



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 990-2023A

**QUALIFYING MICROTUNNELLING CONTRACTORS FOR CONSTRUCTION OF
~1,080 M OF 1200 MM INTERCEPTOR SEWER - CENTREPORT SOUTH REGIONAL
WATER AND WASTEWATER SERVICING PHASE 1A (CONTRACT 3)**

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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) "**may**" indicates an allowable action or feature which will not be evaluated;
- (i) "**Microtunnelling**" means a remotely controlled, guided, pipe jacking process that provides continuous support to the excavation face and uses a pressurized bentonite slurry spoil removal system. The microtunnelling process does not require routine personnel entry into the tunnel. A key element of microtunnelling is the ability to control the stability of the face by applying fluid and mechanical pressure to balance the earth and groundwater pressures.
- (j) "**Microtunnelling Boring Machine (MTBM)**" means a remote-controlled, guided slurry shield that provides continuous support to the excavation face. The MTBM is operated from a control container located on the ground surface.
- (k) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (l) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (m) "**Proponent**" means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (n) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (o) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (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. EXECUTIVE SUMMARY

- B2.1 City of Winnipeg Public Service has received Council approval to proceed with procurement of the CentrePort South Regional Water and Wastewater Servicing Phase 1A program. The program includes four (4) contracts to expand regional sewer and water infrastructure to the northwest portion of the City within CentrePort Canada. The work is planned to be tendered under four (4) contracts. Contract 3 (the current project) represents the installation of approximately 1,080 m of 1200 mm Internal Diameter Interceptor Sewer.
- B2.2 The City of Winnipeg (the "City") invites the submission of a statement of qualifications from interested Microtunnelling Contractors, for the provision of contracting services for the Construction of the 1200mm internal diameter Interceptor Sewer.
- B2.3 The purpose of the Request for Qualification is to create a shortlist of approved Microtunnelling contractors with the appropriate experience and expertise in microtunnelling 1200mm diameter pipe.
- B2.4 The City intends to issue Tender 990-2023B for the Construction of the 1200mm internal diameter Interceptor Sewer following completion of the prequalification process.
- B2.5 Only those Proponents duly notified as being successfully qualified through this Request for Qualification process will be permitted to submit bids for Tender 990-2023B in accordance with the tunnelling method they have been prequalified for.
- B2.6 By responding to this Request for Qualifications, and if shortlisted as stated in the evaluation process, the Bidder agrees to have their name and contact information listed in the Tender as an approved Contractor for the Work.
- B2.7 Microtunnelling Contractors must be approved as being qualified in microtunnelling through this RFQ 990-2023A to submit a bid for Tender 990-2023B.

B3. BACKGROUND

- B3.1 CentrePort Canada is North America's largest tri-modal port shared between the City of Winnipeg and the RM of Rosser. The goal of this project is to bring regional water and wastewater infrastructure to the southern portions of CentrePort Canada (CentrePort South) located within the City of Winnipeg. These lands, previously referred to as Airport Area West (AAW), will ultimately result in an additional 1,457 hectares of serviced lands planned for commercial and residential development.
- B3.2 The first phase of the CentrePort Program (referred to as Phase 1A) includes four (4) separate construction contracts. The current project (Contract 3) is to install the 1200 mm interceptor sewer to collect the wastewater and direct it to a future wastewater lift station being constructed under a separate contract.
- B3.3 As part of the current project, the working shaft located at MH-06 (location of the future wetwell/drywell) is intended to remain in place at the end of construction and be carried over and used for the future Lift Station Contract. The microtunnelling contractor selected for the current project (Contract 3) will be responsible for design and installation of the MH-06 shaft so that it captures the minimum required footprint identified for the future wetwell and drywell installation works (Reference Appendix D – Future Lift Station Figure).
- B3.4 Microtunnelling is required to construct the new 1200 mm internal diameter interceptor sewer. The Reference Drawings showing the preliminary horizontal alignment and vertical profile are attached in Appendix A.

B3.5 The City is creating a shortlist of approved Microtunnelling Contractors to include in the Tender for 990-2023B.

B4. SITE SPECIFIC CONDITIONS

B4.1 Winnipeg's geographical location results in highly variable seasonal temperatures that may affect construction. During the winter the ground freezes to approximately 2.5 meters depth, and the impact of low temperatures must be considered for construction methods, equipment operation and rates of production.

B4.2 Winnipeg is located beneath what was once glacial Lake Agassiz, and lies in a flood plain at the confluence of the Red and Assiniboine Rivers, which influences both the geotechnical and hydrologic characteristics of the region.

B4.3 A geotechnical investigation was undertaken to determine soil stratigraphy and evaluate the competency of the underlying bedrock including strength, hardness, extent of fracture, water bearing potential and rock quality designation index. The findings of the geotechnical investigation are summarized in the attached Geotechnical Data Report (GDR) and presented in Appendix B.

B4.4 A Geotechnical Baseline Report (GBR) which addresses subsurface conditions has been developed for the project, which is being provided to Proponents, and will form part of the Contract. A draft version of the GBR is attached as Appendix C.

B4.5 The City will obtain temporary construction access agreements on privately owned lands as shown on the Drawings to facilitate shaft construction and laydown areas.

B5. WINNIPEG

B5.1 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.

B5.2 For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf

B5.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>

B5.4 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>

B5.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

B6. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

B6.1 The purpose of this Request for Qualifications (RFQ) 990-2023A is to identify experienced and capable Proponents with the appropriate microtunnelling expertise necessary to successfully execute the Work of Tender 990-2023B. To qualify, the Proponent must:

- (a) Demonstrate an understanding of the project objectives, and have a team to provide the necessary expertise to successfully complete the Work.
- (b) Have the minimum amount of experience identified in B26.

B6.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.

B6.3 Once approved, the successful Proponents will be listed in Tender 990-2023B as qualified Microtunnelling Contractors. Only proponents who have gone through the prequalification process, and who have been prequalified will be eligible to submit bids for Tender 990-2023B.

B7. SCOPE OF WORK

B7.1 The Work to be done under the subsequent Contract shall consist of the installation of a 1200mm internal diameter interceptor sewer that is approximately 1,080 meters in four (4) drives with varying lengths. The microtunnel drives will include at least one drive where the microtunnel will transition from the underlain fractured bedrock to the overburden till layers.

B7.2 The interceptor sewer being installed under Tender 990-2023B shall be installed using microtunnelling methods.

B7.3 The Scope of Work is identified in the Preliminary Drawings attached to this RFQ in Appendix A. Proponents are advised that the attached information is preliminary and subject to final modifications. A full final set of documents will be issued under Tender 990-2023B for the final bidding process.

B8. GENERAL CONDITIONS

B8.1 The *General Conditions for Construction* (Revision 2020 01 31) are applicable to the Work of the Contract.

B8.1.1 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

B9. PROJECT SCHEDULE

B9.1 The City intends to complete the evaluation of the Qualification Submissions by February 22, 2024 and proceed with the issuance of an Tender by February 29, 2024.

B9.2 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Submission Date	February 23, 2024
2. Anticipated Date of Notification to Successful Proponents	March 1, 2024
3. Anticipated Issuance Date of Tender 990-2023B	Early March 2024
4. Anticipated Close Date for Tender 990-2023B	Early April 2024
5. Anticipated Award	June 2024
6. Anticipated Construction	Summer 2024 to Fall 2025

B10. PROCUREMENT PROCESS

B10.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite qualified Bidders to participate in the second stage of the procurement process, the Tender.

B10.2 All RFQ Submissions shall be evaluated in accordance with this Request for Qualification.

B10.3 The City holds the right to contact any or all Bidders during the evaluation process to confirm the information provided.

B10.4 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.

B11. DISCLOSURE

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

B11.2 The Persons are:

- (a) Ward and Burke Microtunnelling Ltd. – Budgeting and Constructability
- (b) The Tunneling Company Inc. – Budgeting and Constructability

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a 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.

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

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the 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.

B12.4 Without limiting B12.3, 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.

- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in 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 B12.4 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.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. ENQUIRIES

- B13.1 All enquiries shall be directed to the Contract Administrator identified in B14.
- B13.2 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.
- B13.3 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.
- B13.4 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.
- B13.5 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.
- B13.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B11 unless that response or interpretation is provided by the Contract Administrator in writing.
- B13.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B14. CONTRACT ADMINISTRATOR

- B14.1 The Contract Administrator is KGS Group, represented by:
Nicole Vidal, C.E.T.

Municipal Engineering Technologist
Telephone No. 204-896-1209
Email Address: NVidal@ksggroup.com

B15. ADDENDA

- B15.1 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.
- B15.2 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.
- B15.3 Addenda will be available on the MERX website at www.merx.com.
- B15.4 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.
- B15.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B15.6 Notwithstanding B13, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B14.

B16. CONFIDENTIALITY AND PRIVACY

- B16.1 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.
- B16.2 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.
- B16.3 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).
- B16.4 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.
- B16.5 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.

B16.6 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.

B17. NON-DISCLOSURE

B17.1 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.

B17.2 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.

B18. NO COLLUSION

B18.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B18.2 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 Tender has been issued, from the Tender process.

B19. NO LOBBYING

B19.1 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 Tender has been issued, disqualification from the Tender process.

B20. ELIGIBILITY

B20.1 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 Tender.

B21. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B21.1 Qualification Submissions will not be opened publicly.

B21.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at www.merx.com.

B21.3 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).

B21.3.1 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.

- B21.4 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

B22. SUBMISSION DEADLINE

- B22.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 23, 2024.
- B22.2 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 B22.1.

B23. QUALIFICATION SUBMISSION

- B23.1 The Qualification Submission should consist of the following components:
- (a) Form A: Qualification Submission;
 - (b) Form B: Understanding of Project and Key Issues;
 - (c) Form C: Past Performance on Similar Projects;
- B23.2 The Qualification shall be submitted electronically through MERX at www.merx.com.
- B23.2.1 Qualifications will **only** be accepted electronically through MERX.
- B23.3 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.
- B23.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B31.1.
- B23.5 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.
- B23.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

Format

- B23.7 The Qualification Submission should be a clear and concise presentation of the required information. Each page shall be single sided, 8.5 x 11, 10-point Arial font, single line spacing.
- (a) Additional pages may be included with Form B, not to exceed ten (10) pages.
 - (b) Additional pages may be included with Form C, not to exceed ten (10) pages.
- B23.8 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.

B24. FORM A: QUALIFICATION SUBMISSION

- B24.1 Further to B23.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.
- B24.2 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.

B24.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B24.2.

B24.3 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.

B24.4 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.

B24.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B24.6 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.

B25. FORM B: UNDERSTANDING OF PROJECT AND KEY ISSUES

B25.1 The Bidder shall demonstrate an understanding of the Work and ability to complete the Work described herein and presented within the appended documents utilizing their understanding of the microtunnelling requirements, project issues, and the Bidder's approach to ensuring the success of the interceptor sewer installation. The information shall be provided on Form B and include responses to the main headings below:

- (a) Project Understanding
 - (i) Provide an understanding of the project objectives, key issues and risk factors.
- (b) Microtunnelling Methodology
 - (i) Submit an overview of the method that will be used to complete the interceptor sewer installation by the Bidder for the Work associated with Tender 990-2023B. Specifically include the following:
 - (i) Proposed microtunnel boring machine and jacking equipment;
 - (ii) Tunnel navigation equipment;
 - (iii) Cutterhead type;
 - (iv) Lubrication equipment;
 - (v) Separation equipment;
 - (vi) Reinforced concrete jacking pipe; and
 - (vii) Support of excavation methodology for all working shafts

- ◆ Including support of excavation methodology for the working shaft at the future wetwell/drywell location with consideration for the minimum required footprint to support the installation of the wetwell and drywell for the future Lift Station Contract (as shown in Appendix D – Future Lift Station Figure).
- (c) Corporate Profile & Staff Experience
- (i) Include company office location, number of employees, working geography, number of years the company has been operating, company experience, and number of microtunnelling projects within the last 5 years.
 - (ii) Bidders shall submit sufficient information including resumes to assess the following key personnel that will be assigned to this project:
 - ◆ Project Manager (10 Years of Related Experience)
 - ◆ Project Superintendent (15 Years of Related Experience)
 - ◆ Lead Operator (10 Years of Related Experience)
 - (iii) Minimum years of experience required for each key personnel is listed above. Project Superintendent and Project Manager shall be listed as key personnel in two (2) of the three (3) reference projects provided on Form C.
 - (iv) Provide safety record including Workers Compensation Board (WCB) rates compared to industry average as well as Lost Time Index (LTI) rates.

B26. FORM C: PAST PERFORMANCE ON SIMILAR PROJECTS

- B26.1 Further to B23.1(c), the Bidder should submit information in sufficient detail for the City to evaluate the qualifications of the Bidder(s) construction experience by providing:
- (a) Past installations of comparable size undertaken within the last five (5) years. Listing a minimum of three (3) projects is required to qualify for acceptable scoring. The three (3) projects must meet the following requirements:
 - (i) All project examples must be of successful microtunnelling installations greater than or equal to 1200mm inside diameter.
 - (ii) two of the three projects listed must include microtunnelling installation through bedrock.
 - (iii) one of the three projects listed must include horizontally curved alignments.
 - (iv) one of the three projects must include shaft construction in overburden soils and into underlain bedrock.
 - (v) two of the three projects must include microtunnel drives 300 m in length (minimum).
 - (vi) two of the three must have been installed on grade (within 50mm of design grade) as a gravity installation.
 - (vii) identify relevant key company personnel from Form B that were involved in the projects. Refer to (B25.1(c)(ii)).
 - (viii) provide current client/owner references with contact names, email addresses and telephone numbers for each of the above projects. References will be checked as part of the evaluation process.
- B26.2 Additional information for the referenced projects such as project descriptions, soil conditions, pipe materials, and special features may be included in the Appendices, up to a maximum of ten (10) pages.

B27. WORKPLACE SAFETY AND HEALTH QUALIFICATION (CONSTRUCTION AND MAINTENANCE TEAM MEMBERS)

- B27.1 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/>).

B28. SUBSTITUTIONS

- B28.1 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 Tender has been issued, from the Tender process.

B29. NON-CONFORMING SUBMISSIONS

- B29.1 Notwithstanding B23.1, 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.
- B29.1.1 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.
- B29.2 If the requested information is not submitted by the time specified in B29.1.1, the Submission will be determined to be non-responsive.

B30. PROPONENT'S COSTS AND EXPENSES

- B30.1 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

B31. EVALUATION CRITERIA

B31.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

EVALUATION CATEGORY	WEIGHTING (%)	
(a) Form A: Qualification Submission	To be completed in accordance with B24	Pass/Fail
(b) Form B: Understanding of Project and Key Issues (i) Project Understanding (ii) Microtunnelling Methodology (iii) Corporate Profile & Staff Experience	To be completed in accordance with B25	30 30 40
(c) Form C: Past Performance on Similar Projects	To be completed in accordance with B26	Pass/Fail
Total SCORE		100

- B31.2 Further to B31.1 and B29, 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.
- B31.3 Further to B31.1(a) and B23, 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.
- B31.4 Further to B31.1(b), understanding of project and key issues shall be evaluated considering the information submitted in reference to the Bidder's understanding of the project and key issues information submitted in accordance with B25.
- B31.5 Further to B31.1(c), past performance on similar projects shall be evaluated considering past performance using the information submitted in reference to the past performance on similar projects and references submitted in accordance with B26.
- B31.6 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.
- B31.7 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 their team.
- B31.8 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.
- B31.9 Further to B31.1(b), a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 70% of the points in the category.

B32. NO CONTRACT

- B32.1 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.
- B32.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the Tender 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 Tender, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.
- B32.3 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.
- B32.4 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.
- B32.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B32.6 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.