



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 908-2016

QUALIFYING TUNNELLING CONTRACTORS FOR CONSTRUCTION OF 2700
TRUNK SEWER - COCKBURN & CALROSSIE SEWER RELIEF WORKS -
CONTRACT 4

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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) **"Contract"** means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (f) **"Contract Administrator"** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (g) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract;
- (h) **"Earth Pressure Balance Tunnel Boring Machine (EPBM)"**: means a steerable tunneling shield that achieves soil excavation by means of a rotating cutter-wheel. Tunnelling operations are usually performed from within the shield. A key attribute of EPBM tunnelling is the ability to maintain a pressurized face. The pressurized face is accomplished using a closed bulkhead wherein excavated materials at the face, mixed with injected soil conditioners such as foam, bentonite and/or polymers, are balanced against the in-situ soil and water pressures, thus providing a means of support at the face, without requiring dewatering, as the tunnel excavation is advanced;
- (i) **"Intermediate Jacking Station (IJS)"** means a fabricated steel cylinder fitted with hydraulic jacks spaced around the circumference, which is incorporated into the pipeline between two specially fabricated pipe sections. The function of an intermediate jacking station is to distribute the jacking load along the pipe string during pipe installation. The hydraulic jacks are removed at the completion of a drive and the gap between adjacent pipe sections is fully closed by pushing the pipes together with the main shaft jacks or another IJS. The steel cylinder remains as an extended sleeve or coupling. The steel cylinder must be protected from corrosion, consistent with corrosion protection used for the jacking pipe and joints;
- (j) **"Jacking Pipe"** means the pipe jacked behind the shield or TBM. The jacking pipe shall be specifically designed to be installed by pipe jacking;
- (k) **"may"** indicates an allowable action or feature which will not be evaluated;
- (l) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (m) **"Open Face Rotary Tunnel Boring Machine"** means a steerable tunneling shield that achieves soil excavation by means of a rotating cutter-wheel. Tunnelling operations are usually performed from within the shield, and excavated soil is discharged to a conveyor or muck car where it is transported to the ground surface for disposal. The guidance system consists of a laser or theodolite and electronic distance meter mounted in the jacking shaft communicating a reference line to a target mounted in the shield's articulated steering head. The target in the TBM provides the operator with information about machine attitude and pitch, and allows for accurate steering control. The shield has the capacity for full breasting of the face using flood doors or similar in the event that additional temporary support of the tunnel face is required;

- (n) **“Person”** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (o) **“Pipe Jacking”** means the process of advancing a tunnelling shield at the leading end of a string of storm drain pipe that is specifically designed for trenchless installation using a combination of a jacking frame in the launch shaft and intermediate jacking stations installed within the pipe string;
- (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) **“Slurry Microtunnel Boring Machine (MTBM)”** refers to a remote-controlled, guided slurry tunnelling shield that can provide continuous support to the excavation face. The MTBM is operated from a control container located on the ground surface. Soil excavation is achieved by a rotating cutter-wheel. Excavated soil enters a slurry chamber where it is mixed with clean slurry to form a slurry with cuttings. Pumps cycle the slurry to the surface where a separation plant removes the solids from the slurry. The recycled slurry is then returned to the face in a closed-system of pumps and hoses. Because of the remote-control operation and the closed spoil-removal system, routine personnel entry into the MTBM is not required. Slurry used to convey spoil contains additives such as bentonite that thicken the slurry, allowing it to carry more solids and providing gel strength to prevent the slurry from permeating the soils at the heading. The guidance system consists of a laser or theodolite and electronic distance meter mounted in the jacking shaft communicating a reference line to a target mounted in the MTBM’s articulated steering head. The target in an MTBM provides the operator with information about machine attitude and pitch, and can allow for accurate steering control;
- (t) **“Submission or Qualification Submission”** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (u) **“Submission Deadline”** means the time and date for final receipt of Submissions;
- (v) **“Substantial Performance”** shall have the meaning attributed to it in The Builders’ Liens Act (Manitoba), or any successor legislation thereto;
- (w) **“Tunnelling”** means the trenchless construction method used to install pipelines using either an open face rotary tunnel boring machine, an earth pressure balance tunnel boring machine, or a slurry microtunnel boring machine;
- (x) **“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 (the “City”) Public Service has received City Council approval to proceed with Cockburn & Calrossie Combined Sewer Relief Works – Contract 4, The construction tender for this Contract will be issued as Bid Opportunity No. 748-2016.
- B2.2 The Scope of Work for Bid Opportunity No. 748-2016 is complex and will require specialized construction methods with unique risks associated with large diameter Tunnelling projects. The project requires the services of an experienced Contractor with the appropriate expertise and resources. The City invites the Submission of qualifications from Proponents interested in bidding on the future Bid opportunity 748-2016.

- B2.3 The purpose of the Request for Qualification RFQ No. 908-2016 is to prequalify bidders for Bid Opportunity No. 748-2016, which will be advertised following completion of the prequalification process.
- B2.4 Only those Proponents duly notified as being successfully qualified through the request for qualification process will be permitted to submit bids for Bid Opportunity No. 748-2016.

B3. BACKGROUND

- B3.1 The Cockburn and Calrossie sewer districts are combined sewer districts scheduled for sewer system upgrading under the City's Basement Flooding Relief (BFR) program. Preliminary engineering Works completed under the Cockburn and Calrossie Combined Sewer Relief Works engineering project has recommended that the upgrading include sewer separation for the western portion of the Cockburn district. The upgrading plans include installation of new land drainage sewers throughout the service area. These new sewers will be routed through a 2700mm pipe extending from Taylor Avenue to a new stormwater retention basin inlet (Parker Stormwater Retention Basin). Discharge from the basin will be through a new 1200mm trunk sewer leading to an outfall to the Red River, located in the Calrossie combined sewer district. The stormwater retention basin and the 1200mm land drainage sewer trunk are to be completed under separate Bid Opportunities.
- B3.2 Construction of the 2700mm pipe leading to the stormwater basin is a critical component of the basement flooding relief project, and will be completed under Bid Opportunity 748-2016. The Calrossie outfall has already been constructed and construction is in progress for the 1200mm trunk sewer. Design for the stormwater basin is well underway and expected to be issued for bids in 2017.

B4. SITE SPECIFIC CONDITIONS

- B4.1 The City of Winnipeg is located near the geographic centre of North America and is known as the Gateway to the West. With a population of over 750,000 it is the capital city for the Province of Manitoba, and is a regional centre for transportation, finance, manufacturing, agriculture and education. For additional information on City services, refer to the City of Winnipeg web site at: <http://winnipeg.ca/interhom/Departments/>
- B4.2 The geographical location results in highly variable seasonal temperatures that may affect construction. During the winter ground freezes to about 2.5 metres depth, and the impact of low temperatures must be considered for construction methods, equipment operation and rates of production.
- B4.3 Winnipeg is located beneath what was once glacial Lake Agassiz, and lies in a flood plain at the confluence of the Red and Assiniboine rivers, which influences both the geotechnical and hydrologic characteristics of the region. A Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR) which deal with soil conditions have been developed for incorporation into the bidding process, which is being provided to Proponents, and will form part of the Contract.
- B4.4 Bid Opportunity 748-2016 will be constructed in an area of new development. Until recently the area was undeveloped open space, but a Walmart retail store has been constructed adjacent to the pipeline alignment, along with a roadway system for customer access and product delivery. The construction must be by trenchless methods for the entire length, and requires minimal disruption to the commercial operation and public traffic flows.
- B4.5 The 2700mm pipeline will cross under the CN railway mainline and terminate in the proposed Parker Stormwater Retention Basin. A crossing agreement is being prepared for the crossing.
- B4.6 Access to the Site from the south will be through an area that is to be developed as a bus rapid transit corridor by others.

B4.7 Bid Opportunity 748-2016 is expected to be completed before the main construction activities for the stormwater retention basin and bus southwest corridor commence.

B5. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

B5.1 The purpose of this Request for Qualifications (RFQ) is to identify Proponents with the appropriate Tunnelling experience and expertise necessary to successfully execute the Work of Bid Opportunity 748-2016. To qualify, the Proponent must:

- (a) demonstrate an understanding of the project objectives, and have a team to provide the necessary expertise to successfully complete the Work, as requested in B23.
- (b) have the minimum amount of experience as identified in B24.

B5.2 Once approved, the successful Proponents will be listed in Bid Opportunity 748-2016 as qualified Tunnelling Contractors. Only Proponents who have gone through the prequalification process, and who have been prequalified will be eligible to submit bids on Bid Opportunity 748-2016.

B6. SCOPE OF WORK

B6.1 The Work to be done under Bid Opportunity 748-2016 will consist of the installation of approximately 500m of 2700mm diameter land drainage sewer (LDS). For reference, see the attached preliminary drawings.

B6.2 The LDS sewer being installed under Bid Opportunity 748-2016 shall be installed using one of the following Tunnelling techniques:

- (a) Open Face Rotary Tunnel Boring Machine
- (b) Earth Pressure Balance Tunnel Boring Machine
- (c) Slurry Microtunnel Boring Machine

B6.3 The Scope of the Work is identified in the preliminary drawings attached to this RFQ. Proponents are advised that the attached information is preliminary and subject to final modifications. A full final set of documents will be issued under Bid Opportunity 748-2016 for the final bidding process.

B7. GENERAL CONDITIONS AND SUPPORTING INFORMATION

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

B7.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
LD-7889	Cover Page
LD-7890	General Plan and Manhole Schedule
LD-7891	From STA 1+000 to 1+040
LD-7892	CN Crossing From STA 1+000 To MH 31
LD-7893	Wilton Street From MH 31 To STA 1+220
LD-7894	Wilton Street From STA 1+220 To STA 1+310
LD-7895	Wilton Street From STA 1+310 To STA 1+410
LD-7896	Wilton Street From STA 1+410 To MH 32

LD-7897	Riser Manhole and Monitoring Point Details
LD-7898	Jacking Pipe Details
LD-7957	General South Construction Access
LD-7958	General North Construction Access

<u>Document Rev.</u>	<u>Document Title</u>
FINAL – REV 1	Cockburn and Calrossie Combined Sewer Relief Works C4 – 2700 Trunk Sewer Geotechnical Baseline Report (October 2016)
FINAL	Cockburn and Calrossie Combined Sewer Relief Works C4 – 2700 Trunk Sewer Geotechnical Data Report (October 2016)

B8. PROJECT SCHEDULE

B8.1 The City intends to complete the Qualification Submissions evaluation by December 22, 2016 and proceed shortly thereafter with issuance of Bid Opportunity 748-2016 for the construction Contract.

B8.2 A tentative schedule for the bidding and award process is as follows. Dates are subject to change:

Phase	Approximate Date(s)
1. RFQ Submission Date	November 29, 2016 (or as extended under B20)
2. Anticipated date of Notification to Successful Proponents	December 22, 2016
3. Anticipated Date of Bid Opportunity 748-2016 Contract 4 issuance	January 6, 2017
4. Bids Close for Bid Opportunity 748-2016 Contract 4 or as modified by Addendum	January 24, 2017
5. Award	Spring 2017

B9. PROCUREMENT PROCESS

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

B9.2 All RFQ Submissions shall be evaluated in accordance with the Request for Qualification.

B9.3 The City holds the right to contact any or all Proponents during the evaluation process to confirm the information provided.

B9.4 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.

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) Michels Tunneling

- (i) Provision of advice on typical shaft diameters, timing of works and potential shaft locations along the proposed route.
 - (ii) Provision of advice on proposed alignment issues and types of tunnelling equipment to be considered.
- (b) Lafarge Canada Inc.
- (i) Provision of advice on typical concrete pipe strengths and typical manhole sizing for installation for future considerations.

B11. ENQUIRIES

- B11.1 All enquiries shall be directed to the Contract Administrator identified in B12.
- B11.2 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.
- B11.3 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.
- B11.4 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.
- B11.5 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.
- B11.6 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.
- B11.7 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.

B12. CONTRACT ADMINISTRATOR

- B12.1 The Contract Administrator is KGS Group, represented by:
- Ray Offman, M.Sc., (CE), P.Eng.
Infrastructure Engineer/ Project Manager
Telephone No: 204 896-1209
Email: ROffman@kgsgroup.com

B13. ADDENDA

- B13.1 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.
- B13.2 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>

B13.2.1 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.

B13.3 The Proponent should acknowledge receipt of each addendum on Form A: Request for Qualification Application.

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 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.

B14.2 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.

B14.3 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.

B14.4 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 RFP has been issued, disqualification from the RFP process.

B15. CONCONFIDENTIALITY AND PRIVACY

B15.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the City. The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFQ and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.

B15.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.

B15.3 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.

B15.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.

- B15.5 The City reserves the right to post the names of the shortlisted Proponents on its website, or otherwise make this information public at the end of the RFQ selection process.
- B15.6 All information will become and remain the property of the City; none will be returned. If the application contains any proprietary or trade secret information, said information must be indicated as such.

B16. NON-DISCLOSURE

- B16.1 Proponents must not disclose any details pertaining to their RFQ and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.
- B16.2 Proponents are advised that an attempt on the part of any Proponent or any of its employees, agents, Contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFQ solicitation, may lead to disqualification.

B17. NO COLLUSION

- B17.1 Upon making a Submission to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.
- B17.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or Submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B18. NO LOBBYING

- B18.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B19. ELIGIBILITY

- B19.1 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Proponent participating in this RFQ or subsequent RFP.

SUBMISSION INSTRUCTIONS

B20. SUBMISSION DEADLINE

- B20.1 The Submission Deadline is 12:00 p.m. Winnipeg time, November 29, 2016.
- 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 shall consist of the following components:
- (a) Form A: Request for Qualification Application (Section A);
 - (b) Form B: Understanding of Project and Key Issues (Section B);
 - (c) Form C: Experience of Proponent (Section C);
 - (i) Appendices, include other relevant information including corporate brochures and reference information
- B21.2 Proponents are advised that Bid Opportunity No 748-2016 will require compliance with the following additional clauses (not to be included in this Qualification Submission):
- (a) Safety Certificate of Recognition; (B26)
 - (b) Undertaking of Insurance; (B25)
- B21.3 All requirements of the RFQ are to 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.
- B21.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B30.1.
- B21.5 The Qualification Submission should be a clear and concise presentation of the required information. Each page shall be single sided, 8.5 x 11, 10 point Arial font, single line spacing.
- (a) Section B of the Submission shall be provided on Form B. Additional pages may be included with Form B, not to exceed five (5) pages. If the Proponent is proposing to be pre-qualified using more than one of the Tunnelling method, then two (2) additional pages may be included for each additional Tunnelling method proposed. Pages exceeding these limits will not be evaluated.
 - (b) Section C of the Submission shall be provided on Form C. Additional information may be included in the Appendices to support the Submission. The Proponent is advised that any new information provided in the Appendices, not requested or related to that presented in Sections B or C, may not be considered.

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/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.

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/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.

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. UNDERSTANDING OF PROJECT AND KEY ISSUES (SECTION B)

B23.1 The Proponent shall demonstrate an understanding of the Work and ability to successfully complete the Work as described in preliminary documents that are attached.

B23.2 Submit on Form B a succinct paragraph or point form description of the overall approach proposed to be used by the Proponent for the Work associated with Bid Opportunity 748-2016. The information shall be provided on Form B and include responses to the main headings below:

- (a) Project Understanding
 - (i) Provide an understanding of the project objectives, key issues and risk factors;
 - (ii) Approach for dealing with Site constraints, Site access limitations and traffic movements, including product delivery to the existing Walmart store.
- (b) Proposed Tunneling Method
 - (i) Description of the proposed Tunnelling method(s) to be used to undertake the Work in Bid Opportunity 748-2016, including rationale for selection of equipment. If the Proponent is proposing to be pre-qualified using more than one of the Tunnelling methods, then the Proponent shall submit this information for each Tunnelling method proposed.

- (c) Organizational Structure
 - (i) Provide an Organizational Structure indicating the Key Personnel for the prime Contractor and any proposed subcontractors; describe roles and responsibilities for Key Personnel.

B23.3 The Proponent is also encouraged to submit a written description of initiative and innovation that would provide benefits to the City.

B24. EXPERIENCE OF PROPONENT (SECTION C)

B24.1 The Proponent shall provide on Form C the following minimum qualifications:

- (a) The Proponent shall have at least five (5) years of corporate experience in performing Tunnelling and Pipe Jacking Work and have completed at least three (3) similar projects, utilizing the Proponent's proposed Tunnelling method, with individual drive lengths of at least 250 meters of Pipe Jacking on each project.
 - (i) At least one of the projects should have an individual drive equal to or greater in length than 400m (the longest pipe reach without a horizontal bend on this project).
 - (ii) All of the projects shall have a minimum Jacking Pipe diameter of 1600mm.
 - (iii) At least one of the projects shall have included the installation of a minimum pipe diameter of 2400mm.
 - (iv) At least one of the projects shall have included use of an Intermediate Jacking Stations.

B24.2 Submissions shall include sufficient detail to describe how the Proponent meets the qualifications through use of Form C. If the Proponent is wanting to be prequalified on more than one Tunnelling method they may provide multiple versions of Form C:

- (a) Corporate Experience
 - (i) Complete Form C, including company office location, number of employees and working geography, number of years the company has been operating, company experience, number of projects, number of trenchless installations in last 3 years.
- (b) Project References
 - (i) Submit a description of referenced projects for the Proponent Experience, including owner's name and contact information.

B24.3 Additional information such as project descriptions, soil conditions, pipe materials, and special features may be included in the Appendices.

B25. INSURANCE

B25.1 Further to B21.2(b), the Proponent is advised that Bid Opportunity 748-2016 will require the successful Contractor to carry insurance policies, to be submitted within three (3) Business Days of a request from the Contract Administrator.

B25.2 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, subcontractors, 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)

B25.3 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 RECONGNITION

B26.1 Further to B21.2(a), 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 the RFQ Submission, the Proponent becomes aware that any key personnel identified to participate in this Project will be unable or is likely to be unable to participate on this Project, the Proponent shall immediately advise the Contract Administrator and identify a proposed substitute key personnel. Failure to do so may result in disqualification from the bidding 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

B30.1 Submissions will be evaluated in accordance with the following:

SUBMISSION COMPONENT	Evaluation	
Section A: Form A: Request for Qualification Application	To be completed in accordance with B22	Pass/Fail
Section B: Form B: Understanding of Project & Key Issues	To be completed in accordance with B23	Pass/Fail
Section C: Form C: Experience of Proponent	To be completed in accordance with B24	Pass/Fail

B30.2 Further to B30.1 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 Section A, request for qualification shall be evaluated considering conformance to mandatory requirements or acceptable deviation therefrom.
- B30.4 Further to B30.1 Section B, understanding and key issues shall be evaluated considering the information submitted in reference to the Proponent's understanding of the project and key issues information submitted.
- B30.5 Further to B30.1 Section C, experience shall be evaluated considering the information submitted in reference to the Proponent's qualifications and experience submitted.
- B30.6 Further to B30.1 Section C, past performance shall be evaluated considering the information submitted in reference to the past performance on similar projects and references submitted.
- B30.7 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.
- B30.8 The City has full authority 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 Proponent must receive a Pass score for each Submission component to be determined to be qualified.

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 City reserves the right and the authority to 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 RFP, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.
- B31.3 The City will have no obligation to proceed with the bidding process if:
- (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 proceeding.
- B31.4 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B31.5 Following the conclusion of the RFQ process, Proponents will be advised whether or not they are successful and may proceed to the bidding process.