



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 327-2022A

**NEWTON FORCE MAIN RED RIVER CROSSING BY HORIZONTAL DIRECTIONAL
DRILLING**

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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;
- (a) **"HDD"** means Horizontal Directional Drilling;
- (b) **"HDPE"** means High Density Polyethylene;
- (c) **"may"** indicates an allowable action or feature which will not be evaluated;
- (d) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (e) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (f) **"Bidder"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (g) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (h) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (i) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (j) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (k) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (l) **"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 procurement of the Newton Force Main Red River Crossing Replacement. The Newton Force Main is a significant component to the City of Winnipeg's sanitary collection system network.

- B2.2 The City of Winnipeg (the “City”) invites the submission of a statement of qualifications from interested **HDD Contractors**, for the provision of contracting services, for the Newton Force Main Red River Crossing Replacement.
- B2.3 The purpose of the Request for Qualification is to create a shortlist of approved HDD Contractors with the appropriate experience and expertise in Horizontal Directional Drilling of 500 mm diameter pipe.
- B2.4 The City intends to issue two Tenders in relation to the Newton Force Main Red River Crossing. The first Tender (River Crossing) is only for the installation of a 500 mm outer diameter force main across the Red River, with the second Tender (Connections and Commissioning) for the connection of the new force main to the City’s existing sanitary collection system.
- B2.5 Only HDD Contractors that have responded to this Request for Qualifications as attached in this Request for Qualifications and have been shortlisted as part of the evaluation process, will be qualified to be a Contractor for the installation of the force main across the Red River.
- B2.6 By responding to this Request for Qualifications, and if shortlisted as stated in the evaluation process, the Bidder agrees to have their name and contact information listed in the Tender as an approved contractor for this Work.
- B2.7 HDD Contractors must be approved as being qualified in Horizontal Directional Drilling through this RFQ 327-2022A to submit a Tender for 327-2022B.

B3. BACKGROUND

- B3.1 The Newton Force Main being replaced as part of the upcoming construction Tender is one of two crossings extending across the Red River from Frasers Grove Park to the Newton Street right-of-way. A 350 mm steel force main that direct flows from the Liden wastewater pumping station; and a 350 mm polyethylene (PE) force main that receives flows from the Hawthorne wastewater pumping station. During recent inspections of these crossings, the PE crossing was found to be in poor condition and in need of replacement. The steel crossing does not require replacement at this time.
- B3.2 Horizontal directional drilling will be used to construct the new Newton Force Main Red River Crossing and replace the existing 350 mm diameter PE pipe. The preliminary borepath showing the vertical profile are attached as Appendix A.
- B3.3 A geotechnical investigation was undertaken to determine the riverbank stratigraphy and evaluate the competency of the underlying bedrock including strength, hardness, extent of fracture, water bearing potential and rock quality designation index. The findings of this geotechnical investigation are summarised in the attached report in Appendix B.
- B3.4 The City is creating a shortlist of approved Trenchless Contractors to include in the Tender for 327-2022B.

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. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started 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

- 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. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B5.1 The purpose of this Request for Qualifications (RFQ) 327-2022A is to identify experienced and capable Bidders with the appropriate experience and expertise in Horizontal Directional Drilling to successfully execute the work.
- B5.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B5.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and determine which contractors possess the experience needed based on their submission documents. Only those Bidders on the shortlist will be invited to further submit a more detailed proposal.

B6. SCOPE OF WORK

- B6.1 The Work to be done under the subsequent Contract shall consist of a horizontally directionally drilled installation of a 500 mm outside diameter HDPE force main approximately 450 m in length beneath the Red River.
- B6.2 The intent of the river crossing opportunity is for the HDD Contractor to complete the crossing and demobilize, leaving the newly installed force main capped and secured at ground elevation. A second subsequent Tender will be issued to complete the connections to the existing system and commission the force main in Fraser and Kildonan Parks.
- B6.3 This RFQ solely pertains to the qualification of HDD Contractors for the River Crossing portion of the Newton Force Main Red River Crossing.
- B6.4 The major components of the Work are as follows:
- (a) Site Preparation and Access
 - (b) Conductor Casing Installation
 - (c) Product Pipe String out and Fusing
 - (d) Pilot Hole, Reaming, and Pipe Pullback
 - (e) Pressure Test of Pipe

B7. GENERAL CONDITIONS

- B7.1 The *General Conditions for Construction* (Revision 2020 01 31) are applicable to the Work of the Contract.
- B7.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

B8. PROJECT SCHEDULE

- B8.1 The City intends to complete the evaluation of the Qualification Submissions by September 15th, 2022 and proceed with the issuance of a Tender by end of September, 2022.

B8.2 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Submission Date	September 1 st , 2022
2. Anticipated date of Notification to Successful Bidders	September 15 th , 2022
3. Anticipated issuance date of Tender 327-2022 B	End of September, 2022
4. Anticipated Close date for Tender 327-2022 B (or as modified by Addendum)	Mid October, 2022
5. Anticipated Award	November, 2022
6. Anticipated Construction	Winter 2022/2023

B9. PROCUREMENT PROCESS

- B9.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite qualified Bidders to participate in the second stage of the procurement process, the Tender.
- B9.2 All RFQ Submissions shall be evaluated in accordance with this Request for Qualification.
- B9.3 The City holds the right to contact any or all Bidders during the evaluation process to confirm the information provided.
- B9.4 The City may, in its sole discretion, interview any or all Bidders during the evaluation process, to provide clarification or additional information in relation to its Submission.

B10. DISCLOSURE

- B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B10.2 The Persons are:
 (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

- B11.1 Bidders, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder 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 Bidder'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 Bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 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.

B11.4 Without limiting B11.3, 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 Bidder 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.

B11.5 Without limiting B11.3, 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 Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder 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 Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, 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.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B12. ENQUIRIES

B12.1 All enquiries shall be directed to the Contract Administrator identified in B13.

B12.2 Any Bidder 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.

B12.3 If the Bidder finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

- B12.4 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 Bidders by issuing an addendum.
- B12.5 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 Bidder who made the enquiry.
- B12.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B10 unless that response or interpretation is provided by the Contract Administrator in writing.
- B12.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B13. CONTRACT ADMINISTRATOR

- B13.1 The Contract Administrator is KGS Group, represented by:
Ray Offman, M.Sc., P.Eng.
Senior Project Manager
Telephone No. 204-318-2048
Email Address: ROffman@Ksgroup.com

B14. ADDENDA

- B14.1 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.
- B14.2 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.
- B14.3 Addenda will be available on the MERX website at www.merx.com.
- B14.4 The Bidder 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.
- B14.5 The Bidder should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B14.6 Notwithstanding B12, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B13.

B15. CONFIDENTIALITY AND PRIVACY

- B15.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

- B15.2 The protection of personal information and privacy will be fundamental aspects of the Project. Bidders shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Bidders are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B15.3 The Bidder 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).
- B15.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.
- B15.5 The City reserves the right to post the names of the shortlisted Bidders, or otherwise make this information public at the end of the RFQ selection process.
- B15.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

B16. NON-DISCLOSURE

- B16.1 Bidders 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. Bidders shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.
- B16.2 Bidders are advised that an attempt on the part of any Bidder 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.

B17. NO COLLUSION

- B17.1 Upon responding to this RFQ, each Bidder shall declare that they have not participated in any collusive scheme or combine.
- B17.2 Bidders must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Bidders and their team members shall not engage in discussions or other communications with any other Bidders 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.

B18. NO LOBBYING

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

B19. ELIGIBILITY

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

B20. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B20.1 Qualification Submissions will not be opened publicly.

B20.2 After evaluation, the names of the shortlisted Bidders and their address(es) will be available on the MERX website at www.merx.com.

B20.3 The Bidder 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).

B20.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Bidder 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.

B20.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

SUBMISSION INSTRUCTIONS

B21. SUBMISSION DEADLINE

B21.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 1st, 2022.

B21.2 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 B21.1.

B22. QUALIFICATION SUBMISSION

B22.1 The Qualification Submission should consist of the following components:

- (a) Form A: Qualification Submission.
- (b) Form B: Understanding of Project and Key Issues.
- (c) Form C: Past Performance on Similar Projects.

B22.2 The Qualification shall be submitted electronically through MERX at www.merx.com.

B22.2.1 Qualifications will **only** be accepted electronically through MERX.

B22.3 All requirements of the RFQ should be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

B22.4 Bidders are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B30.1.

B22.5 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.

B22.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

B22.7 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.

Format

B22.8 The Qualification Submission should be a clear and concise presentation of the required information. Each page shall be single sided, 8.5 x 11, 10-point Arial font, single line spacing.

(a) Additional pages may be included with Form B, not to exceed nine (9) pages.

B22.9 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.

B23. FORM A: QUALIFICATION SUBMISSION

B23.1 Further to B22.1(a), the Bidder shall complete Form A: Qualification Submission, making all required entries.

B23.2 Paragraph 2 of Form A: Qualification Submission shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder 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.

B23.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B23.2.

B23.3 In Paragraph 3 of Form A: Qualification Submission, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of this RFQ.

B23.4 Paragraph 7 of Form A: Qualification Submission should be signed in accordance with the following requirements:

- (a) if the Bidder is sole proprietor carrying of business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder 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.

B23.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B23.6 If a Submission is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Submission, shall be both jointly and several.

B24. FORM B: UNDERSTANDING OF PROJECT AND KEY ISSUES

B24.1 The Bidder shall demonstrate an understanding of the Work and ability to complete the Work described herein and presented within the appended documents utilizing their understanding of the crossing requirements, project issues, and the Bidder's approach to ensuring the success of

the river crossing. The information shall be provided on Form B and include responses to the main headings below:

- (a) Project Understanding
 - (i) Provide an understanding of the project objectives, key issues and risk factors.
 - (ii) Approach for dealing with Site constraints, Site access limitations and traffic/pedestrian movements.
- (b) HDD Drilling Methodology
 - (i) Submit an overview of the method that will be used to complete the river crossing by the Bidder for the Work associated with Tender 327-2022B. Specifically include the following:
 - (i) Proposed rig and tooling
 - (ii) Casing installation method
 - (iii) Pilot/Tracking equipment
 - (iv) Ream sizes and types
 - (v) Mud reclaiming units and systems/mud additives
 - (vi) Pipe preparation string out areas
 - (vii) Noise attenuation based on work locations
- (c) Corporate Profile & Staff Experience
 - (i) Include company office location, number of employees, working geography, number of years the company has been operating, company experience, number of projects, and number of river crossing installations utilizing HDD in the last 5 years.
 - (ii) Bidders shall submit sufficient information including resumes to assess the following key personnel that will be assigned to this project:
 - ◆ Project Manager (10 Years of Related Experience)
 - ◆ Project Superintendent (15 Years of Related Experience)
 - ◆ Lead Operator (10 Years of Related Experience)
 - (iii) Minimum years of experience required for each key personnel is listed above. Project Superintendent and Lead Operator shall be listed as key personnel in two (2) of the three (3) reference projects provided on Form C.
 - (iv) Provide safety record including Workers Compensation Board (WCB) rates compared to industry average as well as Lost Time Index (LTI) rates.

B25. FORM C: PAST PERFORMANCE ON SIMILAR PROJECTS

B25.1 Further to B22.1(c), the Bidder should submit information in sufficient detail for the City to evaluate the qualifications of the Bidder(s) construction experience by providing:

- (a) Past installations of comparable size undertaken within the last five (5) years. Listing a minimum of three (3) projects is required to qualify for acceptable scoring. The three (3) projects must meet the following requirements:
 - (i) two of the three projects listed must include HDD installations through rock using a mud motor to be considered similar work.
 - (ii) two of the three projects listed must include the use of entry and exit casing to be considered similar work.
 - (iii) two of the three projects listed must be river crossings.
 - (iv) only HDD installations over 400 meters in length will be considered as similar work.
 - (v) only HDD installations of 450 mm diameter and larger will be considered as similar work.

- (vi) identify relevant key company personnel from Form B that were involved in the projects. Refer to (B24.1(c)(ii)).
- (vii) provide client/owner references with contact names, email addresses and telephone numbers for each of the above projects.

B25.2 Additional information for the referenced projects such as project descriptions, soil conditions, pipe materials, and special features may be included in the Appendices.

B26. WORKPLACE SAFETY AND HEALTH QUALIFICATION (CONSTRUCTION AND MAINTENANCE TEAM MEMBERS)

B26.1 The Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) 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/>.)

B27. SUBSTITUTIONS

B27.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute Person. Failure to do so 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 Tender has been issued, from the TENDER process.

B28. NON-CONFORMING SUBMISSIONS

B28.1 Notwithstanding B22.1, if a Bidder's Submission is not strictly in accordance with any provision of this RFQ, the City may, at its option:

- (a) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
- (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.

B28.1.1 If the non-conformance is an omission, the City may, at its discretion, give the Bidder up to five (5) Business Days to supply the omitted material.

B28.2 If the requested information is not submitted by the time specified in B28.1.1, the Submission will be determined to be non-responsive.

B29. BIDDER’S COSTS AND EXPENSES

B29.1 Bidders are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

EVALUATION

B30. EVALUATION CRITERIA

B30.1 Bidders will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

Submission Component	Evaluation	
(a) Form A: Qualification Submission	To be completed in accordance with B23.	Pass/Fail
(b) Form B: Understanding of Project and Key Issues <ul style="list-style-type: none"> i. Project Understanding ii. HDD Methodology iii. Corporate Profile & Staff Experience 	To be completed in accordance with B24.	<p style="text-align: center;">30</p> <p style="text-align: center;">30</p> <p style="text-align: center;">40</p>
(c) Form C: Past Performance on Similar Projects	To be completed in accordance with B25.	Pass/Fail
Total Score		100

B30.2 Further to B30.1 and B28, The City may reject all or any part of any Submission or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B30.3 Further to B30.1(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.

B30.4 Further to B30.1(b) , understanding of project and key issues shall be evaluated considering the information submitted in reference to the Bidder’s understanding of the project and key issues information submitted in accordance with B24.

B30.5 Further to B30.1(c), past performance on similar projects shall be evaluated considering past performance using the information submitted in reference to the past performance on similar projects and references submitted in accordance with B25.

B30.6 Reference checks to confirm information provided may not be restricted to only those submitted by the Bidder, and may include organizations representing Persons, known to have done business with the Bidder.

B30.7 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 Bidder and any proposed members of its team.

B30.8 The City may, in its sole discretion, interview any or all Bidders during the evaluation process, to provide clarification or additional information in relation to its Submission.

B30.9 Further to B30.1(b), Submission will be determined to be not qualified if the Submission does not obtain a minimum of 70% of the points in the category.

B31. NO CONTRACT

B31.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Bidders expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.

B31.2 Although it is the intention of the City to establish a shortlist of Bidders 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 Bidder or any member of a private sector team.

B31.3 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.

B31.4 If the City proceeds to request a more detailed proposal, only to Bidders 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.

B31.5 The City reserves the right to disqualify any Bidder whose Submission, in the opinion of the City, contains false or misleading information.

B31.6 Following the conclusion of the procurement process, Bidders will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.