



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 1010-2024A

**QUALIFYING TUNNELING CONTRACTORS FOR CONSTRUCTION OF THE
REPLACEMENT FORT GARRY-ST. VITAL SIPHONS**

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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) **"Carrier Pipe"** means the permanent pipe for operational use that is used to convey flows;
- (d) **"Casing Pipe"** means a permanent pipe installed by MTBM methods which serves as a casing or secondary pipe around a smaller diameter carrier pipe;
- (e) **"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;
- (f) **"City Council"** means the Council of the City of Winnipeg;
- (g) **"Commissioning Date"** means that date when construction of the contemplated Project is complete, and the Maintenance Term commences;
- (h) **"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;
- (i) **"Contract Administrator"** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (j) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract;
- (k) **"Microtunnelling"** means a remotely controlled, guided, pipe jacking process that provides continuous support to the excavation face and uses a pressurized bentonite slurry spoil removal system. The microtunnelling process does not require routine personnel entry into the tunnel. A key element of microtunnelling is the ability to control the stability of the face by applying fluid and mechanical pressure to balance the earth and groundwater pressures.
- (l) **"Microtunnel Boring Machine (MTBM)"** means a remote controlled, steerable tunneling machine that achieves soil excavation by means of a rotating cutter-wheel, and provides continuous support to the excavation face. The excavated soil particles are returned to the surface via a pressurized slurry or belt conveyor system;
- (m) **"may"** indicates an allowable action or feature which will not be evaluated;
- (n) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (o) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (p) **"Proponent"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (q) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (r) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (s) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;

- (t) **“Submission Deadline”** means the time and date for final receipt of Submissions;
- (u) **“Substantial Performance”** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (v) **“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 Qualifying Tunneling Contractors for Construction of the replacement Fort Garry-St. Vital Siphons (the Project).
- B2.2 The Scope of Work for Tender No. 1010-2024B will require specialized construction methods with unique risks associated with large diameter, long drive tunnel projects. The Project requires the services of an experienced Microtunnelling Contractor with the appropriate expertise and resources. The City invites the Submission of qualifications from Proponents interested in bidding on the future Tender No. 1010-2024B.
- B2.3 The purpose of the Request for Qualification (RFQ) No. 1010-2024A is to pre-qualify bidders for Tender No. 1010-2024B, which will be advertised following completion of the pre-qualification process.
- B2.4 Only those Proponents duly notified as being successfully qualified through the RFQ process will be permitted to submit bids for Tender No. 1010-2024B.
- B2.5 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 1010-2024B as an approved Contractor for the Work.
- B2.6 Microtunnelling Contractors must be approved as being qualified in the microtunnelling through the RFQ 1010-2024A to submit a bid for Tender No. 1010-2024B.

B3. BACKGROUND

- B3.1 During planned inspections in late 2023, the original FGSV Siphons Crossing the Red River were found to be in poor condition, where one (1) of the siphons was assessed to be leaking and put out of service. Planning was immediately commenced to install an emergency bypass system across the Red River. The emergency bypass system, consisting of three (3) pumps external to the D'Arcy Lift Station, modifications to the existing D'Arcy Lift Station and two (2) 400 mm DR 17 HDPE force mains crossing the Red River on the eastbound Fort Garry Bridge, has been in operation in varying capacity and stages since February 17, 2024.
- B3.2 The City has indicated that a new subsurface crossing of the Red River as the permanent replacement of the failed original crossing, which when implemented will allow the City to decommission the emergency bypass.
- B3.3 Hydraulic requirements, site constraints and subsurface conditions have dictated the use of microtunnelling for installation of a new siphon river crossing consisting of a minimum 2100 mm internal diameter casing pipe for the two (2) 738 mm internal diameter (900 mm DR 11) HDPE carrier pipes. The Reference Drawings showing the preliminary horizontal alignment and vertical profile are enclosed in Appendix A.

B4. SITE SPECIFIC CONDITIONS

- B4.1 The City of Winnipeg is located near the geographic center of North America. The City's geographical location results in highly variable seasonal temperatures that may affect construction. During the winter, ground freezes to about 2.5 meters depth and the impact of low temperatures must be considered for construction methods, equipment operation and rates of production.
- B4.2 Winnipeg is located beneath what was once glacial Lake Agassiz and lies in a flood plain at the confluence of the Red and Assiniboine rivers, which influences both the geotechnical and hydrological characteristics of the region.
- B4.3 A Geotechnical Data Report (GDR) which addresses subsurface conditions has been developed for the project, and is provided in Appendix B.
- B4.4 A Geotechnical Baseline Report (GBR) will be completed and included as part of the future Tender 1010-2024B and form part of the Contract. The GBR will form the sole contractual interpretation of expected ground conditions for this project.

B5. WINNIPEG

- B5.1 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 center 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.
- B5.2 For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf
- B5.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>
- B5.4 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>
- B5.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

B6. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B6.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents to successfully execute the Work of Tender 1010-2024B. To qualify, the Proponent should:
- (a) Demonstrate an understanding of the project objectives, and have a team provide the necessary expertise to successfully complete the Work, and requested in B25.
 - (b) Have the minimum amount of experience as identified in B26.
 - (c) Have the minimum key staff experience as identified in B27.
- B6.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B6.3 After receiving the Submissions to this RFQ, the City will review all Submissions and the successfully qualified Proponents will be listed in Tender No. 1010-2024B. Only those Proponents who have gone through the prequalification process and who have successfully prequalified will be eligible to submit bids.

B7. SCOPE OF WORK

- B7.1 The Work to be done under Tender 1010-2024B shall consist of the installation of a new sewer river crossing (siphon) under the Red River that is approximately 350 m in length with a specified 2100 mm internal diameter casing pipe and two (2) 738 mm internal diameter (900 mm DR 11) HDPE carrier pipes pulled through on casing spacers, and all required Work associated with the installation of the above.
- B7.2 The major components of the Work are as follows:
- (a) Installation of MTBM launch and receiving shafts
 - (i) The launch and receiving shafts shall be converted to the upstream and downstream siphon chambers, inclusive of:
 - ◆ Installation of chamber foundation and walls (if not part of construction shafts).
 - ◆ Installation of permanent roof and service access projected to grade.
 - ◆ Installation of intermediate floor(s), ladders, and other man-entry accommodations.
 - ◆ Installation of gates, diversion weirs, and other pipeline appurtenances.
 - (b) Installation of approximately 350 m long river crossing (siphon) using Microtunnelling:
 - (i) Installation through clay overburden and underlying limestone bedrock strata.
 - (ii) 2100 mm internal diameter casing pipe.
 - (iii) Installation of two HDPE pipes having an internal diameter of 738 mm (900 mm DR 11) to be pulled through casing pipe on casing spacers.
 - (c) Rehabilitation of existing infrastructure:
 - (i) Cured-in-place pipe (CIPP) lining of the existing 500 mm AC force main.
 - (ii) CIPP lining of the existing four (4) 600 mm cross connections.
 - (iii) CIPP or slip lining of the existing 1350 mm gravity sewer to be repurposed as an overflow pipe.
 - (d) Installation of a new discharge chamber fitted with flap gates on the four (4) 600 mm cross connection, weir wall for overflows, connection of the 500 mm AC force main and the new 1350 mm reinforced concrete pipe (RCP).
 - (e) Installation of 1350 mm RCP upstream and downstream of the sewer river crossings connection the upstream siphon chamber to the discharge chamber on the upstream, and the downstream siphon chamber to the existing St. Vital Trunk on the downstream side.
 - (i) These installation shall be completed using trenchless methods crossing Abinojii Mikanah.
 - (f) Site restoration works.
- B7.3 The Scope of Work is identified in the preliminary drawings attached to this RFQ. Proponents are advised that the attached information is preliminary and subject to final modifications. A full final set of documents will be issued under Tender 1010-2024B for the final bidding process.
- B7.4 The Scope of Work under evaluation in B33 is specific to items in B7.2(a) and B7.2(b).

B8. GENERAL CONDITIONS

- B8.1 The *General Conditions for Construction* (Revision 2020 01 31) are applicable to the Work of the Contract.
- B8.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, the Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

B9. PROJECT SCHEDULE

B9.1 The City intends to complete the evaluation of the Qualification Submissions by December 23, 2024 and proceed with the issuance of a Tender by February 14, 2025.

B9.2 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 End of March 2025.

B9.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Submission Dates	December 23, 2024
2. Anticipated Date of Notification to Successful Proponents	Early January, 2025
4. Anticipated Issuance of Tender 1010-2024B	Mid-February 2025
5. Anticipated Close Date for Tender	Mid-March, 2025
6. Tender Award	Late March 2025
7. Construction	Summer 2025 to Winter 2025/2026

B10. PROCUREMENT PROCESS

B10.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite all successfully prequalified Proponents to participate in the second stage of the procurement process, the Tender.

B10.2 Following completion of the RFQ stage, successfully prequalified Proponents will be invited to provide Tender submissions in response to Tender No. 1010-2024B.

B10.3 Details on the Tender process will be provided to the Proponents in the Tender documents.

B10.4 Upon completion of the Tender period, the City's Project Team intends 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.

B10.5 The City holds the right to contact any or all Proponents during the evaluation process to confirm the information provided.

B10.6 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.

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) Michels Canada Co.
 - (i) Provision of advice on constructability concerns for HDD and MTBM installation methods with respect to the specific geometry and geology of this project.
- (b) Ward and Burke Microtunnelling Ltd.
 - (i) Contacted for provision of advice on shaft construction and microtunnelling.

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 their 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 their 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 their 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 their 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 their 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 their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their 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 their 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 their 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 their 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

B14. CONTRACT ADMINISTRATOR

B14.1 The Contract Administrator is AECOM, represented by:

Matt Krentz, C.E.T.
Municipal Technologist
Telephone No. 204-346-4226
Email Address: matthew.krentz@aecom.com

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.
- B15.4 The Proponent is responsible for ensuring that they have 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 their internal review process and to provide such copies to their 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 their 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 Tender has been issued, from the Tender 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 Tender has been issued, disqualification from the Tender process.

B20. ELIGIBILITY

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

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.
- 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 their 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, December 23, 2024.
- B22.2 The Contract Administrator or the Manager of Purchasing 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 shall consist of the following components:

- (a) Form A: Qualification Submission (Section A);
- (b) Form B: Project Understanding (Section B);
- (c) Form C: Experience of Proponent (Section C); and
- (d) Form D: Design/Construction Team (Section D).

B23.2 The Qualification shall be submitted electronically through MERX at 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 B33.1.

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 their internal review process and to provide such copies to their 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 their own name, their 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 their 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 their 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 their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their 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. FORM B: PROJECT UNDERSTANDING (SECTION B)

B25.1 The Proponent shall demonstrate an understanding of the Work and ability to successfully complete the Work described in B7.2(a) and B7.2(b) herein and presented within the appended documents utilizing their proposed Microtunnelling method. The Proponent may submit on more than one proposed method.

B25.2 Submit on Form B a succinct paragraph or point form description of the overall approach proposed to be used by the Proponent for the Microtunnelling Work associated with Tender No. 1010-2024B. The information should 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 movements.
- (b) Microtunnelling Methodology
 - (i) Description of the proposed Microtunnelling method to be used to undertake the Work in Tender No. 1010-2024B.
 - (ii) Description of the proposed Tunneling equipment including rationale for selection of equipment. At a minimum, provide the manufacturer, model, year, condition and ownership of equipment, and specifically include the following:
 - ◆ Proposed MTBM and jacking equipment;
 - ◆ Cutterhead type;
 - ◆ Spoil removal equipment;
 - ◆ Tunnel navigation equipment;
 - ◆ Lubrication equipment; and
 - ◆ Slurry separation equipment
 - (iii) Describe any proposed alternations to the profile shown in Appendix A, and comment on methodology through the varying soil strata.
 - (iv) Description of shaft construction methodology and conversion to permanent chambers.
 - (v) Description of slip lining the 2100 mm internal diameter casing pipe with 738 mm internal diameter HDPE (900 mm DR 11 pipe).
 - (vi) Describe number of drives proposed, number of shafts proposed, and any pipe upsizing proposed.

B26. FORM C: EXPERIENCE OF PROPONENT (SECTION C)

B26.1 Further to B23.1(b), the Proponent shall complete Form C: Experience of Proponent, making all the required entries. Submit multiple copies of Form C, one per project, in order to demonstrate

the following minimum criteria. Projects may meet more than one of the requirements identified below:

- (a) At least three (3) successfully completed Microtunnelling installation where external intervention was not possible due to restricted surface use or a water body crossing with a minimum drive length of 300 m. Demonstrate equipment is accessible and serviceable from within the tunnel and that the MTBM is capable of working below the groundwater table.
- (b) In addition to B26.1(a), provide at least three (3) additional successfully completed Microtunnelling projects having a minimum internal diameter of 1800 mm.
- (c) At least one (1) of the projects referenced in B26.1(a) and B26.1(b) shall have been installed through bedrock with a minimum unconfined compressive strength of 100 MPa.
- (d) At least one (1) successfully completed Microtunnelling installation where the launching and receiving shafts were constructed without groundwater dewatering and sealed against groundwater intrusion during the tunnelling process.
- (e) At least one (1) successfully completed Microtunnelling installation involving a vertically curved drive.
- (f) At least one (1) successfully completed Microtunnelling installation entering the bedrock through mixed soils.

B26.2 Reference projects provided to satisfy the requirements of B26.1 shall include or meet the following criteria:

- (a) Shall have been completed after 2014.
- (b) Shall include all information requested on Form C.
- (c) Shall include an owner (or owner's representative) reference, including: Organization name, contact name, email address, and phone number.
- (d) A brief description of the project.

B27. FORM D: CONSTRUCTION TEAM (SECTION D)

B27.1 Further to B23.1(d), the Proponent shall submit information in sufficient detail for the City to evaluate the qualifications of the design/construction team by providing:

- (a) Details of the Proponent's history and experience in performing Microtunnelling work. In order to qualify, the Proponent should have at least five (5) years of corporate experience in performing Microtunnelling work.
- (b) Three (3) references for recent projects similar in size and scope for each of the project team members listed below utilizing Form D. Submit multiple copies of Form D for each team member, one per project. Each reference should include an owner's (or owner's representative) reference complete with company name, contact name, email address, phone number and a brief description of the project and key project elements relating to Microtunnelling.
 - (i) Project Manager
 - (ii) Site Superintendent
- (c) A company Organization Chart demonstrating their company's structure.

B27.2 Provide evidence of bonding capacity on the order of \$10,000,000 or greater in the form of a certified letter from a recognized bonding company.

B28. WORKPLACE SAFETY AND HEALTH QUALIFICATION (CONSTRUCTION AND MAINTENANCE TEAM MEMBERS)

B28.1 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>).

B29. UNFAIR LABOUR PRACTICES

- B29.1 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.
- B29.2 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.
- B29.3 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.).
- B29.4 Failure to provide the evidence required under B29.3, may be determined to be an event of default in accordance with C18.
- B29.5 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.
- B29.5.1 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.
- B29.5.2 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 B29.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

B29.5.3 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.

B30. SUBSTITUTIONS

B30.1 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.

B31. NON-CONFORMING SUBMISSIONS

B31.1 Notwithstanding B23.1, if a Proponent’s Submission is not strictly in accordance with any provision of this RFQ, the City may, at their 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.

B31.1.1 If the non-conformance is an omission, the City may, at their discretion, give the Proponent up to five (5) Business Days to supply the omitted material.

B31.2 If the requested information is not submitted by the time specified in B31.1.1, the Submission will be determined to be non-responsive.

B32. PROPONENT’S COSTS AND EXPENSES

B32.1 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

B33. EVALUATION CRITERIA

B33.1 Proponents will have their Submissions evaluated in accordance with the criteria indicated below:

EVALUATION CATEGORY	EVALUATION
Conformance Conformance to Mandatory Requirements or acceptable deviation therefrom.	Pass/Fail
Section A Form A: Request for Qualification Application has been completed in accordance with B24.	Pass/Fail
Section B Understanding of Project and Key Issues in accordance to B25.	Pass/Fail
Section C Experience of the Proponent in accordance with B26.	Pass/Fail

EVALUATION CATEGORY	EVALUATION
Section D Design/Construction Team in accordance with B27.	Pass/Fail
Bonding Evidence of bonding capacity is provided in accordance with B27.2.	Pass/Fail

- B33.2 Further to B33.1 and B31, 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.
- B33.3 Further to Section B, the Proponent's understanding and proposed methodology shall be evaluated considering information submitted in accordance with B25 demonstrating the Proponent's ability to complete the Microtunnelling Scope of Work defined in B7.4.
- B33.4 Further to Section C, experience of Proponent shall be evaluated considering the information submitted in reference to the Proponent's project experience and references submitted in accordance with B26.
- B33.5 Further to Section D, the design/construction team shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted in accordance with B27.
- B33.6 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.
- B33.7 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 their team.
- B33.8 The City may, in their sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to their Submission.
- B33.9 The Proponent must receive a pass score for each Submission section to be determined to be qualified.
- B34. NO CONTRACT**
- B34.1 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.
- B34.2 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 their 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.
- B34.3 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.

- B34.4 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.
- B34.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B34.6 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.