



**THE CITY OF WINNIPEG**

# **REQUEST FOR QUALIFICATION**

**RFQ NO. 230-2019A**

**READYING THE LANDS AT 151 & 171 PRINCESS STREET FOR  
REDEVELOPMENT OPPORTUNITY**

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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) **"COR"** means Certificate of Recognition. The Workplace Safety and Health Division of Manitoba Labour and Immigration recognizes COR certification as a demonstration that a company has an effective safety and health program.
- (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) **"SECOR"** means the Small Employer Certificate of Recognition Program. It's an occupational health and safety accreditation program that verifies a fully implemented safety and health program which meets provincial standards.
- (n) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (o) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (p) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (q) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (r) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (s) **"Total Performance"** means that the entire Work, except those items arising from the provisions of C13, have been performed in accordance with the Contract;
- (t) **"Work"** or **"Works"** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

## **B2. EXECUTIVE SUMMARY**

- B2.1 City of Winnipeg Public Service has received Council approval to proceed with readying the lands of the former Public Safety Building and Civic Centre Car Park for redevelopment opportunities (the Project).
- B2.2 This Project includes:
- (a) Demolition of the Former Public Safety Building – 151 Princess Street
    - (i) 6 storey concrete framed, non-combustible building with basement;
    - (ii) Each floor is approx. 1,715 m<sup>2</sup> for a total area of 12,685 m<sup>2</sup>;
  - (b) Demolition of the Civic Centre Car Park – 171 Princess Street
    - (i) 4 storey concrete framed, non-combustible building with basement;
    - (ii) Each floor is approx. 3,792 m<sup>2</sup> for a total area of 18,960 m<sup>2</sup>;
  - (c) Asbestos Abatement of Public Safety Building – 151 Princess Street;
  - (d) Readyng the lands for future development.
- B2.3 The construction budget established for the Work is projected to be nine million, eight hundred thousand dollars (\$9,800,000). The Proponents are advised no monies have been approved to date. The Work is contingent upon Council's adoption of the 2019 project capital funding.
- B2.4 The Work requires the services of an experienced Contractor with the appropriate demolition expertise and resources. The Contractor shall carry out all Work in strict compliance with all applicable regulations, acts, codes, and by-laws. The Work would be continuous until completed. The City invites submissions of qualifications from Proponents interested in bidding on the future Tender No. 230-2019B.

## **B3. BACKGROUND**

- B3.1 The Civic Centre Car Park, at 171 Princess Street was opened in November 1967 and provided parking for City of Winnipeg staff, Winnipeg Police Service operations, and also the public at large visiting City Hall, Red River College's Princess Campus, the Exchange District and surrounding area. In August 2012, the City closed the facility as a precautionary measure to safeguard the public against structural deterioration. Regular inspections, repairs, and shoring have been maintained on an ongoing basis to stabilize the facility. The Civic Centre Car Park has since been deemed unsuitable for refurbishment and approved for demolition.
- B3.2 The Public Safety Building at 151 Princess Street was opened in May, 1966, as the Winnipeg Police Service's new operational Headquarters, having relocated from the former Rupert Station. As the City grew in population, this existing facility could not accommodate the operational needs of the Winnipeg Police Service. The Winnipeg Police Service completed their relocation to their new Headquarters on Smith Street in June 2016.
- B3.3 After much consideration, the City determined the best solution was to demolish both structures and prepare the land for future redevelopment.
- B3.4 The following information is available upon written request to the Contract Administrator identified in B15. The Proponent may be required to enter into a confidentiality and sharing agreement with the City prior to release of information:
- (a) Readyng the Lands of the Former Public Safety Building and Civic Centre Car Park for Redevelopment – 151 & 171 Princess Street, Phase 1 Report, Stantec, September 5, 2018.

## **B4. WINNIPEG**

- B4.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing,

agriculture and education. It is known as the Gateway to the West. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and was first established around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.

- B4.2 For information on City demographics, refer to the City of Winnipeg web site at: [https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1\\_2019.pdf](https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf)
- B4.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>
- B4.4 For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: <https://winnipeg.ca/interhom/toc/departments.asp>
- B4.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

## **B5. SITE SPECIFIC CONDITIONS**

- B5.1 The City of Winnipeg is located near the geographic centre of North America. The City's geographical location results in highly variable seasonal temperatures that may effect construction. During the winter, ground freezes to about 2.5 meters depth and the impact of low temperature must be considered for construction means and methods, equipment operation and rates of production.
- B5.2 The Site is located in an active area in the centre of Winnipeg's downtown with many pedestrian and vehicular thoroughfares. The Site is surrounded by Red River College, Exchange District Market Square, Winnipeg Chinese Cultural and Community Centre, Patterson Global Foods Institute, Residences, Daycare, City Hall and independent businesses. Some evening Work may be necessary when there is less traffic and fewer pedestrians. See Appendix A for an informative map of the area.
- B5.3 During demolition, the Proponent must consider the effects of vibration, dust and acoustics on the surrounding area and minimize the impact to local residents and businesses as mentioned in B5.2. The City will monitor the vibration during the demolition to ensure demolition does not affect neighboring properties and pedestrians.
- B5.4 Rodent control will be addressed prior to the buildings being turned over to the successful Proponent. During the demolition, rodent control is expected to be maintained by the successful Proponent to mitigate rodents vacating the lands to neighboring properties.
- B5.5 It is expected that the asbestos abatement will be completed for the Civic Centre Car Park prior to that building being turned over to the successful Proponent. The asbestos abatement Work for the Public Safety Building will be included in Tender 230-2019B. See Appendix B for the Asbestos Inventory Control sheets for the Public Safety Building.
- B5.6 The City will retain a Consultant to complete a review of neighboring buildings and infrastructure to document existing conditions.

## **B6. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT**

- B6.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents with the appropriate Demolition expertise necessary to successfully execute the Work of future Tender 230-2019B.
- B6.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.

- B6.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist up to three (3) of the most qualified Proponents. Only those Proponents on the shortlist will be invited to further submit a more detailed proposal.

## **B7. SCOPE OF WORK**

- B7.1 The Work to be done under future Tender 230-2019B shall consist of the demolition and readying the lands of the former Public Safety Building and Civic Centre Car Park for future redevelopment.
- B7.2 The major components of the Work are as follows:
- (a) Demolition of a 6 and 4 storey building and the backfill of the excavation;
  - (b) Asbestos and other hazardous materials abatement of the Public Safety Building;
  - (c) Installation of protective barriers around the Site;
  - (d) Decommissioning and removal of the existing underground storage tank (UST);
  - (e) Removal of any residual impacted soils associated with the UST;
  - (f) Decommissioning of the on-site monitoring well;
  - (g) Decommissioning of the fire sprinkler system and fire detection alarm system during demolition;
  - (h) Maintaining Site, public and traffic safety;
  - (i) Waste Management and recording of material removed from the Site to meet the requirements of the demolition portions of LEED Silver;
  - (j) Retaining Engineering services to provide stamped Engineering Reports of the methods of demolition, shoring and other protection measures;
  - (k) Means to minimize Dust, Noise, and Vibration around the Site;
  - (l) Installation of a tunnel cap on the Public Safety Building/Civic Centre Car Park side of tunnel;
  - (m) Salvage of diesel generator equipment, with salvage value credit payable to the City in exchange for equipment ownership; and
  - (n) Full survey of all piles and remaining foundation for future development.

## **B8. GENERAL CONDITIONS**

- B8.1 The *General Conditions for Construction* (Revision 2019 01 15) are applicable to the Work of the Contract.
- B8.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)

## **B9. SITE TOUR**

- B9.1 The Proponent is advised that a Site Tour will be held to provide the opportunity for the Proponent to see firsthand the complexity, magnitude and scope of the Project.
- B9.2 The Contract Administrator or an authorized representative will conduct a Site Tour for Proponents at 9:00 AM on March 20, 2019, to provide Proponents access to the Site.
- (a) Meeting attendees are expected to gather at the corner of William Avenue and Princess Street;
  - (b) Meeting attendees are expected to bring proper PPE including, Canadian Standards Association (CSA) hard hat, CSA hard toe shoes, safety goggles, high visibility vest and flashlight;

- (i) If attendee does not bring proper PPE, that attendee would be denied entry into the buildings.
- (c) Meeting attendees must abide by all requirements of City safety standards and the Workplace Safety and Health Regulation of Manitoba; and
- (d) A brief safety orientation will be given prior to the tour commencing.

B9.3 Proponents wishing to attend the Site tour should confirm their intention by end of day on March 18, 2019 to the Contract Administrator identified in B15.

B9.4 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Tour unless that information or interpretation is provided by the Contract Administrator in writing.

**B10. PROJECT SCHEDULE**

B10.1 The City intends to complete the evaluation of the Qualification Submissions by April 30, 2019 and proceed with the issuance of Tender by May 1, 2019.

B10.2 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Open Period	March 8, 2019 to April 9, 2019
2. Evaluation/Shortlist of Proponents	April 12, 2019 to April 30, 2019
3. Tender Open Period	May 1, 2019 to May 16, 2019
4. Project Award	August 2019
6. Construction	September 2019 to 3 <sup>rd</sup> Quarter 2020
7. Total Performance Certificate	3 <sup>rd</sup> Quarter 2020

**B11. PROCUREMENT PROCESS**

B11.1 The first stage of the procurement process for the Project is this RFQ.

- (a) The City intends to invite a minimum of three (3) and a maximum of five (5) Proponents to participate in the second stage of the procurement process, the Tender;
- (b) The City holds the right to contact any or all Proponents during the evaluation process to confirm the information provided; and
- (c) The City, in its sole discretion, may interview any or all Proponents during the evaluation process to provide clarification or additional information in relation to its Submission.

B11.2 The second stage of the procurement process for the Project is the Tender.

- (a) Only those Proponents on the shortlist will be invited to bid on the future Tender 230-2019B; and
- (b) Details on the Tender process will be provided to the Proponents at the completion of the RFQ stage.

B11.3 Upon completion of the Tender stage, the City's Project Team intends to provide City Council with a recommendation for award of the Contract. Award of the Contract to the recommended Contractor will be subject to final approval by City Council.

**B12. DISCLOSURE**

B12.1 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.

B12.2 The Persons are:

- (a) Rakowski Cartage and Wrecking Ltd.
  - (i) provision of advice on cost estimate.

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

B13.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B13.2 Conflict of Interest means any situation or circumstance where a Proponent or employee of the Proponent proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Submittal or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFQ process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFQ process) of strategic and/or material relevance to the RFQ process or to the Work that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B13.3 In connection with its Submittal, each entity identified in B13.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFQ process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B13.4 Without limiting B13.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B13.5 Without limiting B13.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:



- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B13.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

#### **B14. ENQUIRIES**

B14.1 All enquiries shall be directed to the Contract Administrator identified in B15.

B14.2 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.

B14.3 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.

B14.4 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.

B14.5 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.

B14.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B14 unless that response or interpretation is provided by the Contract Administrator in writing.

#### **B15. CONTRACT ADMINISTRATOR**

B15.1 The Contract Administrator is:

Tracy Stople

Project Coordinator

Telephone No. 204-986-2221

Email Address: [tstople@winnipeg.ca](mailto:tstople@winnipeg.ca)

#### **B16. ADDENDA**

B16.1 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.

- B16.2 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>
- B16.3 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.
- B16.4 The Proponent should acknowledge receipt of each addendum on Form A: Request for Qualification Application.
- B16.5 Notwithstanding B14, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B15.

## **B17. CONFIDENTIALITY AND PRIVACY**

- B17.1 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.
- B17.2 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.
- B17.3 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).
- B17.4 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.
- B17.5 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.
- B17.6 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.

## **B18. NON-DISCLOSURE**

- B18.1 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.

B18.2 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.

**B19. NO COLLUSION**

B19.1 Upon making a Submission to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B19.2 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 Tender has been issued, from the Tender process.

**B20. NO LOBBYING**

B20.1 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 Tender has been issued, disqualification from the Tender process.

**B21. ELIGIBILITY**

B21.1 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 Tender.

**B22. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION**

B22.1 Qualification Submissions will not be opened publicly.

B22.2 Following the conclusion of the RFQ process, the names of the shortlisted Proponents and their addresses 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/> .

B22.3 The Proponent is advised that any information contained in any Qualification 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).

B22.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B22.4 Following the qualification process, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator identified in B15.

## **SUBMISSION INSTRUCTIONS**

### **B23. SUBMISSION DEADLINE**

- B23.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 9, 2019.
- B23.2 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 B23.1.
- B23.3 Qualification Submissions will not be opened publicly.
- B23.4 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.
- B23.5 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.
- B23.6 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B23.7 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

### **B24. QUALIFICATION SUBMISSION**

- B24.1 The Qualification Submission shall consist of the following components:
- (a) Form A: Request for Qualification Application (Section A);
  - (b) Evidence of Safety, Bonding Capacity, Authority to Carry on Business, Workers Compensation, and Insurance (Section B):
    - (i) Safety (Section B);
    - (ii) Evidence of Bonding Capacity (Section B);
    - (iii) Authority to Carry on Business (Section B);
    - (iv) Workers Compensation (Section B); and
    - (v) Insurance (Section B).
  - (c) Equipment and Resources (Section C).
- B24.2 The Qualification Submission should also consist of the following components:
- (a) Understanding of Project and Key Issues (Section D); and
  - (b) Experience of Proponent (Section E) and Form B
- B24.3 Further to B24.1, all components of the RFQ shall be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B24.4 Further to B24.2, all components of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B24.5 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B34.1(a).

- B24.6 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- B24.7 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

**Format**

- B24.8 Proponents should submit one (1) unbound original (marked "original") and five (5) copies.
- (a) The Qualification Submission should be a clear and concise presentation of the requested information;
  - (b) Each requirement should be addressed in a separate section clearly marked with the corresponding letter;
  - (c) Each page should be single sided, 8.5 x 11, 10 point Arial font, single line spacing;
- B24.9 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

**B25. FORM A: REQUEST FOR QUALIFICATION APPLICATION (SECTION A)**

- B25.1 Further to B24.1(a), the Proponent shall complete Form A: Request for Qualifications Application, making all required entries.
- B25.2 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.
- B25.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B25.2.
- B25.3 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.
- B25.4 Paragraph 8 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.
- B25.5 The name and official capacity of all individuals signing Form A: Request for Qualification Application should be printed below such signatures.
- B25.6 All signatures should be original.

B25.7 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.

**B26. EVIDENCE OF SAFETY, BONDING CAPACITY, AUTHORITY TO CARRY ON BUSINESS, WORKERS COMPENSATION AND INSURANCE (SECTION B)**

**SAFETY**

B26.1 Further to B24.1(b)(i), the Proponent shall submit one of the following that indicates proof of a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba):

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba’s SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
  - (i) 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
  - (ii) 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
- (b) 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/>)
- (c) the Proponent shall provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractors have a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba) in accordance with B26.1(a) or B26.1(b).
- (d) the Proponent shall provide details of its safety record for the past five (5) years, including team safety statistics and an overview of the proposed safety program for the Project.

**BONDING CAPACITY**

B26.2 Further to B24.1(b)(ii), the Proponent shall provide evidence of bonding capacity of at least ten million dollars (\$10,000,000) in the form of a letter of prequalification from a recognized bonding company.

**AUTHORITY TO CARRY ON BUSINESS**

B26.3 Further to B24.1(b)(iii), the Proponent shall provide evidence of authority to carry on business as specified below.

- (a) 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.

**WORKERS COMPENSATION**

B26.4 Further to B24.1(b)(iv), the Proponent shall provide evidence of the Workers Compensation coverage specified in C6.15 of the General Conditions, identified in B8.

## INSURANCE

- B26.5** Further to B24.1(b)(v) the Proponent shall exhibit insurability and provide evidence of the following insurance at all times during the performance of the Work:
- (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 Proponent, all Sub-contractors and Sub-consultants, and the City, covering bodily injury, personal injury, property damage and products and completed operations. Wrap Up liability to also include cross liability clause, contractual liability and twelve (12) months completed operations. The certificate of insurance must clearly indicate that it includes the operations of “Demolition”;
  - (b) Automobile liability insurance for owned and non-own automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000);
  - (c) Contractors Pollution Liability (CPL) insurance in the amount of at least one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate insuring against claims for:
    - (i) Bodily injury
    - (ii) Property damage including diminution in value and Natural Resource Damages
    - (iii) Clean-up costs
    - (iv) Transported cargo and non-owned disposal sites (blanket basis)
    - (v) Sudden and gradual pollution conditions including the further disruption of pre-existing from the Proponent’s operations and completed operations;Such policy shall add the City as an additional insured
  - (d) Workers Compensation must be in place in accordance with provincial legislation;
  - (e) All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba;
  - (f) Deductibles shall be borne by the Proponent;
  - (g) The Proponent shall not cancel, or cause any such policy or policies to lapse without a minimum of thirty (30) days prior written notice to the City;
  - (h) The Proponent shall provide the Contract Administrator with evidence of insurability in the form of a certificate of insurance or signed letter from their insurance broker outlining that the Proponent can provide the above evidence of insurance and must be in a form satisfactory to the City Solicitor;
  - (i) All policies shall be in a form satisfactory to the City and shall be kept in full force and effect during the Work.

## **B27. EQUIPMENT AND RESOURCES (SECTION C)**

- B27.1** Further to B24.1(c), the Proponent shall submit a list of equipment that they own or have access to that would be required to do the Work in this Project . For each heading listed below, provide quantity of each piece of equipment and number of Workers in your organization that are qualified to use the equipment:
- (a) Track Mounted Equipment eg Backhoes, Excavators, etc.;
  - (b) Rubber Tire Mounted Equipment eg Front End Loaders, etc.;
  - (c) Hydraulic Attach eg Thumb, Concrete breaker, etc.;
  - (d) Trucks (Hauling) eg Tandems, trailers, etc.;
  - (e) Other equipment and resources required for this Project that is not included in B27.1(a) to B27.1(d).
- B27.2** The Contract Administrator shall have full access to any of the Proponent’s equipment and facilities to confirm the Proponent’s equipment and facilities are adequate to perform the Work.

**B28. UNDERSTANDING OF PROJECT AND KEY ISSUES (SECTION D)**

- B28.1 Further to B24.2(a), the Proponent should demonstrate an understanding of the Work and ability to successfully complete the Work described herein.
- (a) Provide a succinct paragraph or point form description demonstrating the Proponent's understanding of the key project requirements, limitations, estimated schedule, and potential risks;
  - (b) Provide the methodology for carrying out the demolition services of this Project;
  - (c) Provide a description of the Proponent's approach to meet the requirement of LEED Silver, where applicable.

**B29. EXPERIENCE OF PROPONENT (SECTION E)**

- B29.1 Further to B24.2(b), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) by providing:
- (a) Company Profile
    - (i) Name, address (location of home and branch offices), number of fulltime personnel, length of time in business;
    - (ii) Number of completed contracts similar in size, scope and complexity in the last ten (10) years in an urban setting;
    - (iii) Provide comment on the company's capacity to complete this Project relative to the company's current workload;
  - (b) Relevant Projects
    - (i) Details of three (3) urban demolition projects similar in size, scope and complexity that occurred in the last ten (10) years. This information should be completed and submitted on Form B. If additional space is required for the response, include on separate sheet;
  - (c) Key Personnel
    - (i) Provide detailed, comprehensive resumes for all personnel (including Subcontractors) proposed for this Project, clearly identifying the specific roles and responsibilities fulfilled on each project listed under their past project experience. Resumes should include at minimum: Senior Personnel/Principal in Charge, Lead Project Manager, Site Superintendent(s), Site Forman; Safety Officer, Other Key Personnel;
    - (ii) Clearly explain/justify personnel assignment providing explanations of how each individual's qualification of experience would specifically benefit this Project;
  - (d) Other Relevant Experience
    - (i) Provide any additional experience not captured in B29.1(a), B29.1(b), or B29.1(c) that relates specifically to this Project.

**B30. RIGHT TO VERIFY**

- B30.1 The City has full power to conduct an independent verification of information in any RFQ Submission received and generally pertaining to the qualifications and experience of the Proponent and proposed members of its team.
- B30.2 The City has the right to disqualify any Proponent and to reject the RFQ submission of any Proponent whose RFQ submission contains any false or misleading information. The City also has the right to disqualify any Proponent and/or to reject the RFQ Submission of any Proponent which, in the City's discretion, has failed to disclose any information that would, if disclosed, materially adversely affect the City's evaluation of the relevant Proponent's RFQ submission.
- B30.3 The City is under no obligation to independently verify any information in any RFQ submission.



**B31. SUBSTITUTIONS**

- B31.1 If, following the RFQ Submission, the Proponent becomes aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, the Proponent must immediately advise the Contract Administrator and indicate the proposed substitute Person. Failure to do so may result in disqualification of the Submission from the RFQ process or, if the City becomes aware of the breach of this provision after the Tender has been issued, from the Tender process.
- B31.2 For personnel consistency, it is important to the City that the successful Proponent and their Key Personnel assigned to the Project remain constant, to the greatest extent possible, throughout the Project. The successful Proponent agrees not to assign Key Personnel to other projects if doing so would have an adverse impact on the individual's availability to perform their duties for this Project in a timely manner. The successful Proponent will be obligated to inform the Contract Administrator, in a reasonably timely manner, of any changes to Key Personnel, which may affect their ability to perform this Project and provide a City approved process for ensuring complete transference and consistency of information to new personnel without disruption to the Project.

**B32. NON-CONFORMING SUBMISSIONS**

- B32.1 Notwithstanding B24.1, with the exception of B23.4, 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.
- B32.1.1 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.
- B32.2 If the requested information is not submitted by the time specified in B32.1.1, the Submission will be determined to be non-responsive.

**B33. PROPONENT'S COSTS AND EXPENSES**

- B33.1 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**

**B34. EVALUATION CRITERIA**

- B34.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

<b>EVALUATION CATEGORY</b>	<b>POINTS</b>
(a) Conformance to all Mandatory Requirements or acceptable deviation therefrom.	<b>Pass/Fail</b>
(b) Section A – Form A: Request for Qualifications in accordance with B25	<b>Pass/Fail</b>

<p>(c) Section B -Safety, Contract Security, Authority to Carry on Business, Workers Compensation, Insurance in accordance to B26</p> <p>(i) B26.1 Evidence of Health and Safety requirements</p> <p>(ii) B26.2 Evidence of Bonding Capacity</p> <p>(iii) B26.3 Evidence of Authority to Carry on Business</p> <p>(iv) B26.4 Evidence of Workers Compensation coverage</p> <p>(v) B26.5 Evidence of Insurance Coverage</p>	<b>Pass/Fail</b>
<p>(d) Section C - Equipment and Resources in accordance to B27</p>	<b>25</b>
<p>(e) Section D - Understanding of Project and Key Issues in accordance to B28</p> <p>(i) B28.1(a) Key Project Requirements</p> <p>(ii) B28.1(b) Methodology</p> <p>(iii) B28.1(c) LEED Silver</p>	<p><b>25</b></p> <p>10</p> <p>10</p> <p>5</p>
<p>(f) Section E - Experience of Proponent in accordance to B29</p> <p>(i) B29.1(a) Company Profile</p> <p>(ii) B29.1(b) Relevant Projects, Form B</p> <p>(iii) B29.1(c) Key Personnel</p> <p>(iv) B29.1(d) Other Relevant Experience</p>	<p><b>50</b></p> <p>10</p> <p>20</p> <p>15</p> <p>5</p>
<p><b>TOTAL SCORE</b></p>	<b>100</b>

- B34.2 Further to B34.1(a), B34.1(b) and B32, 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.
- B34.3 Further to B34.1(c), Section B, the Proponent shall be evaluated considering the requirements in accordance with B26.
- B34.4 Further to B34.1(d), Section C, the Proponent shall be evaluated considering the requirements in accordance with B27.
- B34.5 Further to B34.1(e), Section D, the Proponent shall be evaluated considering the requirements, in accordance with B28.
- B34.6 Further to B34.1(f), Section E, the Proponent shall be evaluated considering the requirements, in accordance with B29.
- B34.7 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.
- B34.8 The City may, in its sole discretion, interview any or all Proponents during the evaluation process, to provide clarification in relation to its Submission.

B34.9 Further to B34.2 and B34.3, the Proponent must receive a pass score to be determined to be qualified.

**B35. NO CONTRACT**

B35.1 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.

B35.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the Tender stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to its Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the Tender, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.

B35.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.

B35.4 If the City proceeds to request a more detailed proposal, only to Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:

- (a) only one Submission is received; or
- (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.

B35.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.

## **APPENDIX A – INFORMATIVE MAP OF THE AREA AROUND 151 & 171 PRINCESS STREET**

**APPENDIX B – ASBESTOS INVENTORY CONTROL PUBLIC SAFETY BUILDING – APRIL 9, 2018**