



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 707-2011

for the Design-Build of the Winnipeg Transit Bus Parking and Servicing Garage

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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) "**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;
- (g) "**Contract Administrator**" means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (h) "**Contractor**" means the person undertaking the performance of the work under the terms of the Contract;
- (i) "**DB**" means design, build;
- (j) "**DB Agreement**" means the contract intended to be awarded for performance of the design, build required by the Project in the two stage procurement process commenced by issuance of this RFQ;
- (k) "**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.
- (l) "**may**" indicates an allowable action or feature which will not be evaluated;
- (m) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (n) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (o) "**Proponent**" means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (p) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (q) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (r) "**Submission or Qualification Submission**" means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (s) "**Submission Deadline**" means the time and date for final receipt of Submissions;
- (t) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;

- (u) **“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 City of Winnipeg Public Service has received Council approval to proceed with procurement of a Transit Bus Parking and Servicing Garage (the Project). It is expected that this Project will be delivered through a Design-Build process. In order to facilitate delivery of this Project, the City is seeking to qualify Design-Build firms and companies, or groups of companies and firms interested in participating in this Project.
- B2.2 The proposed Transit Garage Facility will be built on the south side of Brandon Avenue between the new Southwest Rapid Transit Corridor Roadway and Argue Street. A preliminary plan of the site is shown in Appendix A.

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 started 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 kilometers.
- B3.2 The City of Winnipeg has a population of over 650,000. 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 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 2010. Their term of office ends in 2014.
- B3.4 The administrative structure for the City is a Chief Administrative Officer (CAO) providing overall supervision for the following departments: Corporate Finance, Assessment and Taxation, Corporate Support Services, Community Services, Fire Paramedic Service, Winnipeg Police Service, Public Works, Transit, Water and Waste, and Planning, Property and Development and other special operating agencies.

B4. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B4.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents to design, build and commission a Transit Bus Parking and Servicing Garage.
- B4.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B4.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist qualified Proponents. Only those Proponents on the shortlist will be invited to further submit a more detailed proposal.

B5. SCOPE OF WORK

- B5.1 The Work to be done under the proposed contract shall consist of the design; construction and commissioning of a Transit bus garage with the capacity to park and service one hundred and thirty five (135) regular forty foot transit buses. It is anticipated that sixty foot articulated buses will be added to Transit's fleet in the future and the garage must efficiently accommodate these types of buses when required. The garage will be located on the property commonly known as the Fort Rouge Rail Yards between Brandon Avenue and Arnold Avenue. The procurement will be turn key and will include all necessary equipment and fixtures for a fully functional parking and servicing garage at the completion of the Contract. The garage is expected to be approximately 125,000 sq. ft. in size.
- B5.2 The major components of the design and construction work, by the successful Proponent of the Request for Proposals (RFP), will include but not be limited to the following:
- (a) Site survey to finalize required offsets from adjoining properties and to mark the location of underground services;
 - (b) Geotechnical survey;
 - (c) Environmental impact study;
 - (d) Schematic design;
 - (e) Relocate existing underground services as required;
 - (f) Proponents submission with review by the City at the RFP submission and 99% completion;
 - (g) Provide a preconstruction public open house to inform area residents of the final design of the facility and measures taken to address concerns expressed at the pre-design open house;
 - (h) Prepare construction documents for all architectural, civil, structural, mechanical, electrical, site services and landscaping elements in conformance with functional space program and design guidelines. Such services to be provided by professionals registered in the Province of Manitoba;
 - (i) Secure all permits, approvals, inspections and certifications required for the construction of the facility;
 - (j) Supply all materials, manuals, training, commissioning, equipment, labour, management and supervision to construct and commission the facility;
 - (k) Supply necessary management resources, tools and equipment to ensure the timely completion of the project within the price bid;
 - (l) Provide warranty repair service for all building components during the one year warranty period;
 - (m) Design the Transit Bus Servicing and Parking Garage in accordance with a Program of Requirements to be provided in the RFP (including LEED Silver Certification).

B6. GENERAL CONDITIONS

- B6.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- B6.1.1 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/matmgmt/gen_cond.stm

B7. PROPONENTS' CONFERENCE

- B7.1 The Contract Administrator will hold a Proponents' Conference in the second floor conference room at 421 Osborne St. from 9:00 to 10:00 on September 16, 2011.

- B7.1.1 Further to B1.1, the Contract Administrator or an authorized representative will conduct a Site tour for Proponents from 10:00 to 10:30 on September 16, 2011 to provide Proponents access to the Site.
- B7.1.2 Proponents wishing to attend the Proponents' Conference and/or Site tour should confirm their intention before September 15, 2011 to the Contract Administrator.
- B7.2 The Proponent is advised that at the Proponents' Conference, they will have the opportunity to ask questions to 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 attendance at the Proponents Conference is not mandatory.

B8. PROJECT SCHEDULE

- B8.1 The City intends to complete the evaluation of the Qualification Submissions by October 7, 2011 and proceed with the issuance of an RFP by November 10, 2011.
- 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 and award the Contract March 23, 2012.
- B8.3 Estimated Preliminary Schedule:

| Phase | Approximate Date(s) |
|--|---------------------|
| 1. RFQ Submission Deadline | September 30, 2011 |
| 2. Evaluation/Shortlist of Proponents | October 7, 2011 |
| 3. RFP Issuance | November 10, 2011 |
| 4. RFP Submission Deadline | January 13, 2012 |
| 4. Evaluation/Selection of Proponent | February 24, 2012 |
| 5. Award of Contract | March 23, 2012 |
| 6. Substantial Performance of Transit Parking Garage | December 28, 2012 |
| 7. Substantial Performance of Bus Servicing Process Equipment | June 28, 2013 |
| 8. Total Performance of Transit Bus Parking and Servicing Garage | July 26, 2013 |

B9. PROCUREMENT PROCESS

- B9.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite shortlisted Proponents to participate in the second stage of the procurement process, the RFP.
- B9.2 Following completion of the RFQ stage, successful 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 City will evaluate the detailed proposals received from the Proponents and select the preferred Proponent for the purposes of concluding the RFP process.
- B9.3 Details on the RFP process will be provided to the successful Proponents at the completion of the RFQ stage.

- B9.4 An honorarium for proposal development costs of \$ 20,000 will be paid to each of the unsuccessful Proponents who have submitted a responsive proposal to 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.
- B9.5 The selected Proponent will not be paid the honorarium. The successful Proponent will pay the unsuccessful Proponents. These costs shall be allocated in each proponent's fees.
- B9.6 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 \$ 20,000 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).
- B9.7 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.
- B9.8 The selected Proponent will be required to provide and maintain a 50% performance security from the award of contract to the completion of the warranty period.
- B9.9 Proponents will be required to submit a fixed price in response to the RFP. The fixed price will not be changed unless the City changes the scope of the Project.
- B9.10 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.

B10. ENQUIRIES

- B10.1 All enquiries shall be directed to the Contract Administrator identified in B11.
- B10.2 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.
- B10.3 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.
- B10.4 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B10.5 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.
- B10.6 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.
- B10.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B10 unless that response or interpretation is provided by the Contract Administrator in writing.

B11. CONTRACT ADMINISTRATOR

- B11.1 The Contract Administrator is:
Dillon Consulting Limited as represented by:
Dave Krahn, P. Eng.
Owner Advocate/Project Manager

DKrahn@dillon.ca
Telephone No. (204) 453-2301 ext. 4046
Facsimile No. (204) 452-4412

B12. ADDENDA

- B12.1 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.
- B12.2 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>
- B12.2.1 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.
- B12.3 The Proponent should acknowledge receipt of each addendum on Form A: Request for Qualification Application.

B13. CONFLICT OF INTEREST AND GOOD FAITH

- B13.1 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.
- B13.2 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.
- B13.3 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.
- B13.4 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.

B14. CONFIDENTIALITY AND PRIVACY

- B14.1 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.

- B14.2 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.
- B14.3 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.
- B14.4 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.
- B14.5 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.

B15. NON-DISCLOSURE

- B15.1 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.
- B15.2 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.

B16. NO COLLUSION

- B16.1 Upon making a Submission to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.
- B16.2 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.

B17. NO LOBBYING

- B17.1 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.

B18. ELIGIBILITY

B18.1 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Proponent participating in this RFQ or subsequent RFP.

B19. COMPLIANCE WITH LEGISLATION

B19.1 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.

SUBMISSION INSTRUCTIONS

B20. SUBMISSION DEADLINE

- B20.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 30, 2011.
- B20.2 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 B20.1.
- B20.3 Qualification Submissions will not be opened publicly.
- B20.4 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.
- B20.5 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.
- B20.6 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B20.7 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

B21. QUALIFICATION SUBMISSION

- B21.1 The Qualification Submission should 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) Project Methodology/Design Philosophy (Section D);
- B21.2 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.
- B21.3 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document may be cause for rejection in accordance with B30.2.
- B21.4 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.

B21.5 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

Format

B21.6 Proponents should submit one (1) unbound original (marked "original") and three (3) copies plus one (1) copy in an MSOffice compatible electronic format on a standard CD or other acceptable digital data transfer device, i.e. data stick. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.

- (a) Each component should be addressed in a separate section clearly marked with the corresponding letter as per item B21.1;
- (b) Each component 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;

B21.7 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 and external advisors.

B22. FORM A: REQUEST FOR QUALIFICATION APPLICATION

B22.1 Further to B21.1(a), the Proponent shall complete Form A: Request for Qualifications Application, making all required entries.

B22.2 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.

B22.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B22.2.

B22.3 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.

B22.4 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.

B22.5 The name and official capacity of all individuals signing Form A: Request for Qualification Application should be printed below such signatures.

B22.6 All signatures should be original.

B22.7 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.

B23. EXPERIENCE OF PROPONENT TEAM

B23.1 Further to B21.1(b), the Proponent should submit information in sufficient detail for the City to evaluate the experience of the Design and Construction members of the Proponent’s team by providing:

- (a) their organization, management and plan;
- (b) a minimum of three reference projects, each for design and construction, similar in size and scope, performed in the last five to seven years;
- (c) the details of the scope and value, including the role of the Proponent team member, for each project provided in B23.1(b);
- (d) individual references for each of the reference projects provided in B23.1(b). Each reference should consist of a company name, contact name, email address, phone number. References will be used to confirm the information provided.

B24. EXPERIENCE OF DESIGN/CONSTRUCTION KEY PERSONNEL

B24.1 Further to B21.1(c), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the design/construction key personnel by providing:

- (a) the professional experience and qualifications of each key individual;
- (b) the percentage of time each individual will work on specific elements of the project;
- (c) a minimum of three reference projects for each key individual, similar in size and scope, performed in the last five to seven years;
- (d) the details of the scope and value, including the role of the key individual, for each project provided in B24.1(c);
- (e) individual references for each of the reference projects provided in B24.1(c). Each reference should consist of a company name, contact name, email address, phone number and a brief description of the project. References will be used to confirm the information provided.

B25. PROJECT METHODOLOGY/DESIGN PHILOSOPHY

B25.1 Further to B21.1(d), the Proponent should submit information in sufficient detail for the City to evaluate the team’s proposed approach to delivering the project by providing:

- (a) their philosophy and approach;
- (b) their proposed methodology for quality control/quality assurance;
- (c) their proposed methodology for organizing and managing the project;
- (d) their proposed methodology for commissioning and services during the warranty period.

B26. GENERAL QUALIFICATIONS

B26.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; 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.

B26.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B26.3 The Proponent 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);

B26.4 Further to B26.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B26.5 The Proponent 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 Proponent and of any proposed Subcontractor.

B26.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B27. SUBSTITUTIONS

B27.1 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.

B28. NON-CONFORMING SUBMISSIONS

B28.1 Notwithstanding B21.1, with the exception of B20.4, 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.

B28.1.1 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.

B28.2 If the requested information is not submitted by the time specified in B28.1.1, the Submission will be determined to be non-responsive.

B29. PROPONENT'S COSTS AND EXPENSES

B29.1 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

B30. EVALUATION CRITERIA

B30.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

| EVALUATION CATEGORY | WEIGHTING (%) |
|--|----------------------|
| (a) Experience of Proponent(s) Team I. Organization, Management and Plan. II. Three projects similar in scope and value in the last 5 - 7 years, including role of the team member. | 35 |
| (b) Experience of Design/Construction Key Personnel I. the professional experience and qualifications of each key individual; II. the percentage of time each individual will work on specific elements of the Project; III. three reference projects for each key individual, similar in size and scope, performed in the last five to seven years, including the role of the key individual | 45 |
| (c) Project Methodology/Design Philosophy I. Philosophy and approach II. Proposed Methodology for quality control/quality assurance III. Proposed methodology for organizing and managing the Project IV. methodology for commissioning and services during the warranty Period | 20 |
| TOTAL | 100 |

B30.2 Further to B28, 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.

B30.3 Further to B30.1(a), the experience of the Proponent's team shall be evaluated considering the response to B23, including information submitted in reference to the Proponent's organization and plan, and project experience submitted.

B30.4 Further to B30.1(b), the experience of design/construction key personnel shall be evaluated considering the response to B24, including information submitted in reference to the, professional experience and qualifications, time allotment for the Project and project experience of key personnel.

B30.5 Further to B30.1(c), the project methodology/design philosophy will be evaluated considering the response to B25, including information submitted in reference to the Proponent's philosophy and approach, proposed methodology for quality control and assurance, for organizing and managing the Project, and for commissioning and services during the warranty period.

- B30.6 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.
- B30.7 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.
- B30.8 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.
- B30.9 In order for any Submission to be considered qualified, the Submission must obtain a minimum of 60% of the points for each category.
- B31. NO CONTRACT**
- B31.1 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.
- B31.2 Although it is the intention of the City to establish a short-list of Proponents to participate in the RFP stage of the procurement process, 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.
- B31.3 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.
- B31.4 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.
- B31.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B31.6 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
