



**THE CITY OF WINNIPEG**

# **REQUEST FOR QUALIFICATION**

**RFQ NO. 1-2011**

**FOR A PUBLIC-PRIVATE PARTNERSHIP TO CONSTRUCT, FINANCE AND  
MAINTAIN THE SOUTH DISTRICT POLICE STATION**

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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) "**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, any further submission required through the procurement process, 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) "**Development Agreement**" means the contract intended to be awarded for performance of the construction, finance, operation and maintenance obligations required by the Project in the procurement process commenced by issuance of this RFQ;
- (j) "**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 Development Agreement so that possession and control of the Works shall revert entirely to the City;
- (k) "**Maintenance Term**" means the period to be fixed in the Development Agreement commencing on the Commissioning Date and continuing through to the Hand-back Date during which any Proponent successful in the procurement process shall maintain the work of the Project in accordance with terms to be finalized in the Development Agreement;
- (l) "**may**" indicates an allowable action or feature which will not be evaluated;
- (m) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (n) "**P3**" means 'public-private-partnership' and is an acronym for a method for public sector procurement and contracting intended to solicit innovative solutions and engage a well-qualified team of private sector participants in the construction, long-term financing, operation and/or maintenance of large public infrastructure projects;
- (o) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (p) "**Proponent**" means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (q) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;

- (r) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (s) **"Submission or Qualification Submission"** means that portion of the Request for Qualification to be completed or provided and submitted by the Submission Deadline;
- (t) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (u) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (v) **"Work"** or **"Works"** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

## **B2. EXECUTIVE SUMMARY**

- B2.1 The City of Winnipeg Public Service has received Council approval to proceed with procurement of a police station for the South District (the Project). The Request for Qualifications (RFQ) herein documents the City's invitation to Proponents to present qualifications in accordance with the requirements identified in this RFQ for construction, financing, operation and maintenance of the South District Police Station. Specifically, the City is inviting submissions from private sector firms, individually or in consortium for the construction (inclusive of site work), financing and lease (inclusive of select operations and maintenance) of the South District Police Station.
- B2.2 The proposed South District Police Station will be constructed on existing City owned property located at 2325 Grant Avenue. A preliminary plan of the site is shown in Appendix A.

## **B3. BACKGROUND**

- B3.1 On July 23, 2003, Council approved implementation of the Winnipeg Police Service (WPS) Four District Model. The current WPS six district service delivery model is based on a municipal structure which existed prior to 1971. Contemporary policing issues led the WPS to review this service delivery structure and recommend realignment from six to four districts. The Four District Model encompasses replacement of five existing police stations with three newly constructed police stations within realigned service districts.
- B3.2 On February 21, 2006 Council approved the 2006 Capital Budget and the 2007 to 2011 Five Year Forecast and recommended, along with the budget, that the Administration identify, investigate and recommend Private – Public Partnerships (P3's) for the development of the Four District Model police stations.
- B3.3 The first police station developed as part of the Four District Model is the East District Police Station located at 1750 Dugald Road within the St Boniface Industrial Park. The East District Police Station was developed using a P3 procurement strategy. This police station was substantially completed in September, 2007.
- B3.4 The South District Police Station will be the second police station to be developed as part of the Four District Model using a P3 procurement strategy

## **B4. WINNIPEG**

- B4.1 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.

## **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:
- (a) Finance and construct a police station according to the drawings and specifications.
  - (b) Perform select operation and maintenance of the police station for the Maintenance Term which is expected to be a period of up to 30 years.
- 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 the qualified Proponents. Only those Proponents on the shortlist will be invited to participate further in the procurement process.

## **B6. SCOPE OF WORK**

- B6.1 The Work to be done under the proposed contract shall consist of the construction, financing, and select operation and maintenance of a state of the art police station for the Winnipeg Police Service South District. The proposed police station will be known as the South District Police Station. It is anticipated that the building will have an area of 2945 m<sup>2</sup> consisting of office / administration, support, secure holding and heated indoor garage / storage areas. The site for the police station is 1.77 Ha in size and is located at 2325 Grant Avenue. The site will include parking for police cruisers, employees and visitors, paved roadways, landscaping and all necessary site services. The facility will operate on a 24 hour basis with the exception of the public service centre which will be open only during normal daily business hours.
- B6.2 Construction documents containing Technical Development Specifications and Detailed Design Drawings for the Project are being prepared, for the City, by Number 10 Architectural Group under separate contract.
- B6.3 The major components of the Work are as follows:
- (a) Secure all permits, approvals, inspections and certifications required for the construction of the facility;
  - (b) Supply all materials, manuals, training, commissioning, equipment, labour, management and supervision to construct and commission the facility;
  - (c) Supply necessary management resources, tools and equipment to ensure the timely completion of the project within the bid price;
  - (d) Provide warranty repair service for all facility components during the warranty period;
  - (e) Operate and maintain the facility for the duration of the Maintenance Term. It is expected that the Maintenance Term will be up to 30 years.
  - (f) Construct the facility according to the requirements of LEED Silver Certification.

## **B7. GENERAL CONDITIONS**

- B7.1 The *General Conditions for Construction* (Revision 2006 12 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](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 Friday, December 9, 2011.

B8.2 Estimated Preliminary Schedule

<b>Phase</b>	<b>Approximate Date(s)</b>
1. RFQ Submission Deadline	November 24, 2011
2. Shortlist of Proponents	December 9, 2011
3. Selection of Proponent	January 27, 2012
4. Award/Preparation of Contract	February 8, 2012
5. Construction	1 <sup>st</sup> Quarter, 2012 to 1 <sup>st</sup> Quarter, 2013
6. Substantial Completion	1 <sup>st</sup> Quarter, 2013
7. Total Completion Including Commissioning	2 <sup>nd</sup> Quarter, 2013

**B9. PROCUREMENT PROCESS**

B9.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite the shortlisted Proponents to participate in the second stage of the procurement process.

B9.2 Details of further stages of the procurement process will be provided to the Proponents at the completion of the RFQ stage.

B9.3 Upon completion of the procurement process, 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. ENQUIRIES**

B10.1 All enquiries shall be directed to the Contract Administrator identified in B11.

B10.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.

B10.3 If the Proponent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B10.4 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

- B10.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B10.6 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B10.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B10 unless that response or interpretation is provided by the Contract Administrator in writing.

**B11. CONTRACT ADMINISTRATOR**

- B11.1 The Contract Administrator is:  
Rob Loudfoot  
Project Services Administrator  
Planning, Property and Development Department  
3<sup>rd</sup> Floor, 65 Garry Street  
Winnipeg, MB R3C 4K4  
Telephone No. (204) 986-7634  
Email: [rloudfoot@winnipeg.ca](mailto:rloudfoot@winnipeg.ca)

**B12. ADDENDA**

- B12.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B12.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B12.2.1 The Addenda will be available on the Bid Opportunities page at the Materials Management Division's website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B12.2.2 The Proponent is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division's website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B12.3 The Proponent should acknowledge receipt of each addendum on Form A: Request for Qualification Application.

**B13. CONFLICT OF INTEREST AND GOOD FAITH**

- B13.1 Proponents must not include among their team, any business entity or individual who is, or is associated with, in any way, any consultant retained by the City in relation to the Project, including but not limited to consultants providing engineering, architectural, legal, process, finance or financial capacity advice or any Person likely to create a conflict of interest or a perception of conflict of interest.
- B13.2 If a Proponent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Proponent should fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

- B13.3 The Proponent declares that in submitting its response to this RFQ, it does so in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect, as a result of the Proponents participation in this Project.
- B13.4 Failure to comply with this provision may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision subsequent to the RFQ process, disqualification from the procurement process.

**B14. CONFIDENTIALITY AND PRIVACY**

- B14.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Manager of Materials.
- B14.2 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 Manager of Materials.
- B14.3 Failure with the provisions in B14.1 and B14.2 may result in disqualification from the bidding process be considered a breach of contract and be cause for termination, if the City becomes aware of your breach of this provision after the Contract has been awarded.
- B14.4 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B14.5 To the extent permitted, the City shall treat all Submissions as confidential. However, the Proponent is advised that any information contained in any Submission may be released if required by City policy or procedures, by FIPPA, by other authorities having jurisdiction, or by law.
- B14.6 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.
- B14.7 All information will become and remain the property of the City; none will be returned. If the application contains any proprietary or trade secret information, said information must be indicated as such.

**B15. NON-DISCLOSURE**

- B15.1 Proponents must not disclose any details pertaining to their 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.
- B15.2 Proponents are advised that an attempt on the part of any Proponent or any of its employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFQ solicitation, may lead to disqualification.



**B16. NO COLLUSION**

- B16.1 Upon making a Submission to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.
- B16.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision subsequent to the RFQ process, disqualification from the procurement process.

**B17. NO LOBBYING**

- B17.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision subsequent to the RFQ process, disqualification from the procurement process.

**B18. ELIGIBILITY**

- B18.1 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Project, as indicated in B19.3(a), 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 procurement.

**B19. CITY'S PROJECT TEAM**

- B19.1 The City has appointed a Project Team to oversee all aspects of the procurement and construction of the Project.
- B19.2 The Project Team consists of:
- (a) The Project Manager and Contract Administrator assisted by key City staff.
- B19.3 The following firms are on retainer to provide specific advice to the Project Team on technical, financial, legal, procurement process, Project administration and communication issues. The City's advisors are:
- (a) Technical Advisors: Number Ten Architectural Group, Crosier Kilgour & Partners Ltd., SMS Engineering Ltd, Hilderman Thomas Frank Cram, MMM Group Limited, and Enermodal.
- B19.4 No Person retained to advise the City for this Project may participate for or on behalf of any private sector team or private sector team member or provide advice or services in respect of any part of the procurement or submission process. Breach of this condition may result in disqualification of the affected private sector team from all further participation in this procurement process and from any entitlement to award of the Agreement.

**SUBMISSION INSTRUCTIONS**

**B20. SUBMISSION DEADLINE**

- B20.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 24, 2011.

- B20.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B20.1.
- B20.3 Qualification Submissions will not be opened publicly.
- B20.4 Qualification Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned unopened.
- B20.5 The Qualification Submission should be submitted enclosed and sealed in an envelope clearly marked with the RFQ number and the Proponent's name and address.
- B20.6 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B20.7 Qualification Submissions shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

**B21. QUALIFICATION SUBMISSION**

- B21.1 The Qualification Submission should consist of the following components:
- (a) Form A: Request for Qualification Application (Section A);
  - (b) Experience of Proponent (Section B);
  - (c) Construction Team (Section C);
  - (d) Operations and Maintenance Team (Section D);
  - (e) Financing Team (Section E);
- B21.2 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive RFQ.
- B21.3 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B30.1(a).
- B21.4 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- B21.5 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

## Format

- B21.6 Proponents should submit one (1) unbound original (marked "original") and six (6) 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 should be addressed in a separate section clearly marked with the corresponding letter;
  - (b) Each section should contain no more than twenty (20) pages (standard 8.5x11"), using a printing font with a 12 pitch. Any graphics included should be contained within the specified amount of pages;
- B21.7 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

## B22. FORM A: REQUEST FOR QUALIFICATION APPLICATION

- B22.1 Further to B21.1(a), the Proponent shall complete Form A: Request for Qualifications Application, making all required entries.
- B22.2 Paragraph 2 of Form A: Request for Qualifications Application shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B22.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B22.2.
- B22.3 In Paragraph 3 of Form A: Request for Qualifications Application, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.
- B22.4 Paragraph 7 of Form A: Request for Qualification Application should be signed in accordance with the following requirements:
- (a) if the Proponent is sole proprietor carrying of business in his own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Proponent is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B22.5 The name and official capacity of all individuals signing Form A: Request for Qualification Application should be printed below such signatures.
- B22.6 All signatures should be original.

B22.7 If a Submission is submitted jointly by two or more persons, the word “Proponent” shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Submission, shall be both jointly and several.

**B23. EXPERIENCE OF PROPONENT**

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

- (a) the Proponent’s organization structure and management plan for this Project;
- (b) relevant qualifications and experience of key individuals on the Proponent project team and description of their associated roles;
- (c) the number of contracts similar in nature, scope and value, including details of the scope and value of each contract;
- (d) three (3) recent reference projects similar in size and scope. Each reference should consist of a client name, contact name, email address, phone number and a brief description of the project.

**B24. CONSTRUCTION TEAM**

B24.1 Further to B21.1(c), the Proponent should submit information in sufficient detail for the City to evaluate the experience and qualifications of the construction team by providing:

- (a) the Construction Team’s organizational structure and management plan for this Project;
- (b) relevant qualifications and experience of key individuals on the Construction Team and description of their associated roles;
- (c) the number of contracts similar in nature, scope and value, and the details of the scope and value of each contract;
- (d) three (3) recent reference projects similar in size and scope. Each reference should consist of a client name, contact name, email address, phone number and a brief description of the project.

**B25. OPERATIONS AND MAINTENANCE TEAM**

B25.1 Further to B21.1(d), the Proponent should submit information in sufficient detail for the City to evaluate the experience and qualifications of the operations and maintenance team by providing:

- (a) Operations and Maintenance Team’s organizational structure and management plan for this Project;
- (b) relevant qualifications and experience of key individuals on the Operations and Maintenance Team and description of their associated roles;
- (c) the number of contracts similar in nature, scope and value, and the details of the scope and value of each contract;
- (d) three (3) recent reference projects similar in size and scope. Each reference should consist of a client name, contact name, email address, phone number and a brief description of the project.

**B26. FINANCING TEAM**

B26.1 Further to B21.1(e), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the financing team by providing:

- (a) Financing Team’s organizational structure and financing strategy for this Project;

- (b) evidence of the Proponent's capacity to arrange financing for the Project, in the form of a letter(s) of reference from financial institution(s)/lender(s) indicating a willingness to provide associated financing for the Project on behalf of the Proponent.
- (c) evidence from the Proponent's bank or surety of capacity to provide performance security for this Project.
- (d) relevant qualifications and experience of key individuals on the Financing Team and description of their associated roles;
- (e) the number of contracts similar in nature, scope and value, and the details of the scope and value of each contract;
- (f) three (3) recent reference projects similar in size and scope. Each reference should consist of a client name, contact name, email address, phone number and a brief description of the project.

## **B27. SUBSTITUTIONS**

B27.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute Person. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision subsequent to the RFQ process, disqualification from the procurement process.

## **B28. NON-CONFORMING SUBMISSIONS**

B28.1 Notwithstanding B21.1, with the exception of B20.4, if a Proponent's Submission is not strictly in accordance with any provision of this RFQ, the City may, at its option:

- (a) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
- (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.

B28.1.1 If the non-conformance is an omission, the City may, at its discretion, give the Proponent up to five (5) Business Days to supply the omitted material.

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

## **B29. PROPONENT'S COSTS AND EXPENSES**

B29.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

## EVALUATION

### B30. EVALUATION CRITERIA

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

EVALUATION CATEGORY		WEIGHTING (%)
(a)	Conformance to Mandatory Requirements or acceptable deviation therefrom	<b>Pass/fail</b>
(b)	Experience of Proponent(s)	<b>25</b>
	(i) Proponent Team's organizational structure and management plan for this Project	5
	(ii) relevant qualifications and experience of key individuals on the Proponent project team and description of their associated roles	10
	(iii) the number of contracts similar in nature, scope and value, including the three reference projects	10
(c)	Construction Team	<b>30</b>
	(i) Construction Team's organizational structure and management plan for this Project	10
	(ii) relevant qualifications and experience of key individuals on the Construction team and description of their associated roles	10
	(iii) the number of contracts similar in nature, scope and value, including the three reference projects	10
(d)	Operation and Maintenance Team	<b>20</b>
	(i) Operations and Maintenance Team's organizational structure and management plan for this Project	5
	(ii) relevant qualifications and experience of key individuals on the Operations and Maintenance team and description of their associated roles	5
	(iii) the number of contracts similar in nature, scope and value, including the three reference projects	10
(e)	Financing Team	<b>25</b>
	(i) Financing Team's organizational structure and financing strategy for this Project	5
	(ii) Evidence of ability to obtain Project financing	10
	(iii) Evidence of ability to provide performance security	Pass/fail
	(iv) relevant qualifications and experience of key	Pass/fail

(v) individuals on the Financing team and description of their associated roles the number of contracts similar in nature, scope and value, including the three reference projects	5  5
<b>TOTAL</b>	<b>100</b>

- B30.2 Further to B30.1(a) and B28, the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B30.3 Further to B30.1(b), Proponent Experience shall be evaluated considering the information in reference to the Proponent's organizational structure, management plan for this Project and project experience submitted.
- B30.4 Further to B30.1(c), the construction team shall be evaluated considering the information in reference to the Proponent's organizational structure, management plan for this Project and project experience submitted.
- B30.5 Further to B30.1(d), the operations and maintenance team shall be evaluated considering the information in reference to the Proponent's organizational structure, management plan for this Project and project experience submitted.
- B30.6 Further to B30.1(e), the financing team shall be evaluated considering the information submitted in reference to the financing team's organizational structure and financing strategy, ability to obtain financing and performance security, and project experience submitted.
- B30.7 References may be used to confirm the information provided, may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B30.8 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.
- B30.9 The City may, in its sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to its Submission.
- B30.10 Notwithstanding B30.1(b) to B30.1(e), where Proponents fail to provide complete responses to B21.1(a) to B21.1(e), the score of zero will be assigned to the incomplete part of the response.
- B30.11 Submissions that do not obtain 60% of the points for each category may be determined to be not qualified for this Project.

**B31. NO CONTRACT**

- B31.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise. 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 Submissions are determined to be responsive.

- B31.2 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, or to launch a new or amended procurement process, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.
- B31.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- B31.4 If the City proceeds to request a more detailed proposal, only to Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:
- (a) only one Submission is received; or
  - (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.
- B31.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B31.6 Following the conclusion of the RFQ process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.



## Appendix A – South District Station Proposed Site Plan