



**THE CITY OF WINNIPEG**

# **REQUEST FOR QUALIFICATION**

**RFQ NO. 750-2023A**

**INTERIOR RENOVATION OF BONIVITAL POOL RENEWAL  
1215 ARCHIBALD STREET, WINNIPEG**

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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) **"may"** indicates an allowable action or feature which will not be evaluated;
- (i) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (j) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (k) **"Proponent"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (l) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (m) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (n) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (o) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (p) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (q) **"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 construction services for the interior renovation of Bonivital Pool, located at 1215 Archibald Street, Winnipeg.
- B2.2** Project Description
- B2.3** Originally constructed in 1970s, Bonivital Pool is a 1,824m<sup>2</sup> bilingual swimming facility serving the St-Boniface and St-Vital sectors of Winnipeg. It is one of the busiest pools in the City offering swimming lessons to all age groups and capabilities throughout the year, in both English and French. With the facility facing various maintenance and accessibility challenges, it requires upgrades and renewal.
- B2.4** The project consists of an interior renovation to the front of house area (458m<sup>2</sup> / 4,930ft<sup>2</sup>) to improve universal accessibility, along with cosmetic improvements at the pool deck area (1,327m<sup>2</sup> / 14,283ft<sup>2</sup>). This will comprise demolition of concrete masonry walls that form the reception, public washrooms, change room/locker rooms, shower areas, sauna, equipment room, and observation rooms; removal of the mosaic floor tiles along with its disintegrating mortar bed; removal of toilet partitions, vanities, doors and frames. Demolition work will include abatement work, which include, but is not limited to, the removal of asbestos containing plaster ceilings, red and black mastic on ducts, plaster covered plumbing elbow joints and plaster covered boilers. Acoustic ceiling tiles and lighting at the pool deck is to be removed and replaced with new.
- B2.5** Renovation work will consist of constructing a new lobby and reception. One side of the front of house will be a universal family change area with lockers, private change rooms, private accessible showers, toilets and vanities; the other side is divided into two areas to create the men's and women's change/locker rooms, each designed to be barrier-free. Work includes ancillary administrative spaces and UTRs, inclusive of a bariatric UTR complete with a ceiling mounted lift, a height adjustable adult change table, and shower. The pool deck area will receive new insulated glass units in clerestory windows, and the construction of a new Multi-Purpose Room and Sauna.
- B2.6** New finishes include, but not limited to, vinyl sheet flooring, mosaic tiles, solid surface millwork, phenolic toilet partitions, acoustic ceiling tiles, drywall, paint, and acoustic treatment.
- B2.7** Mechanical scope includes upgrades to the HVAC and domestic water heat system. The antiquated boiler steam system is being replaced with a hybrid system which includes hydronic and electric heating/cooling in the pool deck and front of house area. A new air handling unit will be installed at grade on the south side of the building, complete with a new concrete pad on piles and an acoustic metal enclosure.
- B2.8** Electrical scope includes upgrades to the lighting system to the front of house area and pool deck, upgrades to the fire alarm system and power distribution to support the upgraded mechanical system, and work to accommodate the new floor plan layout.
- B2.9** Bonivital will be completely closed during the construction period and the anticipation is that all pools will be emptied. The expectation is that the facility will be completely cleaned by the contractor before project turn-over, so the pools can be refilled by the facility upon occupancy.

## **B3. BACKGROUND**

- B3.1** Bonivital Pool has been serving the community for over 50 years and is a well-loved facility predominantly due to its warmer water temperature. It has two large pools, one shallow pool and one lap pool, along with a hot tub. Programming at the facility has evolved over time with swimming trends. Not only are swimming lessons provided to all age groups, but additional programming includes physiotherapy and training swim sessions for those with physical mobility challenges and for instructors in training. Bariatric lifts have been installed by the pool sides to aid with pool access for those with greater need; however, the change areas, being original to

the 1970s construction, present various physical barriers to these patrons and caregivers. The new design is meant to meet the City of Winnipeg Accessibility Design Standards as best as possible while maintaining a practical functional space program within the limited space of the building. Where CWADS are not met, the space follows the 2011 Manitoba Building Code Amendments to the 2010 National Building Code of Canada.

- B3.2 The Bonivital Pool Renewal is meant to provide new life to the facility with an enhanced patron experience from the moment they enter the building. The added accessibility is to be all inclusive and universal for those with physical disabilities and for all gender identities.
- B3.3 Recent work completed in the facility include structural remediation of the pool tanks that inevitably brought forth refinishing of the pool tanks and pool deck with mosaic tiles. With this work came the replacement of the water filtration system serving the pools. Select HVAC work was completed to improved ventilation in the crawlspace, new split units for select front of house areas, installation of a new roof top unit on the low roof (front of house area) for improved exhaust of the pool deck.
- B3.4 A building envelop retrofit occurred in 1996. The installation of a new hot tub and decommissioning of the old hot tub occurred in 2010.
- B3.5 Building Condition Assessments and Feasibility Studies were completed in 2020, 2019, and 2008.

#### **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](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) is to identify experienced and capable Proponents to successfully deliver the Project.
- 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 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 and bid.

**B6. SCOPE OF WORK**

**B6.1** The Work to be done under the subsequent Contract shall consist of an interior renovation within a non-combustible construction building. The new program includes a universal family change rooms, a bariatric UTR, a Men’s and Women’s change room complete with new water closets, showers, and locker area, associated administrative spaces, a new janitorial room and electrical room, multi-purpose room, sauna, and refinishing of the pool deck area.

Drawings showing the design intent for the renewed spaces are attached in Appendix A.

**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](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 October 31, 2023 and proceed with the issuance of a Tender by December 1, 2023.

**B8.2** Details on the Tender schedule will be provided to the Proponents at the completion of the RFQ stage. The City intends to complete the Tender stage by late December 2023.

**B8.3** Estimated Preliminary Schedule

| Phase  | Approximate Date(s)                   |
|--|---------------------------------------|
| 1. RFQ Process                                     | September 22, 2023 to October 6, 2023 |
| 2. Evaluation/Shortlist of Proponents              | October 10, 2023 to October 31, 2023  |
| 3. Tender Open Period                              | December 1, 2023 to December 22, 2023 |
| 4. Contract Award                                  | End of January 2024                   |
| 5. Preparation of Contract Drawings / Mobilization | February 2024                         |
| 6. Construction                                    | March 2024 to February 2025           |
| 7. Open to the Public                              | March 2025                            |

**B9. RISKS**

**B9.1** The following are risks identified by the Consultants and the City:

- (a) Schedule: potential delays to the schedule arising from
  - (i) unforeseen conditions,
  - (ii) abatement coordination,
  - (iii) long lead items,
  - (iv) utility services.
- (b) Permits will be applied for in advance but delays may occur in obtaining a Building Permit.
- (c) Material procurement within given volatile market.

**B10. PROCUREMENT PROCESS**

**B10.1** The first stage of the procurement process for the Project is this RFQ.

- (a) The City intends to invite no more than three (3) 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.

**B10.2** Following completion of the RFQ stage, Proponents will be invited to provide detailed proposals in response to a Tender. The City will evaluate the detailed proposals received from the Proponents and select the preferred Proponent for the purposes of concluding the Contract.

- (a) Only those Proponents on the shortlist will be invited to bid on the Tender.

**B10.3** Details on the Tender process will be provided to the Proponents at the completion of the RFQ stage.

**B10.3.1** The Tender will include requirements for the following:

- (a) Performance security in the amount of 50% of the Contract value;
- (b) Security clearances (criminal record search certification or Winnipeg Police Service background check);
- (c) Insurance.

**B10.4** The amount of the Break Payment will be proportionate to the amount of work completed and scheduled time expired for the Tender procurement process with maximum possible entitlement where cancellation occurs after final proposals have been submitted at the end of the Tender process.

**B10.5** 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.

## **B11. DISCLOSURE**

**B11.1** 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.

**B11.2** The Persons are:

- (a) LM Architectural Group
  - (i) Architectural design; Prime Consultant
- (b) Crosier Kilgour & Partners
  - (i) Structural Engineering and Building Envelope Specialists
- (c) MCW Consultants Ltd
  - (i) Mechanical and Electrical Engineering
- (d) Postma Consulting
  - (i) Quantity Surveyor
- (e) The City of Winnipeg
  - (i) Environmental and Hazardous Material Consultants, and Accessibility Specialist

## **B12. CONFLICT OF INTEREST AND GOOD FAITH**

**B12.1** Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

**B12.2** 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.

**B12.3** In connection with its Bid, each entity identified in B12.2 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.

**B12.4** Without limiting B12.3, 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.

**B12.5** Without limiting B12.3, 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 B12.4 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.



**B12.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

**B13. ENQUIRIES**

**B13.1** All enquiries shall be directed to the Contract Administrator identified in B14.

**B13.2** 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.

**B13.3** 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.

**B13.4** 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.

**B13.5** 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.

**B13.6** The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B11 unless that response or interpretation is provided by the Contract Administrator in writing.

**B13.7** Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: [merx@merx.com](mailto:merx@merx.com)

**B14. CONTRACT ADMINISTRATOR**

**B14.1** The Contract Administrator is:

Dennis Flores, Project Coordinator  
Telephone No. 204- 986-7046  
Email Address: [dflores@winnipeg.ca](mailto:dflores@winnipeg.ca)

**B15. ADDENDA**

**B15.1** 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.

**B15.2** 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.

**B15.3** Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

**B15.4** 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.

B15.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.

B15.6 Notwithstanding B13, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B14.

## **B16. CONFIDENTIALITY AND PRIVACY**

B16.1 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 Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B16.2 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.

B16.3 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).

B16.4 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.

B16.5 The City reserves the right to post the names of the shortlisted Proponents or otherwise make this information public at the end of the RFQ selection process.

B16.6 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.

## **B17. NON-DISCLOSURE**

B17.1 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.

B17.2 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.

## **B18. NO COLLUSION**

B18.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

**B18.2** 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.

**B19. NO LOBBYING**

**B19.1** Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

**B20. ELIGIBILITY**

**B20.1** No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Proponent participating in this RFQ or subsequent RFP.

**B21. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION**

**B21.1** Qualification Submissions will not be opened publicly.

**B21.2** 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).

**B21.3** 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).

**B21.3.1** 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.

**B21.4** Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

**SUBMISSION INSTRUCTIONS**

**B22. SUBMISSION DEADLINE**

**B22.1** The Submission Deadline is 4:00 p.m. Winnipeg time, October 6, 2023.

**B22.2** 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 B22.1.

**B23. QUALIFICATION SUBMISSION**

**B23.1** The Qualification Submission should consist of the following components:

- (a) Form A: Qualification Submission (Section A);
- (b) Experience of Proponent (Section B);
- (c) Additional Evaluation Items (Section C);

- (d) Evidence of Bonding Capacity, Insurance, Safety, Workers Compensation, and Authority to Carry on Business (Section D).

B23.2 The Qualification shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B23.2.1 Qualifications will **only** be accepted electronically through MERX.

B23.3 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.

B23.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B32.1(a).

B23.5 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.

B23.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

B23.7 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.

#### **B24. FORM A: QUALIFICATION SUBMISSION (SECTION A)**

B24.1 Further to B23.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.

B24.2 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.

B24.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B24.2.

B24.3 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.

B24.4 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.

**B24.5** The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

**B24.6** 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.

**B25. EXPERIENCE OF PROPONENT (SECTION B)**

**B25.1** Further to B23.1(b), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) by providing:

- (a) team structure (organizational chart), project and construction management and communications plan specifically for this project;
- (b) detailed, comprehensive resumes for all key personnel proposed for this Project, clearly identifying for each key personnel:
  - (i) the specific roles and responsibilities fulfilled on each project listed under their past project experience.
  - (ii) clearly explain / justify personnel assignment providing explanations of how each individual’s qualification of experience would specifically benefit this Project.
  - (iii) list back-up personnel with equivalent or similar experience who can take over the associated role and responsibility should the listed key personnel leave his/her role due to personal reasons, injury, or death.
- (c) Resumes should include at minimum:
  - (i) Senior Personnel / Lead Project Manager,
  - (ii) Site Superintendent(s),
  - (iii) Site Foreman,
  - (iv) Safety Office, other key personnel.
- (d) the number and short description of projects executed similar in size, scope and complexity to the proposed project of subject; include:
  - (i) Original targeted project completion date and actual completion date with reason for such the variance,
  - (ii) Description of project schedule management strategies used,
  - (iii) Original project value and completed project value with reasons for such variance,
  - (iv) Description of project budget management strategies used,
  - (v) Project Superintendent(s) and Project Manager(s),
  - (vi) Contract Type (Design-Build, Design Bid Build, Construction Management, etc),
  - (vii) the names, phone numbers, and emails of clients and Prime Consultants of each project,
  - (viii) Description of valuable knowledge and experience noted project will bring to the proposed project of subject.
- (e) three (3) references for key personnel proposed. Each reference should consist of a company name, contact name, email address, and phone number. The City of Winnipeg will contact the references to discuss the personnel performance. The City is seeking contractors with verified success in keeping with scope, schedule, and cost, and effectively managing any variance from such in a professional manner.

**B26. ADDITIONAL EVALUATION ITEM (SECTION C)**

**B26.1** Further to B23.1(c), the Proponent should submit

- (a) Description of Proponent's project experience relating to management of project delivery with long-lead items.
- (b) Description of Proponent's project experience relating to abatement work requiring to be coordinated at various stages of a project in conjunction with other trades' work.
- (c) List of potential risks pertaining to the project scope, complementary or in addition to those listed in B9.

**B27. EVIDENCE OF BONDING CAPACITY, INSURANCE, WORKPLACE SAFETY AND HEALTH QUALIFICATION, WORKERS COMPENSATION, AND AUTHORITY TO CARRY ON BUSINESS (SECTION D)**

**BONDING CAPACITY**

- B27.1** Further to B23.1(d), the Proponent should provide evidence of bonding capacity of at least five million dollars (\$5,000,000) in the form of a letter of prequalification from a recognized bonding company.
- (a) Company bonding capacity information
    - (i) Company single / aggregate construction project bonding capacity and
    - (ii) Length of relationship with Proponent.

**INSURANCE**

- B27.2** Further to B23.1(d), the Proponent should exhibit insurability and provide evidence of insurability of the following insurance at all times during the performance of the Work:
- (a) Wrap Up Liability insurance in an amount of no less than five million dollars (\$5,000,000) inclusive per occurrence written in the name of the Contractor, sub-contractors, Consultants, sub-consultants and The City of Winnipeg, covering bodily injury, personal injury, property damage and products and completed operations consistent with industry standard insurance policy wordings. Wrap Up Liability Policy to include contractual liability, unlicensed motor vehicle liability, cross liability, and 24 months completed operations;
  - (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) All risks course of construction insurance, including testing and commissioning, in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.
  - (d) Property insurance for equipment and tools used on the project that may be owned, rented, leased or borrowed.

**WORKPLACE SAFETY AND HEALTH**

- B27.3** The Proponent shall provide proof satisfactory to the Contract Administrator that the Proponent 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/>).

#### WORKERS COMPENSATION

- B27.4 The Proponent should provide evidence of the Workers Compensation coverage specified in C6.15 of the General Conditions, identified in B7.

#### AUTHORITY TO CARRY ON BUSINESS

- B27.5 The Proponent should 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.

#### **B28. UNFAIR LABOUR PRACTICES**

- B28.1 The Contractor declares that in bidding for the Work and in entering into a Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang--en/index.htm> conventions as ratified by Canada.
- B28.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- B28.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- B28.4 Failure to provide the evidence required under B28.3, may be determined to be an event of default in accordance with C18.
- B28.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- B28.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- B28.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with B28.5. The City may

also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

- B28.5.3** The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **B29. SUBSTITUTIONS**

- B29.1** 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 Tender process.

## **B30. NON-CONFORMING SUBMISSIONS**

- B30.1** Notwithstanding B23.1, 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.
- B30.1.1** 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.
- B30.2** If the requested information is not submitted by the time specified in B30.1.1, the Submission will be determined to be non-responsive.

## **B31. PROPONENT'S COSTS AND EXPENSES**

- B31.1** 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**

### **B32. EVALUATION CRITERIA**

- B32.1** Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

| <b>EVALUATION CATEGORY</b>  | <b>WEIGHTING (%)</b> |
|---|----------------------|
| (a) FORM A: Qualification Submission - Conformance to Mandatory Requirements or acceptable deviation therefrom. | <b>Pass/Fail</b>     |
| (b) (SECTION B) Experience of Proponent(s)  | 70                   |
| (i) Organization and Plan   | 10                   |
| Key Personnel Experience  | 10                   |
| Qualifications benefitting Project  | 10                   |
| (ii) Proponent Project Experience   | 20                   |



|   |            |
|---|------------|
| (iii) References  | 20         |
| (c) (SECTION C) Additional Evaluation Items   | 25         |
| (i) Proponent experience with managing project delivery with long lead items.                                     | 10         |
| (ii) Experience with coordinating extensive abatement work  | 10         |
| (iii) Identifying potential risks pertaining to project scope.  | 5          |
| (d) (SECTION D) Evidence of Bonding Capacity, Insurance, Workers Compensation, and Authority to Carry on Business | 5          |
| <b>Total SCORE</b>  | <b>100</b> |

**B32.2** Further to B32.1(a) and B30, 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.

**B32.3** Further to B32.1(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 B25.

**B32.4** Further to B32.1(c), the construction team shall be evaluated considering the information submitted in reference to the Proponent's experience with specific trade type and risk identification/management, in accordance with B26.

**B32.5** Further to B32.1(d), evidence of bonding capacity, insurance, safety, workers compensation, and authority to carry on a business shall be evaluated considering the information submitted in accordance with B27.

**B32.6** 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.

**B32.7** 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 Proponent and any proposed members of its team.

**B32.8** 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.

**B32.9** Further to B32.3 a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 75% of the points for each category.

**B33. NO CONTRACT**

**B33.1** 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.

**B33.2** 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.

- B33.3** 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.
- B33.4** 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.
- B33.5** The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B33.6** Following the conclusion of the RFQ process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.