



**THE CITY OF WINNIPEG**

# **REQUEST FOR QUALIFICATION**

**RFQ NO. 3-2020**

**REQUEST FOR QUALIFICATION FOR THE RESTORATION OF WINTER AND  
SUMMER BOULEVARD UTILITY CUTS**

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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) "**Boulevard**" means the portion of a street on either side of a roadway but does not include a sidewalk, median or traffic island;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**City**" means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (e) "**City Council**" means the Council of the City of Winnipeg;
- (f) "**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) "**Cut**" means any excavation made or damage caused to a surface;
- (j) "**may**" indicates an allowable action or feature which will not be evaluated;
- (k) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (l) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (m) "**Proponent**" means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (n) "**Round**" means portion of work that will be sent to contractors for bid;
- (o) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (p) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (q) "**Sod**" means turf grass sod with a mineral soil layer;
- (r) "**Submission or Qualification Submission**" means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (s) "**Submission Deadline**" means the time and date for final receipt of Submissions;
- (t) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (u) "**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. BACKGROUND**

B2.1 Various contractors, including city forces, (Water, Sewer, Communication Utility, etc.) make cuts within the City's grassed boulevards, medians and/or privately owned grassed areas. The City of Winnipeg is tendering the restoration of boulevard cuts in order to expedite the restoration in an efficient manner.

## **B3. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT**

B3.1 The purpose of this Request for Qualification (RFQ) is to find qualified proponents to restore boulevards damaged during the utility excavation process within the City of Winnipeg.

B3.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.

B3.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist the qualified Proponents. Only those Proponents on the shortlist will be invited to submit quotes in the second stage of the procurement process.

## **B4. SCOPE OF WORK**

B4.1 The Work to be done under the proposed Contract shall consist of restoring multiple utility cuts within boulevards, medians and other grassed areas with sod and/or topsoil and seed in designated areas of the City.

B4.2 The major components of the Work are as follows:

- (a) Excavation and removal of excess subsoil material from the cut restoration area
- (b) Supply, placement and compaction of suitable backfill material in accordance with CW3110
- (c) Grading of cut restoration area in accordance with CW3110.
- (d) Placement of topsoil, finish grading and rolling in accordance with CW3540
- (e) Placement of sod in accordance with CW3510, SD-243
- (f) Placement of seed in accordance with CW3520
- (g) Watering and rolling sod and seed in accordance with CW3510
- (h) Site Clean-up
- (i) Thirty (30) Day Maintenance Period, maintenance of sod and seed areas
- (j) Installation, replacement and/or regrading of patio blocks in accordance with CW3110, CW3330, SD-240A

B4.3 All specifications included with the Request for Quotation shall govern over The City of Winnipeg Standard Construction Specifications available at <https://winnipeg.ca/matmgt/spec>.

## **B5. PROCUREMENT PROCESS**

B5.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite all qualified Proponents on the short list to participate in the second stage of the procurement process, the RFQ, bidding on the projects for work described under B4 Scope of Work.

B5.2 Following completion of the RFQ stage, Proponents will be invited to provide bids in response to Requests for Quotation that will list locations and describe the work required at each location. The Contract Administrator will evaluate the bids received from the proponents and select the lowest price for the purposes of concluding the Contract.

B5.3 Upon completion of each project's Request for Quotation, the Contract Administrator intends to provide a purchase order to the recommended Contractor, which will be subjected to final approval by the Contract Administrator.

## **B6. DISCLOSURE**

B6.1 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.

B6.2 The Persons are:

- (a) N/A

## **B7. CONFLICT OF INTEREST AND GOOD FAITH**

B7.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B7.2 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 Bids 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.

B7.3 In connection with its Bid, each entity identified in B7.2 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.

B7.4 Without limiting B7.3, 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.

B7.5 Without limiting B7.3, 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 B7.4 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.

B7.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B8. ENQUIRIES**

B8.1 All enquiries shall be directed to the Contract Administrator identified in B9.

B8.2 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.

B8.3 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.

B8.4 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.

B8.5 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.

B8.6 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.

B8.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

## **B9. CONTRACT ADMINISTRATOR**

B9.1 The Contract Administrator is:

Thomas Krainert, C.E.T.  
Technologist II

Telephone No. (204) 794-4062

Email Address: tkrainert@winnipeg.ca

**B10. ADDENDA**

- B10.1 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.
- B10.2 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.
- B10.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B10.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B10.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B10.6 Notwithstanding B8, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B9.

**B11. CONFIDENTIALITY AND PRIVACY**

- B11.1 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.
- B11.2 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.
- B11.3 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).
- B11.4 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.
- B11.5 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.
- B11.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

**B12. NON-DISCLOSURE**

B12.1 Proponents must not disclose any details pertaining to their Qualification Submission 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.

B12.2 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, may lead to disqualification.

**B13. NO COLLUSION**

B13.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B13.2 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.

**B14. NO LOBBYING**

B14.1 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 RFQ has been issued, disqualification from the RFQ process.

**B15. ELIGIBILITY**

B15.1 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 Request for Quotation.

**B16. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION**

B16.1 Qualification Submissions will not be opened publicly.

B16.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B16.3 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).

B16.3.1 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.

B16.4 Following the evaluation process, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## SUBMISSION INSTRUCTIONS

### B17. SUBMISSION DEADLINE

- B17.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 2<sup>nd</sup>, 2020.
- B17.2 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 B17.1.

### B18. QUALIFICATION SUBMISSION

- B18.1 The Qualification Submission should consist of the following components:
- (a) Form A: Qualification Submission (Section A);
  - (b) Form B: Qualification Questionnaire (Section B);
- B18.2 The Qualification shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B18.2.1 Qualifications will **only** be accepted electronically through MERX.
- B18.3 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B18.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B25.1(a).
- B18.5 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.
- B18.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- B18.7 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

### B19. FORM A: QUALIFICATION SUBMISSION

- B19.1 Further to B18.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.
- B19.2 Paragraph 2 of Form A: Qualification Submission 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.
- B19.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B19.2.
- B19.3 In Paragraph 3 of Form A: Qualification Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.
- B19.4 Paragraph 7 of Form A: Qualification Submission 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;
- (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.

B19.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B19.6 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.

## **B20. FORM B: QUALIFICATION QUESTIONNAIRE**

B20.1 Further to B18.1(b), the Proponent shall complete in sufficient detail **Form B: Qualification Questionnaire** for the City to evaluate the qualifications of the Proponent(s) by providing:

- (a) List of key personal that will be performing work. Each should consist of: contact name, years of experience and type of restorations performed;
- (b) Physical address and (if applicable) name of completed projects. The projects listed should be similar in size, scope and complexity;
- (c) Details of scope, value of each contract and completion date;
- (d) Company name (owner), name of client, phone number and email address;
- (e) Three (3) references for recent projects (if different from above) similar in size and scope. Each reference should consist of a company name, contact name, email address, phone number, project name, location, brief description of the project, date of completion and value of project.
- (f) Type and quantity of equipment to be used to carry out works under the proposed contract.
  - (i) Track equipment shall not be used
  - (ii) The Contractor shall use a wheeled excavator capable of directly loading and unloading materials from delivery/hauling equipment to the cut restoration site

## **B21. QUALIFICATION**

B21.1 Further to B18.1(b) the Proponent shall submit:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) Have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B21.2 The Proponent and any proposed subcontractor (for the portion of the work proposed to be subcontracted to them) shall:

- (a) Be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials

Management Division website at  
<https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>.

- B21.3 The Proponent and any proposed subcontractor (for the portion of the work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- B21.4 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall have:
- (a) *2020 Streets By-law License No. 1481/77*
  - (b) Attended a seminar for the *Manual of Temporary Traffic Control* within the last three years.
  - (c) Evidence of registration and in good standing with the *Workers Compensation Board of Manitoba*
- B21.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponents equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponents equipment and facilities are adequate to perform the Work.
- B21.6 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

## **B22. WORKPLACE SAFETY AND HEALTH QUALIFICATION**

- B22.1 The Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
    - (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/>).

## **B23. NON-CONFORMING SUBMISSIONS**

- B23.1 Notwithstanding B18.1, 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.

B23.1.1 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.

B23.2 If the requested information is not submitted by the time specified in B23.1.1, the Submission will be determined to be non-responsive.

**B24. PROPONENT'S COSTS AND EXPENSES**

B24.1 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**

**B25. EVALUATION CRITERIA**

B25.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

<b>EVALUATION CATEGORY</b>	<b>WEIGHTING (%)</b>
(a) Conformance to Submission Requirements or acceptable deviation therefrom.	<b>Pass/Fail</b>
(b) Experience of Proponent(s)	100
(i) Landscaping/ Restoration Experience	30
(ii) Key Personnel Experience	35
(iii) References	35
(c) List of equipment	<b>Pass/Fail</b>
<b>Total SCORE</b>	<b>100</b>

B25.2 Further to B25.1(a) and B23, 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.

B25.3 Further to B25.1(b), experience of Proponent shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted, in accordance with B20.

B25.4 Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, but may include organizations representing Persons, known to have done business with the Proponent.

B25.5 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.

- B25.6 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.
- B25.7 Further to B25.3 a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 50% of the points for each category.
- B25.7.1 Further to B25.7 a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 80% of the points for all categories combined.

**B26. INTERVIEWS**

- B26.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

**B27. NO CONTRACT**

- B27.1 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.
- B27.2 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ or the procurement process at any time.
- B27.3 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B27.4 Following the conclusion of the procurement process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to any work performed as a result of this Request for Qualifications.
- C0.1.1 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)
- C0.2 A reference in the Qualification opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the General Conditions for Construction, these Supplemental Conditions are applicable to the Work of the Contract.

#### **D2. SUSPENSION AND REMOVAL FROM THE PRE-QUALIFIED LIST**

D2.1 Suspension and/or removal from the Pre-qualified list may be made by the Contract Administrator, at his/her sole discretion, for any failure on the part of the Contractor to meet any of the obligations in the work resulting from this Request for Qualification.

#### **D3. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D3.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D3.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D3.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D3.4 A Contractor who violates any provision of D3 may be determined to be in breach of Contract.

### **SUBMISSIONS**

#### **D4. AUTHORITY TO CARRY ON BUSINESS**

D4.1 The Contractor shall 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 Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

#### **D5. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D5.1 Further to B22.1, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B22.1.

#### **D6. INSURANCE**

D6.1 The Contractor shall provide and maintain evidence of \$2,000,000 general liability insurance and \$20,000 security, as required under By-law 49/2008 and By-law 1481/77.

## **SCHEDULE OF WORK**

### **D7. COMMENCEMENT**

- D7.1 The Contractor shall not commence any Work that results from this Request for Qualifications until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is 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;
    - (ii) evidence of the Workplace Safety and Health Program specified in D5;
    - (iii) when requested, evidence of COR, SECOR or independent review specified in B22.1; and
    - (iv) evidence of licensing approval under By-Law 49/2008 and /or By-Law 1481/77 as outlined in B21.4 and/or B21.5.

### **D8. TOTAL PERFORMANCE**

- D8.1 The Contractor shall achieve Total Performance by date indicated in the Request for Quotation sued to qualified contractors.
- D8.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D8.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Purchase Order is the date on which Total Performance has been achieved.
- D8.4 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

## **MEASUREMENT AND PAYMENT**

### **D9. INVOICES**

- D9.1 Contractor shall submit an invoice for each Round of Work performed to Contract Administrator indicated in B9.
- D9.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) invoice number;
  - (c) invoice date;
  - (d) type and quantity of work performed;
  - (e) subtotal amount, GST, PST and total shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D9.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D10. PAYMENT**

D10.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.