



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 442-2019

CONSTRUCTION OF BILL AND HELEN NORRIE LIBRARY AT 15 POSEIDON BAY

TABLE OF CONTENTS

PART A – REQUEST FOR QUALIFICATION APPLICATION

Form A: Request for Qualification Application	1
---	---

PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. Definitions	1
B2. Executive Summary	2
B3. Background	2
B4. Winnipeg	3
B5. Purpose of the Request for Qualifications Document	3
B6. Scope of Work	4
B7. General Conditions	4
B8. Project Schedule	4
B9. Procurement Process	4
B10. Disclosure	5
B11. Conflict of Interest and Good Faith	5
B12. Enquiries	6
B13. Contract Administrator	7
B14. Addenda	7
B15. Confidentiality And Privacy	7
B16. Non-Disclosure	8
B17. No Collusion	8
B18. No Lobbying	8
B19. Eligibility	9
B20. Opening of Qualification Submissions and Release of Information	9
Submission Instructions	
B21. Submission Deadline	9
B22. Qualification Submission	10
B23. Form A: Request for Qualification Application (Section A)	10
B24. Form B: Proponent General Information and Project Experience (section B)	11
B25. Evidence of Bonding Capacity, Insurance, Safety, Workers Compensation, And Authority to Carry on Business (Section C)	11
B26. Substitutions	13
B27. Non-Conforming Submissions	13
B28. Proponent's Costs and Expenses	13
Evaluation	
B29. Evaluation Criteria	13
B30. No Contract	14

APPENDIX A

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) **"Commissioning Date"** means that date when construction of the contemplated Project is complete, and the Maintenance Term commences;
- (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) **"Hand-back Date"** means the date at the end of the Maintenance Term when the Project shall cease to be subject to the care and custody of any successful private sector Proponent under the intended DBFM Agreement so that possession and control of the Works shall revert entirely to the City;
- (j) **"may"** indicates an allowable action or feature which will not be evaluated;
- (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 construction of the Bill and Helen Norrie Library at 15 Poseidon Bay (the Project), which will replace the River Heights Library.
- B2.2 Project Description & Building Concept
- B2.3 Inspired by Rooster Town history and local residential context in which typical home typologies were monoslope or Gable roof in form, the new Bill and Helen Norrie Library is perceived as a 'big house' with gable roof to respect its dense residential community. The building layout groups building services, work areas, washrooms and staff room along Cambridge Avenue while placing large open-volume spaces facing Grant Avenue and the forested site beyond north of Pan Am Pool. The library has two main entries; one off the public parking lot and approach from Recreation campus as well as a public entrance from Grant Avenue providing a circulation link through the public building. At the Grant Avenue entrance a large seating low feature anchors the site approach and provides a seating area for rest and waiting for public transportation. Ample bike storage is provided coupled with accessible walking paths connecting public sidewalks to library nodes and circulation beyond to the Grant Park Recreation Campus including the Pan Am Pool and recently built accessible playground to the east.
- B2.4 Clear transparent glazing is located along east and west axes to maintain visual connection through and out of the library and to connect the outdoors to indoors. Along Grant Avenue the children area has a series of custom playhouses strung together in a 'village' concept to provide seating areas for play, reading and writing. Playhouses that resemble the library form and residential typology complete with screened features of wood, steel or patterned fabric.
- B2.5 Areas within the building reflect experiences of a home; sitting on the front porch, working and reading at a dining table, sitting and talking in the living room or celebrating and playing on the back patio. The library is a place to gather, interact and grow the community. The library is a social hub and a beacon to the Grant Park Recreation Campus beyond. Programmatically a Multi-Purpose Room (MPR) is adjoined by an exterior patio space to provide extended opportunities for events, maker spaces and additional reading and playing space for the library. The living room is featured by an interior/exterior fireplace surrounded by seating on the inside and outside to extend seasonal use on the porch and exterior reading garden area.
- B2.6 The building is designed to meet and achieve Green Globes certification.

B3. BACKGROUND

- B3.1 The existing River Heights Library located at 1520 Corydon Avenue is an 8,285 square foot single storey structure constructed in 1961. Statistics provided by Library Services indicate that the River Heights Library branch is currently the 4th busiest in the City of Winnipeg. In 2016 the library was visited 123,318 times with 3,525 children, youth and adults attending programs, and 279,038 items checked out. The building is well integrated into the community and has a dedicated local user base. However the structure has a number of issues related to its size, accessibility, condition, and age.
- B3.2 The City of Winnipeg Library Redevelopment Strategy (2013) identifies a contemporary vision for libraries that are larger, universally accessible facilities, designed to accommodate current library automation, more diverse programming and mobile technology. The City of Winnipeg has identified the target level of service is one (1) library for every 30,000 people. Today's libraries are community hubs, and must be designed for program flexibility to meet the changing needs of library users. Given the current size of the River Heights Library, there is no room and little opportunity to expand to meet these standards and priorities. A building assessment and site tour with library administration revealed other specific challenges at this library branch to include:
- (a) recent past closures due to continuing structural issues;

- (b) does not meet accessibility legislation or current building codes;
- (c) many building systems are at the end of their useful life;
- (d) minimal public parking and no designated staff parking; lack of program space;
- (e) insufficient space for the addition of an elevator or parking lots;
- (f) building systems (mechanical and electrical systems) at end-of-life;
- (g) risks to service associated with future closures.

In general, the River Heights library is in need of significant upgrades due the age of the building, The existing facility is not aligned with current City of Winnipeg accessibility legislation and has limited site parking for public and staff. Significant upgrades required to the facility to meet current Manitoba Building Code and Model National Energy Code for Buildings standards. This is supported by the City of Winnipeg Library Assets Funding Report which identifies recommended upgrades and budget cost. The replacement of the River Heights Library has been identified as one of several projects in the Library Services' Library Facility Redevelopment Strategy (LFRS) as approved by City Council on January 29, 2013.

In 2014, discussion developed around possible investment strategies including an opportunity to build on the synergies of existing amenities by co-locating on a Grant Park Recreation Campus.

In 2016/2017 a study was undertaken to determine community support for the development of the campus model. The study confirmed public support for building a new library at the Grant Park Recreation Campus (See attached Public Engagement Summary).

B4. WINNIPEG

- B4.1 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.
- B4.2 For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf
- B4.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>
- B4.4 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>
- B4.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

B5. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B5.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents to successfully deliver the Project.
- B5.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B5.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist up to five of the most qualified Proponents. Only those Proponents on the shortlist will be invited to further submit a more detailed proposal.

B6. SCOPE OF WORK

- B6.1 B6.1 The Work to be done under the proposed contract shall consist of a new standalone 14,000 square foot, steel frame, one-storey library building on undeveloped land on the northwest corner of the Grant Park Recreation Campus. The new library building program includes a staff lounge and work areas, services counter, public washroom facilities, and an open collections area with tutorial rooms and an MPR. The site will be developed to incorporate a new private approach and 47 new dedicated library parking stalls northwest of the existing pan-am pool.
- B6.2 The major components of the Work are as follows:
- (a) Foundations;
 - (b) Superstructure;
 - (c) Building Envelope;
 - (d) Interior partitions and finishes;
 - (e) Mechanical systems;
 - (f) Electrical systems; and
 - (g) Site work including grading, drainage, utilities, services, and hard and soft landscaping.
- B6.3 Indicative drawings showing the design intent for the new library are attached in Appendix A.

B7. GENERAL CONDITIONS

- B7.1 The *General Conditions for Construction* (Revision 2019 01 15) are applicable to the Work of the Contract.
- B7.1.1 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

B8. PROJECT SCHEDULE

- B8.1 The City intends to complete the evaluation of the Qualification Submissions by July 5, 2019 and proceed with the issuance of a Tender by July 9, 2019.
- B8.2 Details on the Tender schedule will be provided to the Proponents at the completion of the RFQ stage. The City intends to complete the Tender stage by early September 2019.

B8.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Process	June 19, 2019 to July 3, 2019
2. Evaluation/Shortlist of Proponents	July 3, 2019 to July 8, 2019
3. Tender Open Period	July 10, 2019 to July 24, 2019
5. Contract Award	Early September 2019
6. Construction	September 2019 to October 2020
7. Substantial Performance	October 2020

B9. PROCUREMENT PROCESS

- B9.1 The first stage of the procurement process for the Project is this RFQ.

- (a) The City intends to invite no more than five Proponents to participate in the second stage of the procurement process, the Tender.
- (b) The City holds the right to contact any or all Proponents during the evaluation process to confirm the information provided; and
- (c) The City, in its sole discretion, may interview any or all Proponents during the evaluation process to provide clarification or additional information in relation to its Submission.

B9.2 The second stage of the procurement process for the Project is the Tender.

- (a) Only those Proponents on the shortlist will be invited to bid on the future Tender 542-2019; and
- (b) Details on the Tender process will be provided to the Proponents at the completion of the RFQ stage.

B9.3 Upon completion of the Tender 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 contractor will be subject to final approval by City Council.

B10. DISCLOSURE

B10.1 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.

B10.2 The Persons are:

- (a) LM Architectural Group
 - (i) Architectural design; Prime Consultant
- (b) Tower Engineering Group
 - (i) Structural, Mechanical and Electrical Engineering design
- (c) HTFC Planning and Design
 - (i) Landscape design
- (d) Sison Blackburn Consulting Inc.
 - (i) Civil engineering services
- (e) MORR Transportation Consulting Ltd.
 - (i) Transportation consulting
- (f) Footprint S+A Sustainability
 - (i) Energy consulting; Green Globes certification agent
- (g) GWH Construction Management Services (GWH)
 - (i) Cost consulting

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 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 its 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.

B11.3 In connection with its Bid, each entity identified in B11.2 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.

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B12. ENQUIRIES

B12.1 All enquiries shall be directed to the Contract Administrator identified in B13.

- B12.2 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.
- B12.3 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.
- B12.4 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.
- B12.5 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.
- B12.6 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.

B13. CONTRACT ADMINISTRATOR

- B13.1 The Contract Administrator is:
Maria Petsa
Asset Strategic Investment Planner
Telephone No. 204- 391-5205
Email Address: mpetsa@winnipeg.ca

B14. ADDENDA

- B14.1 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.
- B14.2 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>
- B14.3 The Proponent is responsible for ensuring that he/she 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.
- B14.4 The Proponent should acknowledge receipt of each addendum on Form A: Request for Qualification Application.
- B14.5 Notwithstanding B12, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B13.

B15. CONFIDENTIALITY AND PRIVACY

- B15.1 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.

- B15.2 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.
- B15.3 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).
- B15.4 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.
- B15.5 The City reserves the right to post the names of the shortlisted Proponents on its website, or otherwise make this information public at the end of the RFQ selection process.
- B15.6 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.

B16. NON-DISCLOSURE

- B16.1 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.
- B16.2 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.

B17. NO COLLUSION

- B17.1 Upon making a Submission to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.
- B17.2 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.

B18. NO LOBBYING

- B18.1 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.

B19. ELIGIBILITY

B19.1 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.

B20. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B20.1 Qualification Submissions will not be opened publicly.

B20.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B20.3 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).

B20.3.1 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.

B20.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

SUBMISSION INSTRUCTIONS

B21. SUBMISSION DEADLINE

B21.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 3, 2019.

B21.2 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 B21.1.

B21.3 Qualification Submissions will not be opened publicly.

B21.4 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.

B21.5 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.

B21.6 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B21.7 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

B22. QUALIFICATION SUBMISSION

- B22.1 The Qualification Submission should consist of the following components:
- (a) Form A: Request for Qualification Application (Section A);
 - (b) Form B: Proponent General Information and Project Experience (Section B); and
 - (c) Evidence of Bonding Capacity, Insurance, Safety, Workers Compensation, and Authority to Carry on Business (Section C);
- B22.2 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.
- B22.3 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B29.1(a).
- B22.4 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.
- B22.5 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

Format

- B22.6 Proponents should submit one (1) unbound original (marked "original") and five (5) copies.
- (a) The Qualification Submission should be a clear and concise presentation of the requested information;
 - (b) Each requirement should be addressed in a separate section clearly marked with the corresponding letter;
 - (c) Each page should be single sided, 8.5 x 11, 10 point Arial font, single line spacing;
- B22.7 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.

B23. FORM A: REQUEST FOR QUALIFICATION APPLICATION (SECTION A)

- B23.1 Further to B22.1(a), the Proponent shall complete Form A: Request for Qualifications Application, making all required entries.
- B23.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B23.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B23.2.
- B23.3 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.
- B23.4 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/her 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/her own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B23.5 The name and official capacity of all individuals signing Form A: Request for Qualification Application should be printed below such signatures.

B23.6 All signatures should be original.

B23.7 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.

B24. FORM B: PROPONENT GENERAL INFORMATION AND PROJECT EXPERIENCE (SECTION B)

B24.1 Further to B22.1(b), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) by providing:

- (a) their organization, management and plan;
- (b) detailed, comprehensive resumes for all key personnel proposed for this Project, clearly identifying the specific roles and responsibilities fulfilled on each project listed under their past project experience. Resumes should include at minimum: Senior Personnel / Principal in Charge, Lead Project Manager, Site Superintendent(s), Site Foreman, Safety Officer, other key personnel;
- (c) clearly explain / justify personnel assignment providing explanations of how each individual's qualification of experience would specifically benefit this Project;
- (d) the number and short description of projects executed similar in size, scope and complexity to the proposed one;
- (e) the details of the scope, schedule and value of each contract and the variances if any of each, together with the reasons for such;
- (f) the names of clients; and Prime Consultants of each project;
- (g) three (3) references for each of a minimum of three (3) recent projects similar in size and scope (as mentioned in paragraph B24.1(b) above), which have achieved a LEED Silver or Green Globes certification. Each reference should consist of a company name, contact name, email address and phone number. The City of Winnipeg will contact the references to discuss contractor performance. The City is looking for contractors with verified success in keeping with scope, schedule and cost and effectively managing any variances from such.
- (h) Any other additional experience not captured above that relates specifically to this Project.

B25. EVIDENCE OF BONDING CAPACITY, INSURANCE, SAFETY, WORKERS COMPENSATION, AND AUTHORITY TO CARRY ON BUSINESS (SECTION C)

BONDING CAPACITY

B25.1 Further to B22.1(c), the Proponent should provide evidence of bonding capacity of at least six million dollars (\$6,000,000) in the form of a letter of prequalification from a recognized bonding company.

- (a) Company bonding capacity information:
 - (i) company single / aggregate construction project bonding capacity and
 - (ii) length of relationship with Proponent.

INSURANCE

B25.2 Further to B22.1(c), the Proponent should exhibit insurability and provide evidence of insurability of the following insurance at all times during the performance of the Work:

- (a) Wrap Up Liability insurance in an amount of no less than five million dollars (\$5,000,000) inclusive per occurrence written in the name of the Contractor, sub-contractors, Consultants, sub-consultants and The City of Winnipeg, covering bodily injury, personal injury, property damage and products and completed operations consistent with industry standard insurance policy wordings. Wrap Up Liability Policy to include contractual liability, unlicensed motor vehicle liability, cross liability, and 24 months completed operations;
- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) all risks course of construction insurance, including testing and commissioning, in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.
- (d) Property insurance for equipment and tools used on the project that may be owned, rented, leased or borrowed.

SAFETY

B25.3 Further to B22.1(c), the Proponent should provide proof satisfactory to the Contract Administrator that the Proponent 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™) in the form of:
 - (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/>.)

B25.4 Details of its safety record for the past five (5) years, including team safety statistics and an overview of the proposed safety program for the Project.

WORKERS COMPENSATION

B25.5 Further to B22.1(c), the Proponent should provide evidence of the Workers Compensation coverage specified in C6.15 of the General Conditions, identified in B7.

AUTHORITY TO CARRY ON BUSINESS

B25.6 Further to B22.1(c), the Proponent should provide evidence of authority to carry on business as specified below.

- (a) 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.

B26. SUBSTITUTIONS

B26.1 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.

B27. NON-CONFORMING SUBMISSIONS

B27.1 Notwithstanding B22.1, with the exception of B21.4, 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.

B27.1.1 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.

B27.2 If the requested information is not submitted by the time specified in B27.1.1, the Submission will be determined to be non-responsive.

B28. PROPONENT'S COSTS AND EXPENSES

B28.1 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

B29. EVALUATION CRITERIA

B29.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

EVALUATION CATEGORY	WEIGHTING (%)
(a) Conformance to Mandatory Requirements or acceptable deviation therefrom.	Pass/Fail
(b) Proponent General Information and Project Experience (Form B)	85
(i) Organization, Management and Plan	20
Key Personnel Experience	20
Proponent Project Experience	25

(ii) References	
(c) Evidence of Bonding Capacity, Insurance, Safety, Workers Compensation, and Authority to Carry on Business	15
Total SCORE	100

- B29.2 Further to B29.1(a) and B27, 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.
- B29.3 Further to B29.1(b), experience shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted, in accordance with B24.
- B29.4 Further to B29.1(c), evidence of bonding capacity, insurance, safety, workers compensation, and authority to carry on business shall be evaluated considering the information submitted in accordance with B25.
- B29.5 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.
- B29.6 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.
- B29.7 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.
- B29.8 Further to B29.3 to B29.5 a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 70% of the points for each category.

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 Tender 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 Tender, 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 RFQ process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.