



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 73-2017

**REQUEST FOR QUALIFICATION FOR THE RESTORATION OF INTERLOCKING
PAVING STONE CUTS AND PAVEMENT CUTS IN OR OBSTRUCTING
APPROACHES AND HARD SURFACE CUTS WITHIN THE CITY RIGHT-OF-WAY**

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) **"Calendar Day"** means the period from one midnight to the following midnight;
- (c) **"City"** means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (d) **"City Council"** means the Council of the City of Winnipeg;
- (e) **"Commissioning Date"** means that date when construction of the contemplated Project is complete, and the Maintenance Term commences;
- (f) **"Contract"** means the combined documents consisting of the Request for Qualification package, 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;
- (g) **"Contract Administrator"** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (h) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract;
- (i) **"may"** indicates an allowable action or feature which will not be evaluated;
- (j) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (k) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (l) **"Proponent"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (m) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (n) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (o) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (p) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (q) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (r) **"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. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

B2.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents under a LEVEL I qualification to restore interlocking paving stone cuts and pavement cuts in or obstructing approaches and under a LEVEL II qualification which is an

additional option to LEVEL I, experienced and capable proponents to restore Hard surface cuts within the City Right-of Way for the 2017 Construction season..

- B2.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B2.3 All projects will be issued to the pre-qualified Proponents only. Only Proponents qualified under this Request for Qualification will be invited to bid on projects from the pre-qualified Proponents list.
- B2.4 Qualification of Proponents, to bid on prospective Work, shall not be construed as a commitment by the City to award contracts to any Proponent or to pay any costs incurred by the Proponent in preparing a response or otherwise in relation to this statement.
- B2.5 The City reserves the right to contact owners, owner's representatives and/or consultants that have been identified as well as the references provided in this statement of qualification.
- B2.6 The Proponent is obligated to inform the City, in a timely manner, of any changes to key personnel, ownership, bonding capability, financial position, insurance or any other information which may affect its pre-qualified status with the City.

B3. SCOPE OF WORK

B3.1 LEVEL I

The work to be done under the proposed contractor shall consist of the restoration of interlocking paving stone cuts, Approach cuts and sidewalk cuts for the period of May 1, 2017 to December 1, 2017:

(a) Priority I Streets

(i) Reconstruction of Interlocking Paving Stones on lean concrete base will be done in accordance with CW3335

(ii) Reconstruction of curb, sidewalk, and pavement adjacent to interlocking paving stone cuts

(iii) Reconstruction of curb, sidewalk and pavement in or obstructing private approaches

(b) Priority II and III Streets

(i) Reconstruction of Interlocking Paving Stones on lean concrete base will be done in accordance with CW3330

(ii) Reconstruction of curb, sidewalk, and pavement adjacent to interlocking paving stone cuts

(iii) Reconstruction of curb, sidewalk and pavement in or obstructing private approaches

B3.2 LEVEL II

The Work to be done under the Contract shall consist of the restoration of interlocking paving stone cuts and the restoration of Hard Surface Cuts within the City of Winnipeg Right-of-Way for the period of May 1, 2017 to December 1, 2017:

(a) Priority I Streets

(i) Reconstruction of Interlocking Paving Stones on lean concrete base will be done in accordance with CW3335

(ii) Reconstruction of curb, sidewalk, and pavement adjacent to interlocking paving stone cuts

- (iii) Reconstruction of curb, sidewalk and pavement in or obstructing private approaches
- (iv) Reconstruction of curb, sidewalk and pavement in the Street

(b) Priority II and III Streets

- (i) Reconstruction of Interlocking Paving Stones on lean concrete base will be done in accordance with CW3330
- (ii) Reconstruction of curb, sidewalk, and pavement adjacent to interlocking paving stone cuts
- (iii) Reconstruction of curb, sidewalk and pavement in or obstructing private approaches
- (iv) Reconstruction of curb, sidewalk and pavement within the City Right-of Way.

B3.3 The Work shall be done on an “as required” basis during the term of the Contract.

B3.4 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator.

B3.5 The major components of the Work are as follows:

- (a) Priority I, II, and III Streets
 - (i) Excavation of Stabilized Temporary Fill
 - (ii) Supply and Installation of Sub-grade Material
 - (iii) Supply and Installation of Lean Concrete Base
 - (iv) Supply and Installation of Interlocking Paving Stones
 - (v) Sidewalk Renewal
 - (vi) Pavement Renewal
 - (vii) Curb Renewal
 - (viii) Construction of Asphalt Patches
 - (ix) Adjustment of Valve Boxes
 - (x) Adjustment of Curb Stops

B4. GENERAL CONDITIONS

B4.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.

B4.1.1 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

B5. PROCUREMENT PROCESS

B5.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite qualified LEVEL I and LEVEL II Proponents to participate in the second stage of the procurement process, bidding on the projects for work described under B3.1 and B3.2, scope of work.

B5.2 Following completion of the RFQ stage, Proponents will be invited to provide bids in response to a Request for Quotation that will list locations of work and description of the work required at each location. The Contract Administrator will evaluate the bid proposals received from the Proponents and select the preferred Proponent for the purposes of concluding the Contract

B5.3 Upon completion of each project' Request for quotation, the Contract Administrator intends to provide a Purchase Order to the recommended contractor, which will be subject to final approval by the Project Manager

B6. ENQUIRIES

- B6.1 All enquiries shall be directed to the Contract Administrator identified in B7.
- B6.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.
- B6.3 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.
- B6.4 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.
- B6.5 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.
- B6.6 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.
- B6.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B6 unless that response or interpretation is provided by the Contract Administrator in writing.

B7. CONTRACT ADMINISTRATOR

- B7.1 The Contract Administrator is:
Manjot Kaur Aulakh C.E.T.
Technologist II
Telephone No. 204- 794-4370
Email Address: Maulak1@winnipeg.ca

- B7.1 Qualification Submission must be submitted to the address in B16.7.

B8. ADDENDA

- B8.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B8.2 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>
- B8.2.1 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.
- B8.3 The Proponent should acknowledge receipt of each addendum on Form A: Request for Qualification Application.

B9. CONFLICT OF INTEREST AND GOOD FAITH

- B9.1 Proponents must not include among their team, any business entity or individual who is, or is associated with, in any way, 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.
- B9.2 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.
- B9.3 The Proponent declares that in submitting its response to this RFQ, it does so in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect, as a result of the Proponents participation in this Project.
- B9.4 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 RFQ has been issued, disqualification from the RFQ process.

B10. CONFIDENTIALITY AND PRIVACY

- B10.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the City. The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFQ and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.
- B10.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B10.1 The Proponent is advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B10.2 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.
- B10.3 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.
- B10.4 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.

