discretion of the City.

B6.1.2 It is anticipated that critical requirements of the RFP will be that the Proponent:

- (a) has or is entitled to legal title to all sites proposed for development in the Project, at their sole cost and responsibility;
- (b) be responsible to ensure the sites meet all the requirements for the Project in relation to size, expansion capacity (if required), site access, environmental and geotechnical suitability, re-zoning or variance requirements, etc; and
- (c) include a provision by which the City will retain the right to re-use the design for future projects.

B6.2 The major components of the Work may include some or all of the following:

- (a) Identify properties for at least three (3) sites that will accommodate a three (3) bay drive-thru Fire Paramedic Station as identified in B2.2 and on Appendix A – Regional Geographic Boundaries for Development;

- (b) Design a Fire Paramedic Station in accordance with a Program of Requirements to be provided in the RFP (including LEED Silver Certification);
- (c) Build up to four (4) Fire Paramedic Stations;
- (d) Finance up to four (4) Fire Paramedic Stations for up to a 35 year term;
- (e) Maintain up to four (4) Fire Paramedic Stations for up to a 35 year term.

B7. PROPONENTS' CONFERENCE

- B7.1 The Contract Administrator will hold a Proponents' Conference at 2nd Floor, 510 Main Street, Administration Building from 1:30 p.m. to 3:30 p.m. Winnipeg Time on April 24, 2009 .
- B7.2 The Proponent is advised that, at the Proponents' Conference, they will have an opportunity to ask questions and receive clarifications regarding the Project.
- B7.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' Conference unless that information or interpretation is provided by the Contract Administrator in writing.
- B7.4 Proponents wishing to attend the Proponents' Conference should confirm their intention before April 22, 2009 to the Contract Administrator.

B8. PROJECT SCHEDULE

- B8.1 The City intends to complete the evaluation of the Qualification Submissions by May 22, 2009 and proceed with the issuance of the 1st stage of the RFP directly thereafter.
- B8.2 Details on the RFP schedule will be provided to the Proponents at the completion of the RFQ stage. The City intends to complete the RFP stage by August, 2009.

B9. RISK MATRIX

- B9.1 The following Risk Matrix identifies the principal risks the City foresees for the Project, and the City's allocation of those risks for management by the party(ies) best suited to carry them and the associated costs.

Risks and Responsibilities	Private Sector	City of Winnipeg
Identification of Potential Site(s)	X	X
Existing Site and Soil Condition(s)	X	
Geotechnical Assessment of Site(s)	X	
Permits/Authorizations	X	
Environmental Contamination Resulting from Project Construction	X	
Proposal(s) for most advantageous, best value design/construction	X	
Decision on site/design/construction		X
Specifications for minimum standards for Work(s)		X
Specifications for minimum standards for Maintenance		X
Specification for minimum Hand-back Conditions for Work(s)		X
Assessment of Longevity of Building(s)	X	
Design and Construction of City Approved Concept	X	
Construction Schedule/Delays	X	
Construction Cost Overruns	X	
Location of Public Utilities	X	
Financing of Project Costs to Commissioning Date	X	
Any necessary Traffic Management	X	
Maintenance of Work(s) for Agreed Term	X	
Public Communication re Project		X

B10. KEY DEAL PARAMETERS

B10.1 The following table is a sample of the Key Deal Parameters the City may consider to form the base terms in any Contract or DBFM Agreement that arises from the RFP.

Summary of Key Deal Parameters

Maintenance/Payout Term	<ul style="list-style-type: none">In range of 25 to 35 years, to be negotiated
Contract Model	<ul style="list-style-type: none">Design, Build, Finance, Maintain or other innovative options with risk allocations as identified in the Risk Matrix (B9)
Payment	<ul style="list-style-type: none">Annual Rent, payable in equal monthly instalmentsPurchase option at Total Performance and at the end of year ten (10), twenty (20) and the end of the lease term.
Early Completion/Liquidated Damages	<ul style="list-style-type: none">Consideration will be given to providing incentive to complete the Work(s) ahead of scheduleConsideration will be given to liquidated damages in the event that the Proponent is unable to accomplish Substantial Performance on or before the date establish in the Contract or DBFM Agreement
Performance Security	<ul style="list-style-type: none">In forms and amounts sufficient to protect the City during each phase of the Project
Janitorial, Snow Clearing, or other items during the Maintenance Term	<ul style="list-style-type: none">May be performed by the City rather than the Maintenance Member of the Team

B11. GENERAL CONDITIONS

B11.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.

B11.1.1 The *General Conditions for Construction* 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

B12. DBFM AGREEMENT

B12.1 If the City elects to proceed under the DBFM model, the City will issue a draft form of DBFM Agreement concurrently with the 2nd stage of the RFP. It will be based in large measure upon forms of agreements utilized on other successful P3 projects carried out in Canada. The City intends the DBFM Agreement to reflect the Key Deal Parameters (B10) and the Risk Matrix (B9), included in this RFQ.

B13. PROCUREMENT PROCESS

B13.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite up to six Proponents to participate in the first phase of the second stage of the procurement process, the RFP.

B13.2 Following completion of the RFQ stage, Proponents will be invited to provide detailed proposals in response to an RFP that will be structured following best practices used in other Canadian jurisdictions. The RFP will include two submission stages. The City will evaluate the detailed

proposals received from the Proponents after Stage 1 and select no more than three (3) Proponents to participate in the 2nd stage of the RFP process

- B13.3 After the final submission the City will evaluate the detailed proposals received from the Proponents and select the preferred Proponent for the purposes of concluding the Contract or DBFM Agreement.
- B13.4 Details on the RFP process will be provided to the Proponents at the completion of the RFQ stage.
- B13.5 An honorarium for proposal development costs of \$2,000.00 will be paid to each of the unsuccessful Proponents who have submitted a responsive proposal to the 1st Stage of the RFP and have agreed to transfer to the City all intellectual property rights (including waiving of moral rights) contained within the Proponent's proposal.
- B13.6 An honorarium for proposal development costs of \$5,000.00 will be paid to each of the unsuccessful Proponents who have submitted a responsive proposal to the 2nd Stage of the RFP and have agreed to transfer to the City all intellectual property rights (including waiving of moral rights) contained within the Proponent's proposal.
- B13.7 The preferred Proponent will not be paid the honorarium for the 2nd Stage of the RFP.
- B13.8 In the event that the City cancels the current procurement process for any reason, after issuance of the RFP, and after Proponents have incurred significant costs developing their proposals, the City will pay a Break Payment to each such Proponent of up to \$5,000.00 for proposal development costs provided that the Proponent first submits its proposal development work together with a transfer of all intellectual property rights (including waiver of moral rights).
- B13.9 The amount of the Break Payment will be proportionate to the amount of work completed and scheduled time expired for the RFP procurement process with maximum possible entitlement where cancellation occurs after final proposals have been submitted at the end of the RFP process.
- B13.10 Upon completion of the RFP stage, the City's Project Team intends to provide City Council with a recommendation for award of the Contract. Award of the Contract to the recommended Proponent will be subject to final approval by City Council.

B14. ENQUIRIES

- B14.1 All enquiries shall be directed to the Contract Administrator identified in B15.
- B14.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.
- B14.3 If the Proponent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B14.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B14.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B14.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B15 unless that response or interpretation is provided by the Contract Administrator in writing.

B15. CONTRACT ADMINISTRATOR

B15.1 The Contract Administrator is:

Reid Douglas
Deputy Chief, Support Services
Winnipeg Fire Paramedic Service
2nd Floor, 185 King Street
Winnipeg Manitoba R3B 1J1

Telephone No. (204) 986-3555
Facsimile No. (204) 986-7920
Email reiddouglas@winnipeg.ca

B16. CONFLICT OF INTEREST AND GOOD FAITH

B16.1 Proponents must not include among their team, any business entity or individual who is, or is associated with, in any way, any consultant retained by the City in relation to the Project, including but not limited to consultants providing engineering, architectural, legal, process, finance or financial capacity advice or any Person likely to create a conflict of interest or a perception of conflict of interest.

B16.2 If a Proponent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Proponent should fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

B16.3 The Proponent declares that in submitting its response to this RFQ, it does so in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect, as a result of the Proponents participation in this Project.

B16.4 Failure to comply with this provision may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B17. CONFIDENTIALITY AND PRIVACY

B17.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the City. The Proponent 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.

B17.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents 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 Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.

B17.3 To the extent permitted, the City shall treat all Submissions as confidential. However, the Proponent is advised that any information contained in any Submission may be released if required by City policy or procedures, by FIPPA, by other authorities having jurisdiction, or by law.

B17.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.

B17.5 All information will become and remain the property of the City; none will be returned. If the application contains any proprietary or trade secret information, said information must be indicated as such.

B18. NON-DISCLOSURE

B18.1 Proponents must not disclose any details pertaining to their RFQ and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents 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.

B18.2 Proponents are advised that an attempt on the part of any Proponent or any of its employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFQ solicitation, may lead to disqualification.

B19. NO COLLUSION

B19.1 Upon making a Submission to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B19.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B20. NO LOBBYING

B20.1 Any form of political or other lobbying whatsoever 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 your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B21. COMPLIANCE WITH LEGISLATION

B21.1 Proponents must respect all legislation governing their industry of activity and those of the parties to their business offering. Applicable legislation would include, but is not limited to, current municipal, provincial, federal and international laws governing regulations and licensing requirements enacted for the duration of the Project.

B22. CITY'S PROJECT TEAM

- B22.1 The City has appointed a Project Team to oversee all aspects of the procurement and construction of the Project.
- B22.2 The Project Team consists of the Contract Administrator assisted by key City staff.

SUBMISSION INSTRUCTIONS

B23. SUBMISSION DEADLINE

- B23.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 15, 2009.
- B23.2 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 B23.1.
- B23.3 Qualification Submissions will not be opened publicly.
- B23.4 Qualification Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned unopened.
- B23.5 The Qualification Submission should be submitted enclosed and sealed in an envelope clearly marked with the RFQ number and the Proponent's name and address.
- B23.6 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B23.7 Qualification Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B24. ADDENDA

- B24.1 The Contract Administrator 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.
- B24.2 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.
- (a) The Addenda will be available on the Bid Opportunities page at the Materials Management Division's website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B24.2.1 The Proponent is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division's website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B24.3 The Proponent should acknowledge receipt of each addendum on Form A: Request for Qualification Application.

B25. QUALIFICATION SUBMISSION

- B25.1 The Qualification Submission should, at a minimum, consist of the following components:
- (a) Form A: Request for Qualification Application (Section A);
- (b) Experience of Proponent (Section B);
- (c) Design/Construction Team (Section C);
- (d) Maintenance Team (Section D);
- (e) Financing Team (Section E); and

(f) Other Information required to evaluate qualifications for the option proposed.

B25.2 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive RFQ.

B25.3 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B35.1(a).

B25.4 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.

B25.5 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

Format

B25.6 Proponents should submit one (1) unbound original (marked "original") and six (6) copies plus one (1) copy in an MSOffice compatible electronic format on a standard CD. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.

B25.6.1 Each requirement should be addressed in a separate section clearly marked with the corresponding letter;

B25.6.2 Each section should contain no more than twenty (20) pages (standard 8.5x11 "), using a printing font with a 12 pitch. Any graphics included should be contained within the specified amount of pages.

B25.7 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff.

B26. FORM A: REQUEST FOR QUALIFICATION APPLICATION

B26.1 Further to B25.1(a), the Proponent shall complete Form A: Request for Qualifications Application, making all required entries.

B26.2 Paragraph 2 of Form A: Request for Qualifications Application shall be completed in accordance with the following requirements:

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

B26.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B26.2.

B26.3 In Paragraph 3 of Form A: Request for Qualifications Application, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.

B26.4 Paragraph 7 of Form A: Request for Qualification Application should be signed in accordance with the following requirements:

- (a) if the Proponent is sole proprietor carrying of business in his own name, it shall be signed by the Proponent;

- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his 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.

B26.5 The name and official capacity of all individuals signing Form A: Request for Qualification Application should be printed below such signatures.

B26.6 All signatures should be original.

B26.7 If a Submission is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Submission, shall be both jointly and several.

B27. EXPERIENCE OF PROPONENT

B27.1 Further to B25.1(b), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) by providing:

- (a) their organization, management and plan;
- (b) the names of key personnel proposed to be assigned to the Work and their experience in related projects;
- (c) the number of previous contracts similar in size and scope;
- (d) the details of the scope and value of each contract;
- (e) three (3) client references for recent projects similar in size and scope. Each reference should consist of a company name, contact name, email address, phone number and a brief description of the project.

B28. DESIGN/CONSTRUCTION TEAM

B28.1 Further to B25.1(c), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the design/construction team by providing:

- (a) their organization and plan;
- (b) the names of key personnel proposed to be assigned to the Work and their experience in related projects;
- (c) the number of previous contracts similar in size and scope;
- (d) the details of the scope and value of each contract;
- (e) three (3) client references for recent projects similar in size and scope. Each reference should consist of a company name, contact name, email address, phone number and a brief description of the project.

B29. MAINTENANCE TEAM

B29.1 Further to B25.1(d), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the maintenance team by providing:

- (a) their organization and plan;
- (b) the names of key personnel proposed to be assigned to the Work and their experience in related projects;
- (c) the number of previous contracts similar in size and scope;

- (d) the details of the scope and value of each contract;
- (e) three (3) client references for recent projects similar in size and scope. Each reference should consist of a company name, contact name, email address, phone number and a brief description of the project.

B30. FINANCING TEAM

B30.1 Further to B25.1(e), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the financing team by providing:

- (a) their organization and plan;
- (b) the names of key personnel proposed to be assigned to the Work and their experience in related projects;
- (c) the number of previous contracts similar in size and scope;
- (d) the details of the scope and value of each contract;
- (e) three (3) client references for recent projects similar in size and scope. Each reference should consist of a company name, contact name, email address, phone number and a brief description of the project.

B31. OTHER INFORMATION

B31.1 Further to B25.1(f), the Proponent should submit other information that may be pertinent to the innovative option being proposed. The Proponent should submit all information required for the City to evaluate the proposed option.

B32. SUBSTITUTIONS

B32.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute Person. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B33. NON-CONFORMING SUBMISSIONS

B33.1 Notwithstanding B25.1, with the exception of B23.4, 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 opinion, the non-conformance is immaterial; or
- (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.

B33.1.1 If the non-conformance is an omission, the City may, at its discretion, give the Proponent up to five (5) Business Days to supply the omitted material.

B33.2 If the requested information is not submitted by the time specified in B33.1.1, the Submission will be determined to be non-responsive.

B34. PROPONENT'S COSTS AND EXPENSES

B34.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

EVALUATION

B35. EVALUATION CRITERIA

B35.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

EVALUATION CATEGORY	WEIGHTING (%)
(a) Conformance to Mandatory Requirements or acceptable deviation therefrom.	Pass/Fail
(b) Experience of Proponent(s)	25
(c) Design/Construction Team	35
(d) Maintenance Team	20
(e) Financing Team	20
Total	100

B35.2 Further to B35.1(a) and B33, the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B35.3 Further to B35.1(b), experience shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, experience of key personnel and project experience.

B35.4 Further to B35.1(c), the design/construction team shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, experience of key personnel and project experience.

B35.5 Further to B35.1(d), the maintenance team shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, experience of key personnel and project experience.

B35.6 Further to B35.1(e), the financing team shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, experience of key personnel and project experience.

B35.7 Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

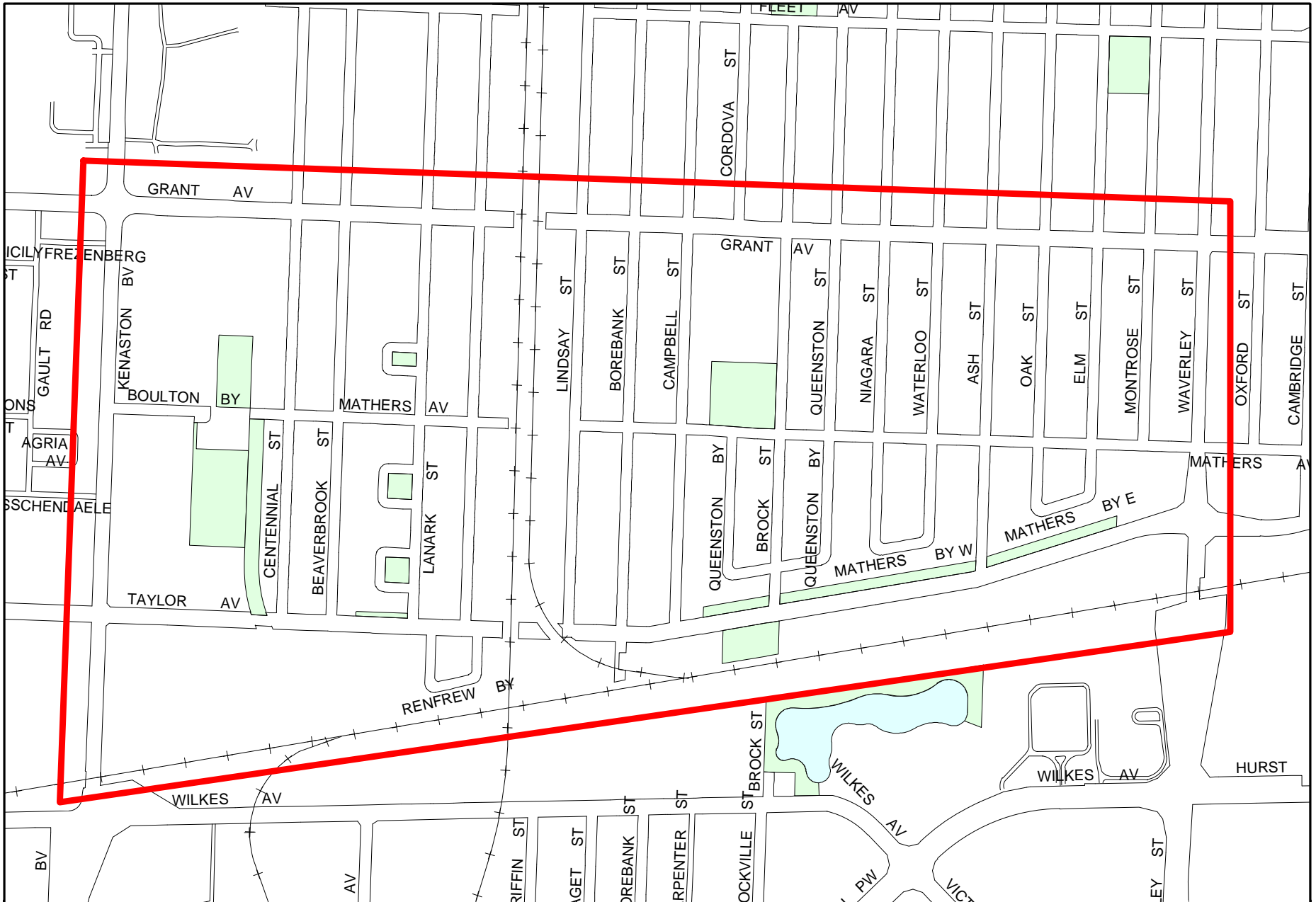
B35.8 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.

- B35.9 The City may, in its sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to its Submission.
- B35.10 In order for any Submission to be considered qualified, the Submission must obtain a minimum of 60% of the points for each category.

B36. NO CONTRACT

- B36.1 By submitting a Qualification Submission and participating in the process as outlined in this 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. The City will have no obligation to enter into negotiations or a Contract with a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Submissions are determined to be responsive.
- B36.2 The City reserves the right and the full power to give notice in writing of any change to its Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the RFP, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.
- B36.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- B36.4 If the City proceeds to request a more detailed proposal, only to Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:
- (a) only one Submission is received; or
 - (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.
- B36.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B36.6 Following the conclusion of the RFQ process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.

**APPENDIX A - Regional Geographic Boundaries for Development
WaverlyStreet/Kenaston Boulevard & Grant Avenue Area**

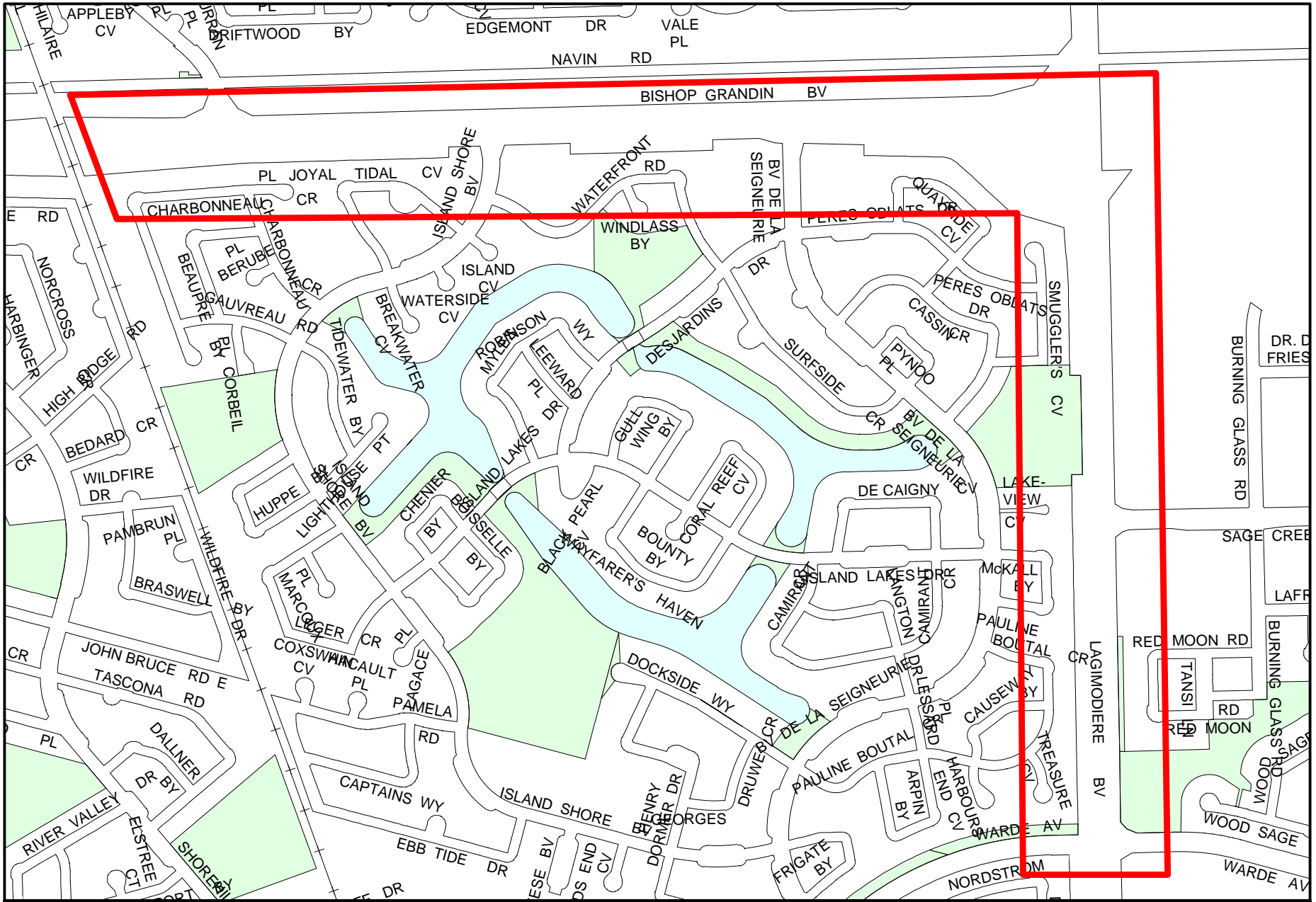


NOTE:
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**CITY OF WINNIPEG
MATERIALS MANAGEMENT DIVISION**



**APPENDIX A - Regional Geographic Boundaries for Development
Bishop Grandin Boulevard & Lagimodiere Boulevard Area**



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**CITY OF WINNIPEG
MATERIALS MANAGEMENT DIVISION**



APPENDIX A - Regional Geographic Boundaries for Development Portage Avenue & Berry Street Area



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