



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 460-2016

**REQUEST FOR PROPOSAL FOR INDEPENDENT CERTIFIER SERVICES FOR THE
SOUTHWEST RAPID TRANSITWAY (STAGE 2) AND PEMBINA HIGHWAY UNDERPASS
PROJECT**

Proposals shall be submitted to:

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

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Appendix 1 – INDEPENDENT CERTIFIER AGREEMENT (Attached separately)

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR INDEPENDENT CERTIFIER SERVICES FOR THE SOUTHWEST RAPID TRANSITWAY (STAGE 2) AND PEMBINA HIGHWAY UNDERPASS PROJECT

B2. DEFINITIONS

B2.1 When used in this RFP:

- (a) “**Award Authority**” means the authority having the jurisdiction to award the Contract according to the City’s by-laws, policies or procedures;
- (b) “**Bidding Procedures**” means the portion of the Request for Proposal by that name which sets out the terms and conditions governing the Offer, and a reference to a section, clause or subclause with the prefix “B” designates a section, clause or subclause in that portion of the Request for Proposal;
- (c) “**Business Day**” means any Calendar Day, other than a Saturday, Sunday or statutory or civic holiday;
- (d) “**Calendar Day**” means the period from one midnight to the following midnight;
- (e) “**Change Order**” means a variation, addition, reduction, substitution, modification, deletion, removal or other change, other than one which does not have a material effect, to the whole or any part of the Design and Construction, the OMR Services or the Technical Requirements;
- (f) “**Change Order Confirmations**” means a written confirmation provided by the City of the Estimate, and, if applicable, of any adjustments to Project Co’s Design and Construction Schedule and/or Monthly Payments in Schedule 14 - Payment Mechanism of the Project Agreement;
- (g) “**Change Order Directive**” means a written instruction and description of a proposed Change Order, designated as a “Change Order Directive” and signed by the City, directing Project Co to immediately proceed with the work associated with the Change Order;
- (h) “**City**” means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 1989-90, c.10, and any subsequent amendments thereto
- (i) “**Construction Period Lands**” has the meaning given in Schedule 12 – Lands and Identified Encumbrances of the Project Agreement;
- (j) “**Contract Month**” means a calendar month during the OMR Period, except with respect to the first Contract Month, which runs from the Substantial Completion Date until the end of the calendar month in which the Substantial Completion Date falls, and the last Contract Month, which runs from the first day of the calendar month in which the Termination Date falls until the Termination Date;
- (k) “**Deficiency List**” is when upon issuing the Substantial Completion Certificate, the Independent Certifier shall also issue to Project Co and to the City a list of deficiencies identified by the Independent Certifier (the “**Deficiency List**”) required to be rectified for Final Completion and the Independent Certifier’s estimate of the cost to achieve Final Completion;
- (l) “**Design and Construction**” means the design, engineering, construction, installation, testing and completion of the New Infrastructure, including rectification of any items on the Deficiency List, and any other activities required to enable or facilitate the commencement of the OMR Services;
- (m) “**Design and Construction Committee**” has the meaning that the Parties shall, within 30 days following Financial Close, establish a committee (the “**Design and Construction Committee**”), which shall operate from Financial Close to Final Completion, consisting of:

- (i) four representatives appointed by the City from time to time, one of whom will be the City Representative; and
 - (ii) three representatives appointed by Project Co, one of whom shall be the Project Co Representative and one of whom shall be a representative of the Construction Contractor.
- (n) “**Expiry Date**” means the 30th anniversary of the original Scheduled Substantial Completion Date, without taking into account any extension to such date pursuant to Section N1 or Section N2 of the Project Agreement;
- (o) “**Final Completion**” means the completion of the Design and Construction in accordance with the Project Agreement, including the completion of all items on the Deficiency List;
- (p) “**Financial Close**” means the first date that funding is available under the Lending Agreements;
- (q) “**Fixed Fee**” means a fee or fees for Services based on the defined Scope of Services, regardless of the time, effort or resources expended by the Independent Certifier and/or its Subconsultants;
- (r) “**Hourly Rate**” means direct salary cost plus provision for statutory holidays, vacations with pay, employment insurance, health, medical and accidental insurance, group life insurance, Canada Pension Plan, Company Pension Plan, sick leave allowance, compensation and overhead and shall apply to all hours that are billed in performance of the Services;
- (s) “**Independent Certifier**” means the person appointed as the Independent Certifier pursuant to the Independent Certifier Agreement and as may be permitted pursuant to the Project Agreement;
- (t) “**Lands**” means the Construction Period Lands and the OMR Period Lands;
- (u) “**Lending Agreement**” means any or all of the agreements or instruments to be entered into by Project Co or any of its affiliates relating to the Project Financing;
- (v) “**Letter of Intent**” means the letter sent by the Chief Administrative Officer or his/her delegated authority notifying the Independent Certifier that a contract for Services has been awarded to the Independent Certifier;
- (w) “**may**” indicates an allowable action or feature which will not be evaluated;
- (x) “**Monthly Payment**” means the amount payable by the City to Project Co in each Contract Month in accordance with the Project Agreement;
- (y) “**must**” or “**shall**” indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (z) “**New Infrastructure**” means:
- (i) the components of the new infrastructure set out in Section C2 of Schedule 18 – Technical Requirements of the Project Agreement;
 - (ii) the Stadium Access Works; and
 - (iii) the Related Infrastructure;
- (aa) “**OMR Period**” means the period commencing on Substantial Completion and ending on the Termination Date;
- (bb) “**OMR Period Lands**” has the meaning given in Schedule 12 – Lands and Identified Encumbrances of the Project Agreement;
- (cc) “**OMR Services**” means the operations, maintenance and rehabilitation services to be delivered by Project Co in accordance with the Technical Requirements;
- (dd) “**Project Co**” means the person or organization or a combination of persons or organizations as defined in *The Public-Private Partnerships Transparency and Accountability Act* (Manitoba) with which the City will establish a public-private partnership to carry out the Project;

- (ee) **“Project Agreement”** means the agreement to be entered into between the City and Project Co in respect of the Project and all schedules and other attachments thereto as the same may be amended, supplemented, or restated;
- (ff) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (gg) **“Proposal”** means the offer contained in the Proposal Submission;
- (hh) **“Proposal Submission”** or **“Submission”** means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (ii) **“Related Infrastructure”** means, in relation to the New Infrastructure, the following infrastructure that Project Co will design, build and maintain:
 - (i) all site services, utilities, roadways and appurtenances to support the New Infrastructure as specified in Schedule 18 - Technical Requirements of the Project Agreement;
 - (ii) all supporting systems, infrastructure and improvements; and
 - (iii) all other works, improvements, and demolitions to occur on the Lands,in each case required to meet Schedule 18 - Technical Requirements of the Project Agreement and excluding the Maintenance-Exempt Work;
- (jj) **“Request for Proposal (RFP)”** means the Proposal Submission, the Bidding Procedures, the Security Clearance, and all Addenda;
- (kk) **“Services”** means carrying out and doing of all things of every kind, either expressly or impliedly required, that are to be done by the Independent Certifier in accordance with the terms of this Contract and Appendices and Schedules attached hereto and includes all Services, testing, analysis, equipment, matters and things necessary for or incidental to the fulfilment of the requirements of the Contract, and all Change Orders which may be approved as herein provided;
- (ll) **“should”** indicates a desirable action or feature which will be evaluated on a relative scale;
- (mm) **“Stadium Access Works”** has the meaning given in the Technical Requirements;
- (nn) **“Subconsultant”** means a person contracting with the Independent Certifier to perform a part or parts of the Services to be provided by the Independent Certifier pursuant to the Contract;
- (oo) **“Submission Deadline”** means the time and date set out in the Bidding Procedures for final receipt of Proposals;
- (pp) **“Substantial Completion”** means the point at which Design and Construction has been completed in accordance with the Project Agreement and all requirements for Substantial Completion described in the Technical Requirements other than in respect of items on the Deficiency List, have been satisfied;
- (qq) **“Technical Requirements”** means all requirements set out in Schedule 18 of the Project Agreement, including the OMR Requirements and including any amendments made pursuant to Section 11 of the Project Agreement;
- (rr) **“Termination Date”** means the earlier of the Expiry Date and such earlier date, if any, on which termination of the Project Agreement takes effect in accordance with its terms.

B3. SUBMISSION DEADLINE

- B3.1 The Submission Deadline is 12:00 noon. Winnipeg time, June 3, 2016.
- B3.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B3.3 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 B3.1.

B4. BACKGROUND

- B4.1 The City of Winnipeg (the “City”) is responsible for delivering the Southwest Rapid Transitway (Stage 2) and Pembina Highway Underpass Project (the “Project”). The City is planning to enter into a Project Agreement with Plenary Roads Winnipeg (“Project Co”) to design, build, finance, (operate) and maintain the Project as a public-private partnership (P3).
- B4.2 The City of Winnipeg Public Service has received Council approval to proceed with procurement of design and construction of the Project. The Project includes a 7.6 kilometres southerly extension of the existing infrastructure of Stage 1 of the Southwest Transitway from Pembina Highway and Jubilee Avenue to Markham Road and the University of Manitoba. The Project includes the widening and reconstruction of Pembina Highway and construction of 7.6 kilometres of exclusive transitway runningway, eleven structures, retaining wall structures, two drainage pump stations, land drainage and utility relocation works, rapid transit stations, park and ride facilities and active transportation paths. The Project also includes life cycle maintenance of the constructed works over a 30 year time frame and operational maintenance of the existing Southwest Transitway Stage 1. The Project does not include any operations or maintenance of the Winnipeg Transit bus fleet. The Project includes work within CN right-of-way including CN rail structures, CN rail relocation, CN detours and connection to existing CN rail lines. On November 19, 2013 the Province of Manitoba announced that it will contribute up to \$225 million of capital funding to the Project. On February 9, 2015, the Government of Canada announced it will contribute up to \$137.3 million through the P3 Canada Fund.
- B4.3 In June 2014, and supplemented in March 2016, City Council delegated to the Chief Administrative Officer the authority to finalize and execute the Project Agreement and associated ancillary agreements, and to execute documents and certificates in accordance with the terms and conditions of the Project Agreement on behalf of the City. Under the terms of the Project Agreement, on or before Financial Close, the City and Project Co are required to jointly appoint the Independent Certifier (“IC”) for the Project. The firm selected to act as the IC will enter into an agreement with the City and Project Co, substantially in the form attached as Appendix 1 to this RFP.
- B4.4 The IC is an independent and impartial engineering consultant with strong expertise in roadway design and construction, cost estimating, schedule verification and inspection of large scale construction projects. The City and Project Co will both be signatories to the agreement with the IC and all fees and expenses of the IC will be shared equally by the City and Project Co.

B5. ENQUIRIES

- B5.1 All enquiries shall be directed to the Contract Administrator who, for the purposes of this RFP, is identified as follows:
Jesse Crowder
Telephone No. 204-986-4882
Email Address: jcrowder@winnipeg.ca
- B5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Services.
- B5.3 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), 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.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFP will be provided by the Contract Administrator to all Proponents by issuing an addendum.

- B5.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFP will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B5.6 All correspondence or contact by Proponents with the City or Project Co. in respect of this RFP must be directly and only with the City's Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B5.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

- B6.1 Information provided to a Proponent by the City, Project Co. or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B6.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. ADDENDA

- B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 The Contract Administrator will issue each addendum at least three (3) Business Days prior to the Submission Deadline, or provide at least three (3) Business Days by extending the Submission Deadline.
- B7.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B7.2.2 The Proponent is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B7.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B9;
 - (b) Fees (Section B) in accordance with B10;
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B12;

- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B13; and
 - (c) Project Understanding and Methodology (Section E) in accordance with B14;
- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") and six (6) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.
- B8.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B8.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.
- B9. PROPOSAL (SECTION A)**
- B9.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal 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.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

- B9.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on 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 its 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B9.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

B10. FEES (SECTION B)

- B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 The Proposal shall include a Fixed Fee for all disciplines identified in items 1 through 12 as outlined in Appendix A of Appendix 1 attached to this RFP until Final Completion. The Proposal shall also include an hourly rate for items 13 through 15 as outlined in Appendix A of Appendix 1 attached to this RFP until the end of the Initial Term.
- B10.3 The quantities for which payment will be made to the Proponent, for Items 13, 14 and 15 as outlined in Appendix A of Appendix 1 attached to this RFP, are to be determined by the Services actually performed and completed by the Proponent, to be measured as specified in the applicable Scope of Services.
- B10.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B10.4.1 An adjustment to Fees will not be considered based on changes in the Project budget or the Final Total Construction Cost.
- B10.5 Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B10.6 The Fee Proposal shall also include an allowance for allowable disbursements, but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B10.7 Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. SCOPE OF SERVICES

- B11.1 The Services required under this Contract shall consist of certification services as outlined in Appendix A of Appendix 1 attached to this RFP.

B12. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B12.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing independent certifier services on up to three projects of similar complexity, scope and value which may have included roadway design and construction, cost estimating, schedule verification, and inspection of large scale linear infrastructure construction projects.

B12.2 For each project listed in B12.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted construction cost and final construction cost;
- (d) project owner; and
- (e) reference information (two current names with telephone numbers per project).

B12.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B12.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B13. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B13.1 Describe your approach to overall team formation and coordination of team members.

B13.1.1 Include an organizational chart for the Project identifying the roles of each of the Key Personnel.

B13.2 Describe the experience of the Proponent Key Personnel with respect to:

- (a) providing independent certifier services on projects in Canada similar to the Project over the past five years.

B13.3 Describe the Proponent Key Personnel's:

- (a) knowledge of applicable codes, laws, standards and practices, and;
- (b) Working knowledge in all applicable disciplines, including architectural, civil, structural, mechanical, electrical, and quantity surveying.

B13.4 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B13.1.1.

B13.5 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

B14. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B14.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B14.2 Methodology should be presented in accordance with the Scope of Services identified in B11.
- B14.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B14.4 Proposals should address:
- (a) a description of the Proponent team's approach to the provision of Independent Certifier services generally and specifically in relation to the location and nature of the Project including the Proponent's approach and methodology for identifying key issues and solving problems.
 - (b) an organization chart that indicates Key Personnel roles and responsibilities and their respective time commitments.
 - (c) resumes of all key personnel, including their qualifications and experience, and a description of their availability during the Project.
 - (d) any proposed subcontractors or third parties the Proponent intends to engage in connection with the provision of the Independent Certifier services and;
 - (e) any other issue that conveys your team's understanding of the Project requirements.
- B14.5 For each person identified in B13.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in B11.

B15. DISCLOSURE

- B15.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B15.2 The Persons are:
- (a) N/A
- B15.3 Notwithstanding B15, as a result of their ongoing retainers with the City or Project Co. on the Project, the following individuals, companies, firms and their affiliates are not eligible to be a Proponent, participate as team members of a Proponent, or act as advisors to a Proponent or to any of its team members or to otherwise participate in the development and preparation of submissions for this RFP:
- (a) Blake, Cassels & Graydon LLP
 - (b) BTY Quantity Surveyors BC Ltd. (operating as BTY Group)
 - (c) Deloitte LLP
 - (d) Dillion Consulting Limited
 - (e) Hatch Mott MacDonald Ltd.
 - (f) Landmark Planning & Design Inc.
 - (g) Morrison Hershfield Limited
 - (h) PCL Constructors Canada Inc.
 - (i) Plenary Group (Canada) Ltd.
 - (j) TD Securities Inc.
 - (k) Tetra Tech WEI Inc.

B15.4 A Proponent may be disqualified if any of the above-noted ineligible firms participate in the development and preparation of the Proponent's Proposal for this RFP.

B16. QUALIFICATION

B16.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business;
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract.

B16.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B16.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- (f) upon request of the Contract Administrator the Security Clearances as identified in PART C - Security Clearance.

B16.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, further proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.

B16.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/> .

B17.3 To the extent permitted, all Proposal Submissions shall be treated as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Contract Administrator.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 The acceptance of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B19. WITHDRAWAL OF OFFERS

B19.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B19.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B19.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B18.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B20. INTERVIEWS

B20.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents

without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

- B21.3 If, in the course of negotiations pursuant to B21.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

B22.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15.3: (pass/fail)
- (c) Fees; (Section B) 50%
- (d) Experience of Proponent and Subconsultants; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology; (Section E) 15%

B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B22.4 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B10.

B22.5 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity and the information provided in response to B9.

B22.6 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity and the information provided in response to B9.

B22.7 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the Project, project management approach and team organization and the information provided in response to B9.

B22.8 Notwithstanding B22.1(d) to B22.1(f), where Proponents fail to provide a response to B8.2(a) to B8.2(c), the score of zero may be assigned to the incomplete part of the response.

B22.9 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

B23. AWARD OF CONTRACT

B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B23.2 The City will have no obligation to award a Contract to 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.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at its discretion, award the Contract in phases.
- B23.5 Further to Paragraph 6 of Form A: Proposal, the successful Proponent will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B23.6 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Contract Administrator.
- B23.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Independent Certifier will be paid for all Services rendered up to time of termination.
- B23.8 The City intends to award this Contract by June 21, 2016.

PART C - SECURITY CLEARANCE

C1. SECURITY CLEARANCE

C1.1 Every person employed or engaged by the Independent Certifier or Subconsultant who is:

- (a) carrying out work on private property, but excluding Lands, as set out in Schedule 12 - Lands of the Project Agreement, that have a registered owner as Manitoba Hydro, the Manitoba Hydro-Electric Board, CNR, Canadian National Railway Company, CN Transactions Inc. (CN Realty), the University of Manitoba or any other related entities; or
- (b) communicating with members of the public in person or by telephone,

shall be required to obtain, maintain and submit to the City a Security Clearance Check in accordance with this RFP.

C1.2 All Independent Certifier or Subconsultant employees must obtain a Security Clearance Check prior to performing any work specified in Section C1.1.

C1.3 Any individual for whom a Security Clearance Check is not provided, or for whom a Security Clearance Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any work specified in Section C1.1 without the City's prior consent.

C1.4 At any time during the Project Term, the City may, at its sole discretion and acting reasonably, require an updated Security Clearance Check. Any individual who fails to provide a satisfactory Security Clearance Check as a result of a repeated criminal records search will not be permitted to continue to perform any work specified in Section C1.1.

C1.5 The cost of obtaining Security Clearance Checks for all Independent Certifier or Subconsultant employees shall be borne by the Independent Certifier.

APPENDIX 1 – INDEPENDENT CERTIFIER AGREEMENT (ATTACHED SEPARATELY)