



**THE CITY OF WINNIPEG**

# **REQUEST FOR QUALIFICATION**

**RFQ NO. 5-2023**

**REQUEST FOR QUALIFICATION FOR THE RESTORATION OF BOULEVARD  
UTILITY CUTS**

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## PART B - REQUEST FOR QUALIFICATION INFORMATION

### B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) **"Calendar Day"** means the period from one midnight to the following midnight;
- (c) **"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;
- (d) **"City Council"** means the Council of the City of Winnipeg;
- (e) **"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;
- (f) **"Contract Administrator"** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (g) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract;
- (h) **"Cut"** means any excavation made or damages caused to a surface;
- (i) **"may"** indicates an allowable action or feature which will not be evaluated;
- (j) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (k) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (l) **"Proponent"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (m) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (n) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (o) **"Sod"** means turf grass sod with a mineral soil layer;
- (p) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (q) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (r) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (s) **"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. BACKGROUND

B2.1 Various contractors, including city forces, (Water, Sewer, Communication Utility, etc.) make cuts within the City's grassed boulevards, medians, and/or privately-owned grassed areas. The City

of Winnipeg is tendering the restoration of boulevard cuts in order to expedite the restoration in an efficient manner.

### **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 For information on City demographics, refer to the City of Winnipeg web site at: [https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1\\_2019.pdf](https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf)
- B3.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>
- B3.4 For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: <https://winnipeg.ca/interhom/toc/departments.asp>
- B3.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

### **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 restore boulevards damaged during the utility excavation process within the City of Winnipeg.
- 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 up to three of the most 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 subsequent Contract shall consist of restoring multiple utility cuts within boulevards, medians, and other grassed areas with sod and/or topsoil and seed in designated areas of the City.
- B5.2 The major components of the Work are as follows:
- (a) Excavation and removal of excess subsoil material from the cut restoration area.
  - (b) Supply, placement and compaction of suitable backfill material in accordance with CW3110.
  - (c) Grading of cut restoration area in accordance with CW3110.
  - (d) Placement of topsoil, finish grading and rolling in accordance with CW3540.
  - (e) Placement of sod in accordance with CW3510, SD-243.
  - (f) Placement of seed in accordance with CW3520.
  - (g) Watering and rolling sod and seed in accordance with CW3510.
  - (h) Site Clean-up
  - (i) Thirty (30) Day Maintenance Period, maintenance of sod and seed areas.

- (j) Installation, replacement and/or regrading of patio blocks in accordance with CW3110, CW3330, SD-240A.

B5.3 All specifications included with the Request for Quotation shall govern over The City of Winnipeg Standard Construction Specifications available at <https://winnipeg.ca/matmgt/spec>.

B5.4 The Work shall be done on an “as required” basis during the term of this Contract.

B5.5 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator.

## **B6. PROCUREMENT PROCESS**

B6.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite a minimum of three Proponents on the short list to participate in the second stage of the procurement process, issuing Request for Quotations for bidding on the projects for work described under B6 Scope of Work.

B6.2 Following completion of the RFQ stage, Proponents will be invited to provide bids in response to Requests for Quotation that will list locations and describe the work required at each location. The Contract Administrator will evaluate the bids received from the Proponents and select the lowest price for the purposes of concluding the Contract.

B6.3 Upon completion of each project’s Request for Quotation, the Contract Administrator intends to provide a purchase order to the recommended Contractor, which will be subjected to final award authority approval.

## **B7. DISCLOSURE**

B7.1 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.

B7.2 The Persons are:

- (a) N/A

## **B8. CONFLICT OF INTEREST AND GOOD FAITH**

B8.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B8.2 Conflict of Interest means any situation or circumstance where a Proponent or employee of the Proponent 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 Proponent’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 their participation in the RFQ 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 RFQ process) of strategic and/or material relevance to the RFQ process or to the Work that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B8.3 In connection with their Bid, each entity identified in B8.2 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 RFQ 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.

B8.4 Without limiting B8.3, the City may, in their 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 their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B8.5 Without limiting B8.3, 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 their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their 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 their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B8.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their 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.

B8.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

## **B9. ENQUIRIES**

B9.1 All enquiries shall be directed to the Contract Administrator identified in B10.

B9.2 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.

B9.3 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.

B9.4 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.

B9.5 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.

B9.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B7 unless that response or interpretation is provided by the Contract Administrator in writing.

B9.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

#### **B10. CONTRACT ADMINISTRATOR**

B10.1 The Contract Administrator is:  
Jessica Wyborn  
Technologist II  
Telephone No. 204-794-4382  
Email Address: JWyborn@winnipeg.ca

#### **B11. ADDENDA**

B11.1 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.

B11.2 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.

B11.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

B11.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B11.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.

B11.6 Notwithstanding B9, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B10.

#### **B12. CONFIDENTIALITY AND PRIVACY**

B12.1 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 Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or



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

- B12.2 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.
- B12.3 The Proponent is advised that any information contained in any Submission 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).
- B12.4 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 their internal review process and to provide such copies to their staff and/or external advisors and representatives.
- B12.5 The City reserves the right to post the names of the shortlisted Proponents, or otherwise make this information public at the end of the RFQ selection process.
- B12.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

### **B13. NON-DISCLOSURE**

- B13.1 Proponents must not disclose any details pertaining to their Qualification Submission 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.
- B13.2 Proponents are advised that an attempt on the part of any Proponent or any of their 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, may lead to disqualification.

### **B14. NO COLLUSION**

- B14.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.
- B14.2 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.

### **B15. NO LOBBYING**

- B15.1 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.

## **B16. ELIGIBILITY**

B16.1 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.

## **B17. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION**

B17.1 Qualification Submissions will not be opened publicly.

B17.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B17.3 The Proponent is advised that any information contained in any Qualification Submission 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).

B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

## **SUBMISSION INSTRUCTIONS**

### **B18. SUBMISSION DEADLINE**

B18.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 3, 2023.

B18.2 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 B18.1.

### **B19. QUALIFICATION SUBMISSION**

B19.1 The Qualification Submission should consist of the following components:

- (a) Form A: Qualification Submission (Section A);
- (b) Form B: Qualification Questionnaire (Section B).

B19.2 The Qualification shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B19.2.1 Qualifications will **only** be accepted electronically through MERX.

B19.3 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.

B19.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B28.1(a).

B19.5 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.

B19.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

B19.7 The City reserves the right to make additional copies of all Submissions for their internal review process and to provide such copies to their staff and external advisors.

**B20. FORM A: QUALIFICATION SUBMISSION**

B20.1 Further to B19.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.

B20.2 Paragraph 2 of Form A: Qualification Submission shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B20.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B20.2.

B20.3 In Paragraph 3 of Form A: Qualification Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.

B20.4 Paragraph 7 of Form A: Qualification Submission should be signed in accordance with the following requirements:

- (a) if the Proponent is sole proprietor carrying of business in their 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 their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their 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.

B20.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B20.6 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.

**B21. FORM B: QUALIFICATION QUESTIONNAIRE**

B21.1 Further to B19.1(b), the Proponent should submit information in sufficient detail **Form B: Qualification Questionnaire** for the City to evaluate the qualifications of the Proponent(s) by providing:

- (a) List of key personal that will be performing work. Each should consist of: contact name, years of experience and type of restorations performed;
- (b) Physical address and (if applicable) name of completed projects. The projects listed should be similar in size, scope, and complexity;
- (c) Details of scope, value of each contract, and completion date;
- (d) Company name (owner), name of client, phone number, and email address;

- (e) Three (3) references for recent projects (if different from above) similar in size and scope. Each reference should consist of an Organization, contact name, email address, phone number, project name, location, a brief description of the project, date of completion, and value of project;
- (f) Type and quantity of equipment to be used to carry out works under the proposed Contract.
  - (i) Track equipment shall not be used
  - (ii) The Contractor shall use a wheeled excavator capable of directly loading and unloading materials from delivery/hauling equipment to the cut restoration site.

## **B22. QUALIFICATION**

B22.1 Further to B19.1(b) the Proponent shall:

- (a) Undertake to be in good standing under the The Corporations Act (Manitoba), or properly registered under The Business Names Registrations 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 items 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.

B22.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>.

B22.3 The Proponent and 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.

B22.4 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall have:

- (a) *2023 Streets By-law License No. 1481/77*
- (b) Attended a seminar for the *Manual of Temporary Traffic Control* within the last three years.
- (c) Evidence of registration and in good standing with the *Workers Compensation Board of Manitoba*
- (d) Direct deposit application form submitted to Treasury at [FIN-EFT-Advice@winnipeg.ca](mailto:FIN-EFT-Advice@winnipeg.ca)

B22.5 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.

## **B23. WORKPLACE SAFETY AND HEALTH QUALIFICATION**

B23.1 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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
  - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ 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/>).

## **B24. UNFAIR LABOUR PRACTICES**

- B24.1 The Contractor declares that in bidding for the Work and in entering into a Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang--en/index.htm> conventions as ratified by Canada.
- B24.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- B24.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- B24.4 Failure to provide the evidence required under B24.3, may be determined to be an event of default in accordance with C18.
- B24.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
  - B24.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
  - B24.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause B24.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
  - B24.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred

following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

**B25. SUBSTITUTIONS**

B25.1 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.

**B26. NON-CONFORMING SUBMISSIONS**

B26.1 Notwithstanding B19.1, if a Proponent’s Submission is not strictly in accordance with any provision of this RFQ, the City may, at their 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.

B26.1.1 If the non-conformance is an omission, the City may, at their discretion, give the Proponent up to five (5) Business Days to supply the omitted material.

B26.2 If the requested information is not submitted by the time specified in B26.1.1, the Submission will be determined to be non-responsive.

**B27. PROPONENT’S COSTS AND EXPENSES**

B27.1 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**

**B28. EVALUATION CRITERIA**

B28.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

<b>EVALUATION CATEGORY</b>	<b>WEIGHTING (%)</b>
(a) Conformance to Submission Requirements or acceptable deviation therefrom.	<b>Pass/Fail</b>
(b) Experience of Proponent(s)	100
(i) Landscaping/ Restoration Experience	30
(ii) Key Personnel Experience	35
(iii) References	35
(c) List of equipment	<b>Pass/Fail</b>
<b>Total SCORE</b>	<b>100</b>

- B28.2 Further to B28.1(a) and B26, 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.
- B28.3 Further to B28.1(b), Experience of Proponent shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted, in accordance with B21.
- B28.4 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.
- B28.5 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 their team.
- B28.6 The City may, in their sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to their Submission.
- B28.7 Further to B28.3 a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 50% of the points for each category.
- B28.7.1 Further to B28.7 a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 80% of the points for all categories combined.

## **B29. INTERVIEWS**

- B29.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

## **B30. NO CONTRACT**

- B30.1 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.
- B30.2 Although it is the intention of the City to establish a shortlist 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 their 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.
- B30.3 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.
- B30.4 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.
- B30.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.

B30.6 Following the conclusion of the procurement process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.



## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to any work performed as a result of this Request for Qualifications.
- C0.1.1 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Qualification opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the General Conditions for Construction, these Supplemental Conditions are applicable to the Work of the Contract.

#### **D2. SUSPENSION AND REMOVAL FROM THE PRE-QUALIFIED LIST**

D2.1 Suspension and/or removal from the Pre-qualified list may be made by the Contract Administrator, at their sole discretion, for any failure on the part of the Contractor to meet any of the obligations in the work resulting from this Request for Qualification.

### **SUBMISSIONS**

#### **D3. AUTHORITY TO CARRY ON BUSINESS**

D3.1 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.

#### **D4. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D4.1 Further to B23.1, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B23.1.

### **SCHEDULE OF WORK**

#### **D5. COMMENCEMENT**

D5.1 The Contractor shall not commence any Work that results from this Request for Qualifications until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence that the Contractor is 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;
  - (ii) evidence of the Workplace Safety and Health Program specified in D4;
  - (iii) when requested, evidence of COR, SECOR or independent review specified in B23.1;
  - (iv) evidence of licensing approval under By-Law 1481/77 as outlined in B22.4; and
  - (v) the direct deposit application form specified in B22.4(d).

D5.2 The Contractor shall commence Work by date indicated in the Request for Quotation issued to qualified contractors.

- D5.3 For each site, the Contract Administrator will provide the Contractor with the permit number, location, scope of work, and restoration size. If the Contractor disagrees with the information provided, they are to contact the Contract Administrator before proceeding with the Work.
- D5.4 Approvals for restoration limit changes will not be given retroactively and all costs incurred by the Contractor by exceeding restoration limits without approval will be borne by the Contractor.
- D5.5 All changes to restoration limits need approval from the City in form of an email.
- D5.6 The Contractor shall be responsible to request and obtain all additional utility clearances and lane closures, if required.
- D5.7 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponents equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponents equipment and facilities are adequate to perform the Work.

## **D6. TOTAL PERFORMANCE**

- D6.1 The Contractor shall achieve Total Performance by date indicated in the Request for Quotation issued to qualified Contractors.
- D6.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by and at the sole expense of the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D6.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Purchase Order is the date on which Total Performance has been achieved.
- D6.4 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

## **CONTROL OF WORK**

### **D7. INSPECTION**

- D7.1 When the Contractor or the Contract Administrator considers the Work to meet the criteria for the Termination of Maintenance Period, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying that Work meets criteria for the Termination of Maintenance Period. Any defects or deficiencies in the Work noted during that inspection shall be remedied by and at the sole expense of the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D7.2 The Contractor shall pay the City a twenty-five-dollar (\$25.00) re-inspection fee for each restoration that does not meet the criteria for the Termination of Maintenance Period at time of re-inspection.
- D7.3 The City may reduce any payment to the Contractor by the amount owed to the City.

## MEASUREMENT AND PAYMENT

### D8. INVOICES

- D8.1 Contractor shall submit an invoice for each Round of Work performed to the Contract Administrator indicated in B10.
- D8.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) invoice number;
  - (c) invoice date;
  - (d) type and quantity of work performed;
  - (e) subtotal amount, GST, PST and total shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D8.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D9. PAYMENT

- D9.1 Further to C12 of *The General Conditions for Construction*, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).