



**THE CITY OF WINNIPEG**

# **REQUEST FOR QUALIFICATION**

**RFQ NO. 76-2009**

**FAIRNESS ADVISOR FOR THE CITY OF WINNIPEG'S  
CHIEF PEGUIS TRAIL EXTENSION PROJECT**

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## PART B - 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 and Request for Proposal packages 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 Contract and is the Buyer unless otherwise specified hereinafter;
- (g) "**Contractor**" and "**Fairness Advisor**" means the person undertaking the performance of the work under the terms of the Contract;
- (h) "**FIPPA**" means The Freedom of Information and Protection of Privacy Act (Manitoba);
- (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) "**Project**" means Chief Peguis Trail Extension Project as described in B2;
- (m) "**Proponent**" means any person submitting a proposal in response to this Request for Qualifications;
- (n) "**RFQ**" means Request for Qualifications;
- (o) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (p) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (q) "**Submission Deadline**" means the time and date on the Request For Qualification cover sheet for final receipt of submissions;

### B2. BACKGROUND

B2.1 The Chief Peguis Trail is a key part of the transportation infrastructure within the City of Winnipeg, Manitoba, Canada. The preliminary design of the Chief Peguis Trail Extension from Henderson Highway to Lagimodiere Boulevard was approved in the 2007 Capital budget with forecasted amounts for construction under a Conventional Delivery Model.

B2.2 On November 19, 2008, the City of Winnipeg's Public Service received Council approval to proceed with the Chief Peguis Trail Extension Project based on a Design/Build/Finance/Maintain ("DBFM") delivery model. A copy of the relevant Council Minute may be viewed at:

<http://winnipeg.ca/CLKDMIS/ViewDoc.asp?DocId=8782&SectionId=&InitUrl>

B2.3 The Project is the construction of the Chief Peguis Trail extension between Henderson Highway and Lagimodiere Boulevard. It runs in an east-west direction within a designated right of way. The length of the extension is approximately 3.7kms. The first section of Chief Peguis Trail (Route 17) is a 4-lane divided road that was built between Main Street and Henderson Highway in 1990. The new extension of the roadway will be designated as a truck route thereby attracting truck traffic from many of the surrounding streets. The Project will require intersection improvements at Henderson Highway, Rothesay Steeet, Gateway Road and Lagimodiere Boulevard. There is a potential for the construction of 3.5m wide multi-use pedestrian and bicycle path on the north side of the proposed road. The feasibility of future grade separation at Rothesay intersection will be explored during the design process.

Additional information about the project may be viewed at the Chief Peguis Trail Extension Project website:

<http://winnipeg.ca/publicworks/MajorProjects/ChiefPeguisTrail/>

### **B3. WINNIPEG**

B3.1 Winnipeg is an important Canadian city, and the capital of the province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.

B3.2 The City of Winnipeg is the Capital city of the Province of Manitoba with a population of over 650,000. Composed of a broad range of diverse neighbourhoods and communities with numerous attractions (from arts and culture to sports and entertainment), Winnipeg is recognized as one of Canada's finest places to live, work and play. The City employs over 8,000 people and provides a full range of municipal services to the citizens of Winnipeg.

B3.3 The political representation for the City is a Mayor and 15 Councillors, each representing a city ward. The current Mayor and Council were elected in October 2006. Their term of office ends in 2010.

B3.4 The administrative structure for the City is a Chief Administrative Officer (CAO) providing overall supervision for the following departments: Corporate Finance, Assessment and Taxation, Corporate Support Services, Community Services, Fire Paramedic Service, Winnipeg Police Service, Public Works, Transit, Water and Waste, and Planning, Property and Development.

B3.5 Since 1992, overall municipal government revenues have not changed significantly. However, there has been a shift. Taxation revenues have decreased and fees and charges have increased. Property and business taxes made up 51% of the City's revenues in 1992. In 2003, these same revenues accounted for 43% - a \$66 million reduction. During this same period, user fees and charges increased from 25% to 31% of City revenues – a \$66 million increase.

B3.6 The City provides many services to its citizens. By service, the representation is distributed as follows: Public Safety (25%), Transportation (23%), Environmental (23%), Planning and Development (4%), Leisure and Wellness (15%), Internal Support (10%). For additional information on City services, refer to the City of Winnipeg web site at:

<http://winnipeg.ca/interhom/Departments/>.

### **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 for the role as the Fairness Advisor.

- B4.2 The City invites qualified persons to submit a proposal in response to this RFQ.
- B4.3 The role of the Fairness Advisor is to act as an independent observer and provide arms-length advice to the City, and independent assurance with regard to the fairness of the procurement process. At the end of that process, the Fairness Advisor provides an independent opinion as to whether the project team faithfully and fairly carried out the process set out in the procurement documentation for the Chief Peguis Trail Extension Project.
- B4.4 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 A Fairness Advisor is being retained by the City to provide arms length advice to project managers and independent assurance to the City as to the fairness and appropriateness of specific project management activities related to the procurement process.
- B5.2 The scope of the Fairness Advisor engagement includes, but is not limited to, monitoring and providing an opinion on procurement process/contractor selection and/or contract finalization/negotiations.
- B5.3 The Fairness Advisor reports to the City as to whether the:
- (a) the processes and decisions developed by the procurement project management are fair, reasonable, and consistent with the procurement process laid out for the project; and
  - (b) those processes and decisions have been reasonably implemented and materially complied with by project management in delivering those aspects of the project.
- B5.4 The Fairness Advisor engagement includes, but is not limited to, the activities listed below. The major components of the work will include the Fairness Advisor meeting with the Project Team at pre-determined stages, usually in advance of key management decisions being finalized, to:
- (a) be made aware of all procurement documents relating to the selection process;
  - (b) receive information updates and review project documents;
  - (c) ask questions to test the logic, fairness, and merit behind key decision-making activities;
  - (d) verify that all respondents have access to the same information at the same time and that submissions are evaluated in an objective and consistent manner;
  - (e) verify that any final agreement and financial closing has been carried out in accordance with the evaluation and selection process outlined in Request for Proposals document; and
  - (f) provide advice and perspective on request, similar to the advisory service provided by an internal reviewer.
- B5.5 Further to B5.4, although it is not a requirement that the Fairness Advisor be resident to the Winnipeg area, all costs associated with attending meetings will be included in the detailed proposals noted in B4.4, and considered when evaluating the overall cost to the City.

## **B6. ENQUIRIES**

- B6.1 All enquiries shall be directed to the Contract Administrator identified in B7.1.
- B6.2 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.

**B7. CONTRACT ADMINISTRATOR**

B7.1 The Contract Administrator is:

Iain Day  
Contract Administrator  
Corporate Finance Department  
5<sup>th</sup> Floor, 510 Main Street  
Winnipeg, Manitoba R3B 1B9  
Phone: (204) 986-  
Fax: (204)  
Email:

**B8. ADDENDA**

B8.1 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. 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 City of Winnipeg, Corporate Finance, and the Materials Management Branch website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- (b) The Proponents are responsible for ensuring that all addenda have been received and are advised to check the Materials Management Branch website for addenda shortly before the Submission Deadline.

**B9. CONFLICT OF INTEREST AND GOOD FAITH**

B9.1 Proponents must not include among their team, any business entity or individual who is, or is associated with, in any way likely to create a conflict of interest or a perception of conflict of interest, with any consultant retained by the City in relation to the Project, including but not limited to consultants providing engineering, legal, process, finance or financial capacity advice.

B9.2 The following are the consultants currently providing advice to the City on the Project:

MMM Group  
Deloitte

B9.3 The Proponent declares that in submitting its response to this RFQ, it does so in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect.

B9.4 The Proponent declares that it has not participated in any collusive scheme or combine.

B9.5 If a Proponent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Proponent should fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

- B9.6 Failure to comply with this provision may result in disqualification of your proposal from the RFQ process or, if the City becomes aware of your breach of this provision after the detailed proposal has been requested, disqualification from the further processes.

## **B10. CONFIDENTIALITY AND PRIVACY**

- B10.1 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.
- B10.2 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.
- B10.3 To the extent permitted, the City shall treat all submissions as confidential. However, the Proponent is advised that any information contained in any submission may be released if required by City policy or procedures, by FIPPA, by other authorities having jurisdiction, or by law.
- B10.4 All RFQ submissions submitted to the City will be kept in confidence with the City administrators for the sole purposes of evaluating and developing the best possible strategic option for the City. RFQ submissions will become the property of the City. The City will have the right to make copies of all RFQ submissions for its internal review process and to provide such copies to its staff, legal, technical and financial advisors and representatives.
- B10.5 All information will become and remain the property of the City; none will be returned. If the application contains any proprietary or trade secret information, said information must be indicated as such.

## **B11. NON-DISCLOSURE**

- B11.1 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 RFQ submission or the selection process without the prior written approval of the City.
- B11.2 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 person designated for enquiries herein, with respect to this RFQ solicitation may lead to disqualification.

## **SUBMISSION INSTRUCTIONS**

### **B12. SUBMISSION DEADLINE**

- B12.1 The Submission Deadline is **4:00 p.m. Winnipeg time, Friday February 13, 2009.**
- B12.2 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 B12.1.
- B12.3 RFQ submissions will not be opened publicly.

- B12.4 RFQ 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.
- B12.5 The RFQ submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFQ number and the Proponent's name and address.
- B12.6 RFQ submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B12.7 RFQ submission shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

### **B13. PROPOSAL SUBMISSION**

- B13.1 The Proposal shall consist of the following components
- (a) Form A: Request for Qualification Application (Section A);
  - (b) Knowledge and Experience of Proponent (Section B);
  - (c) References (Section C).
- B13.2 All components of the RFQ shall be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive RFQ.
- B13.3 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B19.2.

#### **Format**

- B13.4 Proponents should submit one (1) unbound original (marked "original") and four (4) copies plus one (1) copy in an MSOffice compatible electronic format on a standard CD. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.
- (a) Each requirement shall be addressed in a separate section clearly marked with the corresponding letter;
  - (b) Each section shall contain no more than six (6) pages (standard 8.5x11 "), using a printing font with a 12 pitch. The six pages include all graphics.

### **B14. FORM A: REQUEST FOR QUALIFICATION APPLICATION**

- B14.1 Further to B13.1(a), the Proponent shall complete Form A: Request for Qualifications, making all required entries.
- B14.2 Paragraph 2 of Form A: Request for Qualifications shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;

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

B14.2.1 If the submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance to Clause B14.2

B14.3 In Paragraph 3 of Form A: Request for Qualifications, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.

B14.4 Paragraph 7 of Form A: Request for Qualification Application shall be signed in accordance with the following requirements:

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

B14.5 The name and official capacity of all individuals signing Form A: Request for Qualification Application should be printed below such signatures.

B14.6 All signatures should be original.

B14.7 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.

## **B15. KNOWLEDGE AND EXPERIENCE**

B15.1 Further to B13.1(b), the Proponent shall submit information in sufficient detail for the City to evaluate their qualifications for the role of the Fairness Advisor. Preference will be given to those who demonstrate that they meet all or the majority of the following:

- (a) broad commercial or professional knowledge and experience;
- (b) knowledge and experience relevant to infrastructure procurement;
- (c) experience with or understanding of public private partnerships;
- (d) knowledge and experience relevant to Canadian market conditions; and
- (e) reputation and community standing appropriate to a Fairness Advisor.

## **B16. REFERENCES**

B16.1 Further to B13.1(c), the Proponent shall include 3 (three) references for recent projects similar in size and scope in North America. Each reference shall consist of a company name, contact name, email address, phone number and a brief description of the project.

## **B17. NON-CONFORMING SUBMISSIONS**

B17.1 Notwithstanding B13.1, if a Proponent's submission is not strictly in accordance with any provision of this RFQ with the exception of the requirement for submission no later than the Submission Deadline, the City may, at its option:

- (a) if, in the City's opinion, the non-conformance is not material, waive the non-conformance; or
- (b) 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; or
- (c) if, in the City's opinion, the non-conformance is material, reject the submission as non-responsive.

B17.2 Further to B17.1(b), If the requested information is not submitted within the specified time, the submission will be determined to be non-responsive.

## **B18. PROPONENT'S COSTS AND EXPENSES**

B18.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting an RFQ submission and participating in the RFQ including the provision of any additional information or attendance at meetings.

## **EVALUATION**

### **B19. EVALUATION CRITERIA**

B19.1 Applicants will have their submissions evaluated in accordance with the criteria and weight factors indicated below.

B19.2 Pre-qualification of applicants will be based on the content of their submissions. Applicants are advised to present their information clearly and concisely.

- (a) Compliance by the Proponent with the requirements of the RFQ and degree of compliance with specifications or acceptable deviations therefrom; Pass/Fail
- (b) Knowledge and Experience 60%;
- (c) References 40%.

B19.3 Further to B19.2(b), knowledge and experience shall be evaluated considering the information submitted pursuant to B15.

B19.4 Further to B19.2(c), references shall be evaluated considering the information submitted.

- (a) Reference checks will not be restricted to only those submitted by the Proponent, and may include organizations representing persons companies or individuals known to have done business with the Proponent.

### **B20. NO CONTRACT**

B20.1 By submitting an RFQ submission and participating in the process as outlined in this document Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ and that no legal obligations will arise. The City will have no obligation to enter into negotiations or a Contract with a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the proposals are determined to be responsive.

B20.2 If the City proceeds to request a more detailed proposal from Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:

- (a) 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.

B20.3 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.