



**THE CITY OF WINNIPEG**

# **REQUEST FOR QUALIFICATION**

**RFQ NO. 1031-2013**

**HORIZONTAL DIRECTIONAL DRILLING CONTRACTORS FOR THE NORTH  
KILDONAN FEEDERMAIN REPLACEMENT**

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## PART B - REQUEST FOR QUALIFICATION INFORMATION

### B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **"Bid Opportunity"** means the Bid Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (b) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) **"Calendar Day"** means the period from one midnight to the following midnight;
- (d) **"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;
- (e) **"City Council"** means the Council of the City of Winnipeg;
- (f) **"Commissioning Date"** means that date when construction of the contemplated Project is complete, and the Maintenance Term commences;
- (g) **"Contract"** means the combined documents consisting of the Request for Qualification package, Tender 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;
- (h) **"Contract Administrator"** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (i) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract;
- (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. The Proponent may subsequently become Contractor if successful on the Bid Opportunity.
- (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) **"Subcontractor"** means a person contracting with the Contractor for the performance of a part or parts of the Work or for the furnishing of Plant or Material and includes a Subcontractor's subcontractor.
- (q) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (r) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (s) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (t) **"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 expects to receive Council approval with the adoption of the 2014 Capital Budget to proceed with procurement of the North Kildonan Feedermain Replacement. The North Kildonan Feedermain is a significant component to the City of Winnipeg's distribution network. The existing line is currently in operation but requires replacement.
- B2.2 The City of Winnipeg (the "City") invites the submission of a statement of qualifications from interested **Horizontal Directional Drilling Contractors**, for the provision of contracting or subcontracting services, for the North Kildonan Feedermain Replacement. The purpose of the Request for Qualification is to create a shortlist of approved Contractors with the appropriate experience and expertise in Horizontal Directional Drilling (HDD).
- B2.3 Only Horizontal Directional Drilling Contractors that have responded to this Request for Qualifications as attached in this Request for Qualifications and have been shortlisted as part of the evaluation process, will be qualified to be a Contractor or Subcontractor for this Work.
- B2.4 By responding to this Request for Qualifications, and if shortlisted as stated in the evaluation process, the Proponent agrees to have their name and contact information listed in the Bid Opportunity as an approved contractor for this Work.

## **B3. BACKGROUND**

- B3.1 The existing North Kildonan Feedermain was installed in 1972 and runs east west on the north side of the Kildonan Settlers Bridge. The waterline crosses under/through the Red River. The existing 600 mm diameter feedermain was identified in 2012 as being deficient and requiring repair by the City of Winnipeg Water and Waste Department.
- B3.2 Horizontal Directional Drilling was deemed the most suitable method for replacement.
- B3.3 The City is creating a shortlist of approved HDD Contractors to include in the Bid Opportunity for the North Kildonan Feedermain Replacement.
- B3.4 It is anticipated that the Bid Opportunity package for the Work will be available in February 2014.

## **B4. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT**

- B4.1 The purpose of this Request for Qualifications (RFQ) is to identify capable Proponents with the appropriate experience and expertise in Horizontal Directional Drilling (HDD) to successfully execute the Work.
- B4.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B4.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist the most qualified Proponents. Only those Proponents on the shortlist will be approved to be HDD Subcontractors for this Work.
- B4.4 Once approved, the successful Proponents will be listed in the Bid Opportunity as qualified HDD contractors. Only HDD contractors who have gone through the prequalification process, and who have been prequalified will be eligible to undertake the directional drilling component of this work for construction of the North Kildonan Feedermain Replacement.

**B5. SCOPE OF WORK**

B5.1 The Work to be done under the proposed contract shall consist of the installation, by means of directional drilling, a 750 mm (outside diameter) replacement waterline under the Red River. Short segments of open trench installation will be required to connect the new waterline to the existing system. This line will then be tied into the existing system at predetermined locations with the installation of Valve Chambers.

B5.2 The other major components of the Work are as follows:

- (a) Installation of approximately 350 m of 750 mm (outside diameter) HDPE installed by HDD under the Red River;
- (b) Installation of approximately 40 m of 600 mm (nominal) PVC installed by Open Trench to connect the HDD line to the existing water distribution system;
- (c) Installation of 2 Valve Chambers at the connection locations to the existing distribution system;
- (d) 2 Connections to the existing PCCP water line;
- (e) Commissioning of the waterline including hydrostatic pressure testing, swabbing, flushing, and chlorination;
- (f) Site surface restoration;

B5.3 This RFQ solely pertains to the qualification of HDD contractors for the River Crossing portion of the North Kildonan Feedermain Replacement.

**B6. GENERAL CONDITIONS**

B6.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable without exception to the Work of the Contract.

B6.1.1 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)

**B7. PROJECT SCHEDULE**

B7.1 The City intends to complete the evaluation of the Qualification Submissions by January 28, 2014 and proceed with the issuance of a Bid Opportunity in February 2014.

B7.2 Details on the Bid Opportunity schedule will be provided to the successful Proponents at the completion of the RFQ stage. The City intends to complete the Bid Opportunity stage by February 2014.

B7.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Process(Issued)	December 18, 2013
2. RFQ Close	January 16, 2014
3. Evaluation/Shortlist of Proponents	January 28, 2014
4. Bid Opportunity Process	January 30, 2014
5. Evaluation/Selection of Bid Opportunity	February 2014
6. Award/Contract Administration	February 2014
7. Construction	2014

## **B8. PROCUREMENT PROCESS**

- B8.1 The City holds the right to contact any or all Proponents during the evaluation process to confirm the information provided.
- B8.2 All RFQ submissions shall be evaluated on the overall ability of the proposal to meet the need of the City.

## **B9. ENQUIRIES**

- B9.1 All enquiries shall be directed to the Contract Administrator identified in B10.
- B9.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.
- B9.3 If the Proponent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B9.4 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.
- B9.5 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.
- B9.6 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.
- B9.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B9 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B10. CONTRACT ADMINISTRATOR**

- B10.1 The Contract Administrator is Associated Engineering, represented by:  
Colin McKinnon, P.Eng. PMP  
Project Manager  
203 - Number Five Donald Street  
Winnipeg, MB R3L 2T4  
Telephone No. 204 942 6391  
Facsimile No. 204 942 6399

## **B11. ADDENDA**

- B11.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B11.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- (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>

B11.2.1 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.

B11.3 The Proponent should acknowledge receipt of each addendum on Form A: Request for Qualification Application.

## **B12. CONFLICT OF INTEREST AND GOOD FAITH**

B12.1 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 Work, 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.

B12.2 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.

B12.3 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 Work.

B12.4 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 after the Bid Opportunity process has been begun, disqualification from the Bid Opportunity process.

## **B13. CONFIDENTIALITY AND PRIVACY**

B13.1 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.

B13.2 The protection of personal information and privacy will be fundamental aspects of the Works. 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.

B13.3 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.

B13.4 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.

B13.5 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.

**B14. NON-DISCLOSURE**

B14.1 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.

B14.2 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.

**B15. NO COLLUSION**

B15.1 Upon making a Submission to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B15.2 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 Bid Opportunity has opened, from the Bid Opportunity process.

**B16. NO LOBBYING**

B16.1 Any form of political or other lobbying whatsoever in relation to the Works 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 Bid Opportunity has opened, disqualification from the Bid Opportunity process.

**B17. ELIGIBILITY**

B17.1 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Works, 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 Bid Opportunity.

**SUBMISSION INSTRUCTIONS**

**B18. SUBMISSION DEADLINE**

B18.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 16, 2014.

B18.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B18.1.

B18.3 Qualification Submissions will not be opened publicly.

B18.4 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.



- B18.5 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.
- B18.6 An unbound original and four (4) printed copies shall be submitted, complete with a CD containing the same information in electronic, readable pdf format. It is the sole responsibility of the Proponent to ensure that its RFQ submission is received at the location indicated, by the stipulated time.
- B18.7 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B18.8 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

## **B19. QUALIFICATION SUBMISSION**

- B19.1 The Qualification Submission shall consist of the following components:
- (a) Form A: Request for Qualification Application B20.
- B19.2 The Qualification Submission should also consist of the following components:
- (a) Undertaking of Insurance B25;
- (b) Safety Certificate of Recognition B26 ;
- (c) Understanding of Project and Key Issues B21;
- (d) Drilling Contractor Qualifications and Experience B22;
- (e) Past Performance on Similar Projects B23; and
- (f) Innovation/Value Added B24.
- B19.3 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive RFQ. The Request for Qualification must comply with the Mandatory Criteria in the above noted list to be considered by the City.
- B19.4 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.
- B19.5 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

### **Format**

- B19.6 The Request for Qualification shall be a clear and concise presentation of the required information. Each page shall be single sided, 8.5 x 11, 10 pt Arial font, single line spacing. Maximum page numbers for each section are indicated below. **Information presented which exceeds the maximum allotted page numbers will not be reviewed or considered in the evaluation of the RFQ submission.** The RFQ submission should be organized as follows:
- (a) Cover page
- (b) Form A: Request for Qualification Document
- (c) Executive summary (2 Page Maximum)
- (d) Table of contents
- (e) Section 1 –Understanding of Project and Key Issues (2 Pages Maximum)

- (f) Section 2 – Drilling Contractor Qualifications and Experience (5 Pages Maximum)
- (g) Section 3 – Past Performance on Similar Projects (5 Pages Maximum)
- (h) Section 4 – Innovation/Value Added (2 Pages Maximum)
- (i) Appendices (Undertaking of Insurance and Safety Program/Certificate of Recognition)

B19.7 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.

**B20. FORM A: REQUEST FOR QUALIFICATION APPLICATION**

B20.1 Further to B19.1(a), the Proponent shall complete Form A: Request for Qualifications Application, making all required entries.

B20.2 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.

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

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

B20.4 Paragraph 7 of Form A: 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.

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

B20.6 All signatures should be original.

B20.7 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.

**B21. UNDERSTANDING OF PROJECT AND KEY ISSUES**

B21.1 Understanding of Project and Key Issues is to be a maximum of two (2) pages and should demonstrate the Proponents understanding of the crossing requirements, project issues,

environmental protection and the Proponent's approach for ensuring success of the river crossing.

- B21.2 This section should include an overview of the method that will be used to complete the directional section. The overview should include the progression of the installation from pilot bore to pulling the product. All information provided in the RFQ Submission will be used to assess the viability of the plan provided by the Proponents.

## **B22. DRILLING CONTRACTOR QUALIFICATIONS AND EXPERIENCE**

- B22.1 Drilling Contractor Qualifications and Experience is to be a maximum of five (5) pages and should describe the personnel involved in the Proponent Team, and include any Sub Contractor/joint ventures. Corporate promotional information can be included in the appendices of the RFQ submission. This section should include:
- B22.2 Construction Team
- (a) company experience and size.
  - (b) office location.
  - (c) number of years the company has been operating.
  - (d) the market sectors which the company currently service.
- B22.3 Committed Key Staff - Proponent should provide a list of key personnel proposed to work on the project and provide the organizational structure of the team. Appropriately focused resumes may be included in the appendices. Resumes shall be single page and include relevant project information only.
- B22.4 For construction team members:
- (a) identify projects, and duration of the projects, in which the key personnel are currently assigned.
  - (b) state and confirm the availability and commitment of each key team member, relating to their duties, throughout the duration of the North Kildonan Feedermain Replacement.
  - (c) provide details of the expertise and experience of each key team member.
  - (d) provide details of relevant project experience of the named key staff relating to their proposed role on the project.

## **B23. PAST PERFORMANCE ON SIMILAR PROJECTS**

- B23.1 Past Performance on Similar Projects is to be a maximum of five (5) pages and should present:
- (a) past works information of comparable size undertaken within the last five (5) years. Listing a minimum of three (3) projects are required to qualify for acceptable scoring. If no project experience is provided, a score of 0 will be assessed. Provide work information for the following:
    - (i) projects of a similar nature recently completed on time and on budget.
    - (ii) only HDD installations of product 600 mm (24") or larger diameter and over 300 meters in length will be considered as a similar work.
  - (b) include planned and actual duration, summarized scope of work, and capital cost of the services provided.
  - (c) identify relevant key company personnel involved in the projects.
  - (d) provide safety record including WCB rates compared to industry average as well as LTI rates.
  - (e) provide construction experience with environmentally sensitive areas.

- (f) provide client/owner references with contact names, email addresses and telephone numbers for each of the above projects.

#### **B24. INNOVATION/VALUE ADDED**

- B24.1 Innovation and value added approaches are to be described in no more than two (2) pages. The respondent is to identify any innovative and/or value added approaches which have positive inputs on project delivery, schedule, costs, environmental protection and quality.

#### **B25. INSURANCE**

- B25.1 The Contractor shall provide and maintain the following insurance coverage at all times:

- (a) Wrap Up Liability insurance in the amount of not less than five million dollars (\$5,000,000) inclusive per occurrence written in the name of the Contractor, sub-contractors, engineers and sub-consultants and The City of Winnipeg, covering bodily injury, personal injury, property damage and products and completed operations endorsement. Wrap Up liability to also include cross liability clause, contractual liability and to include a 24 months completed operations endorsement.
- (b) Automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000)
- (c) An all risks installation floater carrying adequate limits to cover all supplies and/or materials intended to enter into and form part of any installation
- (d) An all risks property insurance policy to cover all machinery, equipment and tools that may be owned, rented, leased or borrowed to be used in conjunction with the scope of the work
- (e) Contractors Pollution Liability (CPL) insurance in the amount of at least two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder performed by the Contractor, its agents, representatives, employees or subcontractors. Coverage to include:
  - (i) Bodily injury, sickness, disease, mental anguish or shock sustaining by any person, including death;
  - (ii) Property damage including physical injury to or destruction of tangible property and the resulting loss or use thereof; loss of use of tangible property that has not been physically injured or destroyed; diminution in value; and Natural Resource Damages;
  - (iii) Clean –up costs (including restoration/replacement costs);
  - (iv) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
  - (v) Transported cargo and non-owned disposal sites (blanket basis)

- B25.2 Coverage shall apply to both sudden and gradual pollution conditions, including the further disruption of pre-existing conditions, arising from the services rendered by the Contractor or others on their behalf. Further, coverage shall apply to conditions on, at, under and emanating from the job site including the discharge, dispersal, release, or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, structures thereupon, the atmosphere or any watercourse or body of water, which results in any loss or damages defined above. Coverage shall not contain any “Insured vs Insured” exclusion preventing the City from bringing a claim against the Contractor, nor any restrictions for property of others in the care, custody or control of the Contractor, CPL to remain in place during the performance of the Work and for 24 months after completion.

- (a) Workers compensation must be in place in accordance with provincial legislation.
- (b) All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

- (c) Deductibles shall be borne by the Contractor.
- (d) The Contractor shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City;
- (e) The Contractor shall provide the Contract Administrator with evidence of insurance at least two (2) business days prior to the commencement of any Work on the Site but in no event later than seven (7) calendar days from notification of the award of the Contract. The evidence shall be in a form of a certificate of insurance and must be satisfactory to the City Solicitor.
- (f) All policies shall be in a form satisfactory to the City of Winnipeg and shall be kept in full force and effect during the Work;

## **B26. SAFETY PROGRAM/CERTIFICATE OF RECOGNITION**

- B26.1 Further to **Error! Reference source not found.**, the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) 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
  - (b) 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
  - (c) 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/>).

## **B27. SUBSTITUTIONS**

- B27.1 If, following your Submission, you become aware that any Persons identified to participate in this Work will be unable or is likely to be unable to participate on this Work, 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 Bid Opportunity has opened, from the Bid Opportunity process.

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

- B28.1 Notwithstanding B19.1, with the exception of B18.4, 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.

B30.2 The City holds the right to invite any or all Proponents to provide a brief presentation.

<b>EVALUATION CATEGORY</b>	<b>WEIGHTING (%)</b>
(a) Conformance to Mandatory Requirements or acceptable deviation therefrom.	<b>Pass/Fail</b>
(b) Understanding of Project & Key Issues ( <b>B21</b> )	<b>30</b>
(i) Understanding of Project Issues	15
(ii) High Level Overview of Method of Construction	15
(c) Drilling Contractor Qualifications and Experience ( <b>B22</b> )	<b>30</b>
(i) Corporate Experience	15
(ii) References	
- Project Manager	5
- Project Superintendant	5
- Lead HDD Operator	5
(d) Past Performance on Similar Projects ( <b>B23</b> )	<b>30</b>
(i) Construction Experience – Horizontal Directional Drilling	10
(ii) Construction Experience – Safety Record	10
(iii) Construction Experience – Environmentally Sensitive Areas	5
(iv) References	5
(e) Innovation/Value Added ( <b>B24</b> )	<b>10</b>
(i) Schedule and Cost Control	5
(ii) Quality Control/Environmental Protection	5
<b>TOTAL</b>	<b>100</b>

B30.1 Further to B30.2(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.

- B30.2 Further to B30.2(b), understanding shall be evaluated considering the information submitted in reference to the Proponent's understanding of the project and key issues information submitted.
- B30.3 Further to B30.2(c), the experience of the team shall be evaluated considering the information submitted in reference to the Proponent's drilling contractors qualifications and experience submitted.
- B30.4 Further to B30.2(d), past performance shall be evaluated considering the information submitted in reference to the past performance on similar projects and references submitted.
- B30.5 Further to B30.2(e), the innovation and value shall be evaluated considering the information submitted in reference to innovation and value added submitted.
- B30.6 Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B30.7 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.
- B30.8 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.
- B30.9 Further to B30.2 through B30.5 a submission may be determined to be not qualified if the Submission does not obtain a minimum of 50% of the points for each category, and a minimum overall score of 70 points.

**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.
- B31.2 Although it is the intention of the City to establish a short-list of Proponents to participate in the Bid Opportunity 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 Bid Opportunity, 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 Work 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.