



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 286-2024A

**QUALIFYING TUNNELING CONTRACTORS FOR CONSTRUCTION OF THE
RUTLAND TRUNK SEWER – FERRY ROAD COMBINED SEWER RELIEF –
CONTRACT 6**

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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, Tender 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) **"Microtunneling"** 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 microtunneling process does not require routine personnel entry into the tunnel. A key element of microtunneling is the ability to control the stability of the face by applying fluid and mechanical pressure to balance the earth and groundwater pressures;
- (j) **"Microtunneling Boring Machine (MTBM)"** means a remote-controlled, guided slurry shield that provides continuous support to the excavation face. The MTBM is operated from a remote controller located on the ground surface;
- (k) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (l) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (m) **"Proponent"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (n) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (o) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (p) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (q) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (r) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (s) **"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 Water and Waste Department has received City Council approval to proceed with procurement of the Rutland Trunk Sewer, Contract 6 as part of the ongoing Ferry Road and Riverbend Combined Sewer Relief Project (the Project).
- B2.2 The project involves the construction of approximately 1,960 m of 2400 mm nominal diameter Reinforced Concrete land drainage sewer, running from the Assiniboine River north across Bourkevale Park, St. James Collegiate grounds, across Portage Avenue following Rutland Street to Silver Street, then across the St. James Rods Football Club grounds to the extension of St. Matthews Avenue. The project includes associated works including extensive small diameter wastewater sewer relocation, local watermain relocations, sewer and water service relocations, and the installation of sewer stubs for future connections to the trunk sewer.
- B2.3 The ground conditions include a variety of soil types including alluvial sands, lacustrine silts and clays and glacial till and often includes a high concentration of cobbles at the clay-till interface. The tunnel profile is below Assiniboine River normal water level and local groundwater levels.
- B2.4 The City of Winnipeg has identified that it wishes to minimize disruption to the community and the environment by using long drive tunneling techniques that will minimize surface disruption, road closures and damage to parkland and established sports fields.
- B2.5 The City of Winnipeg (the "City") invites the submission of a statement of qualifications from interested Microtunneling Contractors, for the provision of contracting services for the Construction of a 1,960 m long – 2400 mm nominal diameter trunk land drainage sewer.
- B2.6 The purpose of the Request for Qualification is to create a shortlist of approved Microtunneling Contractors with the appropriate experience and expertise in microtunneling pipe of similar size to the planned 2400 mm diameter pipe.
- B2.7 The City intends to issue Tender 286-2024B for the construction of the 2400 mm Trunk Land Drainage Sewer following completion of the prequalification process.
- B2.8 Only those Proponents duly notified as being successfully qualified through this Request for Qualification process will be permitted to submit bids for Tender 286-2024B in accordance with the tunneling method they have been prequalified for.
- B2.9 By responding to this Request for Qualifications, and if shortlisted as stated in the evaluation process, the Bidder agrees to have their name and contact information listed in the Tender as an approved Contractor for the Work.
- B2.10 Microtunneling Contractors must be approved as being qualified in microtunneling through this RFQ 286-2024A to submit a bid for Tender 286-2024B.

B3. BACKGROUND

- B3.1 The Ferry Road and Riverbend Combined Sewer Relief Project is a program involving the construction of separate land drainage sewers in the Ferry Road and Riverbend Combined Sewer Districts, improving the level of stormwater service within the community to reduce the potential for basement flooding and reduce or eliminate combined sewer overflows into the Assiniboine River.
- B3.2 The program has been ongoing since 2013. Works to date have included 11 local land drainage sewer contracts draining to an existing land drainage sewer on Century Street or to three new river outfalls.

B3.3 The Rutland Trunk that will be constructed under Tender 286-2024B to provide land drainage separation to the majority of remaining unseparated land within the Ferry Road Combined Sewer District. Several future construction contracts serving local subareas will drain into this trunk as shown in a sketch in Appendix A.

B4. SITE SPECIFIC CONDITIONS

B4.1 The City of Winnipeg is located near the geographic center of North America. The City has a humid continental climate with highly variable seasonal temperatures that may affect construction. January average temperature is -16C and July average temperature is +20C. Average annual rainfall is 419 mm and average snowfall 114 cm. Depth of frost penetration is 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 The Ferry Road Combined Sewer District is located in the St. James community in west Winnipeg. The existing Combined Sewer Trunk runs along Ferry Road. Wastewater is pumped from a lift station located near Ferry Road and Assiniboine Avenue to the Portage Avenue Interceptor Sewer and conveyed by gravity to the North End Sewage Treatment Plant. High flow in the Combined Sewage Trunk overflows a weir and is routed to the Assiniboine River as combined sewage.

B4.3 The Rutland Street alignment was selected because it is a local residential street with low traffic volume, has a roadway in generally fair to poor condition and only local sewers, watermains and shallow utilities. Homes on Rutland Street were constructed from the 1910's through the 1960's, with the majority constructed in the post World War II boom. Access to the Assiniboine River south of Portage Avenue is through City of Winnipeg owner Bourkevale Community Club, Lawn Bowling Club and parkland and St. James School Division sports fields. Access to the north end of the project between Silver Avenue and the undeveloped St. Matthew's Avenue right of way is through City of Winnipeg owned St. James Rods Football Club grounds. Draft Construction drawings are shown in Appendix B.

B4.4 Both the parkland near the Assiniboine River and Rutland Street have mature tree canopy. The parkland near the river includes a busy active transportation route and fenced dog park.

B4.5 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 hydrologic characteristics of the region. The sewer profile traverses various soil types from south to north, including alluvial soils near the Assiniboine River, silty clay in the middle section, and glacial till near the north end.

B4.6 Geotechnical, Geophysical and Hydrogeological investigations were undertaken to determine soil stratigraphy and groundwater levels.

(a) The Geotechnical Data Report (GDR) is provided in Appendix C. The Tender will include a Geotechnical Baseline Report (GBR) and the GDR.

(b) A report documenting the geophysical assessment of ground conditions using seismic refraction methods is provided in Appendix D.

(c) The assessment of soil hydraulic conductivity for groundwater dewatering is provided in Appendix E.

B4.7 Other permitting and related activities are underway, including:

(a) Preparation of a Heritage Resources Impact Assessment (HRIA).

(b) Preparation of a Fisheries and Oceans permit application. A relocation program for endangered Mapleleaf mussels near the proposed river outfall is anticipated.

(c) Preparation of riverbank slope stability analysis for a City of Winnipeg Waterways permit application. The riverbank slope is mild and slope stabilization works are anticipated to be minor.

- (d) Negotiations with the St. James School Division for the procurement of an easement for the sewer route through school division property have been initiated.

B4.8 The City recognizes that long trenchless drives may require continuous operations, 24 hours per day, seven days per week during tunneling operations. The City will provide exemption to Neighbourhood Livability By-Law No. 1/2008 for critical and necessary tunneling operations required for this work. Work outside the times outlined in the By-Law will be restricted, including, but not limited to;

- (a) Operation of equipment only critical to tunnel operations;
- (b) Use of equipment meeting stringent noise output requirements;
- (c) Use of sound attenuation barriers and devices;

Specific requirements for these and other criteria will be provided in the Tender documents.

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 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.

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) 286-2024A is to identify experienced and capable Proponents with the appropriate microtunneling expertise necessary to successfully execute the Work of Tender 286-2024B. To qualify, the Proponent must:

- (a) Demonstrate an understanding of the project objectives and have suitable tunneling equipment as requested in B25.
- (b) Have a team to provide the necessary expertise to successfully complete the Work as requested in B26.
- (c) Have the minimum amount of prior project experience 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 received. Successful Proponents will be listed in Tender 286-2024B as qualified to undertake the work. Only proponents who have gone through the prequalification process, and who have been prequalified will be eligible to submit bids for Tender 286-2024B.

B7. SCOPE OF WORK

- B7.1 The Work to be done under the subsequent Contract shall consist of:
- (a) Coordination of shallow utility relocations with various utilities, as required depending upon shaft locations. Relocation of building sewer and water services depending upon shaft locations.
 - (b) Relocation of approximately 800 m of 300, 375 and 450 mm combined sewer (conversion to wastewater sewer) including manholes and relocation of sewer services. Temporary relocation and bypass pumping of the Ness Avenue Combined Sewer Trunk to accommodate the tunneling work.
 - (c) Construction of launch and retrieval shafts. A maximum of 7 shafts is anticipated (including a partial shaft at the transition from tunneled to open trench installation).
 - (d) Installation of approximately 1,960 m of 2400 mm Reinforced Concrete Trunk land drainage sewer, primarily by trenchless (microtunneling) methods but including up to 250 m of open trench sewer near the Assiniboine River where the depth of cover is believed to be too shallow for tunneling.
 - (e) Installation of associated land drainage sewer appurtenances including saddle type manholes along the trunk and the installation of smaller diameter lateral stubs at the Assiniboine Avenue active transportation pathway and crossing streets to accommodate future sewer connections.
 - (f) Installation of a river outfall, including a short riprap lined channel. A gate chamber is not required.
 - (g) Several alternative alignments for the sewer river outfall have been developed and are shown as a sketch in Appendix A. Each alignment has different pros and cons with regards to the removal of mature trees and impact to existing park and community facilities. The selection of alignment will be done in consultation with community stakeholders.
 - (h) Two alternative alignments have been developed for the upper end of the sewer near the extension of St. Matthew's Avenue. The selection will be done in consultation with community stakeholders.
 - (i) Replacement of existing and installation of new catch basins and catch basin leads along the route and connection into the new trunk land drainage sewer.
 - (j) Restoration of parkland, trees, pavements, boulevards and other features impacted by the works.
 - (k) A Social Procurement clause will be included in the subsequent Tender. The Social Procurement clause may address outcomes around employment of equity groups, skills and training of equity groups, or diversity in the supply chain.
- B7.2 The Preliminary Drawings attached to this RFQ in Appendix B show the general arrangement of the works. 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 286-2024B for the final bidding process.
- B7.3 The Trunk sewer being installed under Tender 286-2023B shall be installed using microtunneling methods. Minimizing the number of shafts and minimizing the disturbance and impact on the residential neighbourhood is an important consideration.
- ## **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 July 24, 2024 and proceed with the issuance of an Tender in October 2024.

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 December 2024.

B9.3 The Preliminary Schedule is as follows, subject to change:

Phase	Approximate Date(s)
1. Request for Qualification 286-2024A Submission	June 26, 2024
2. Date of Notification to Successful Proponents (anticipated)	July 24, 2024
3. Issue Tender 286-2024B (anticipated)	October 2024
4. Close Tender 286-2024B (anticipated)	November 2024
5. Award of Project (anticipated)	December 2024
6. Construction (anticipated)	February 2025 – September 2026
7. Completion of restoration and revegetation	June 2027

B10. PROCUREMENT PROCESS

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

B10.2 All RFQ Submissions shall be evaluated in accordance with this Request for Qualification.

B10.3 The City holds the right to contact any or all Proponents during the evaluation process to confirm the information provided or additional information in relation to this 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) McNally Construction – Preliminary constructability interview
- (b) AECON Group – Preliminary constructability interview
- (c) Ward and Burke Microtunneling – Preliminary constructability interview

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 Tetra Tech, represented by:
Michel Levreault, C.E.T.
Municipal Technologist
Telephone No. 204- 986-6927 (cellular 204-981-4467)
Email Address: michel.levreault@tetrattech.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 sub-consultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Proponent participating in this RFQ or subsequent Tender.

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, June 26, 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 should consist of the following components:

- (a) Form A: Qualification Submission (See B24);
- (b) Form B: Project Understanding and Equipment (See B25);
- (c) Form C: Corporate Profile and Project Personnel (See B26);
- (d) Form D: Past Performance on Similar Projects (See B27).

- 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(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.

FORMAT

- B23.7 The Qualification Submission should be a clear and concise presentation of the required information. Each page shall be single sided, 8.5 x 11 page size, 10 point Arial font, single line spacing.
- (a) Each section outlined in B24, B25, B26, and B27 should be separated and clearly marked with the corresponding section letter;
 - (b) Section A of the Submission, as outlined in B24, should be provided on Form A: Qualification Application;
 - (c) Section B of the Submission, as outlined in B25 should be provided on Form B: Project Understanding and Equipment. Additional pages may be included with Form B, not to exceed five (5) pages. If the Proponent is proposing to be pre-qualified using more than one of the Tunneling methods, then two (2) additional pages may be included for each additional Tunneling method proposed on Form B. Pages exceeding these limits will not be evaluated;
 - (d) Section C of the Submission, as outlined in B26, should be a concise presentation of corporate information and key personnel that will be assigned to Tender 286-2024B;
 - (e) Section D of the Submission, as outlined in B27, should be summary of three representative projects that the Proponent has successfully completed in the past five (5) years.
- B23.8 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

- 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 AND EQUIPMENT

B25.1 The Proponent should demonstrate an understanding of the Work and ability to successfully complete the Work described herein and presented within the appended documents utilizing their proposed Tunneling 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 Tunneling Work associated with Tender 286-2024B. 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.
 - (iii) Describe proposed methods of mitigating deviations in the Neighbourhood Livability By-Law No. 1/2008, as identified in B4.8.
- (b) Proposed Tunneling Equipment and Methodology
 - (i) Description of the proposed Tunneling equipment and methodology to be used to undertake the Work in Tender 286-2024B. including rationale for selection of equipment. At a minimum, provide the manufacturer, model, year, condition and ownership of equipment;
 - (ii) TBM;
 - (iii) Navigation equipment;
 - (iv) Spoil removal equipment;
 - (v) Lubrication and slurry separation equipment;
 - (vi) Pipe Supplier;
 - (vii) Describe number of drives proposed and number of shafts proposed;
 - (viii) Method of shaft construction;

- (ix) Describe how the tunneling method will deal with obstructions, including the existing Ness Avenue Trunk Combined Sewer.

B26. FORM C: CORPORATE PROFILE AND PROJECT PERSONNEL

B26.1 Further to B23.1(c) the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent by providing the following on Form C:

B26.2 Corporate Profile

- (a) Include company office location, number of employees, working geography, number of years the company has been operating, company experience, number of microtunneling projects, and number of similar scale project within the last ten (10) years.
- (b) Provide safety record including Workers Compensation Board (WCB) rates compared to industry average as well as Lost Time Index (LTI) rates.
- (c) Provide the above information for the Prime Contractor and Microtunneling Subcontractor (if applicable).
- (d) Provide evidence of bonding capacity on the order of \$40,000,000 or greater in the form of a certified letter from a recognized bonding company.

B26.3 Project Personnel

- (a) Bidders shall submit sufficient information including resumes to assess the following key personnel that will be assigned to this project:
 - (i) Project Manager (10 Years of Related Experience)
 - (ii) Project Superintendent (10 Years of Related Experience)
 - (iii) Lead Operator (10 Years of Related Experience)
- (b) Minimum years of experience required for each key personnel is listed above. Project Manager and Project Superintendent shall be listed as key personnel in two (2) of the three (3) reference projects provided on Form D.

B27. FORM D: PAST PERFORMANCE

B27.1 Further to B23.1(d), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponents construction experience by providing:

- (a) Past installations of comparable size undertaken within the last ten (10) years.
- (b) Project details including name, geographic location, project owner and current client reference information.
- (c) Listing a minimum of three (3) projects is required to qualify for acceptable scoring. More than three projects may be listed if undertaken individually by the Prime Contractor and Tunneling Subcontractor. All projects must meet the following requirements:
 - (i) At least two of the projects must include key project personnel identified on Form C who will undertake similar roles for this project.
 - (ii) At least two of the projects used microtunneling as the primary tunneling technology with installations of 1800 mm or larger diameter pipe.
 - (iii) At least two of the projects listed must include installations through glacial till or tunneling along a glacial till or bedrock interface.
 - (iv) At least two of the projects must have drive lengths of at least 300 m.
 - (v) At least two of the projects must have been gravity sewer installations requiring tight adherence to design grades.

B27.2 Additional project information may be included, up to a maximum of 15 pages total.

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 and weight factors indicated below:

EVALUATION CATEGORY	WEIGHTING
(a) Conformance to Mandatory Requirements or acceptable deviation therefrom.	Pass/Fail
(b) Project Understanding and Equipment (i) Project Understanding (ii) Microtunneling Equipment	15 15
(c) Corporate Profile and Project Personnel (i) Corporate Information (ii) Key Personnel	10 30
(d) Past Projects	30
Total SCORE	100

B33.2 Further to B33.1(a) 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 B33.1(b), experience of Proponent shall be evaluated considering the information submitted in reference to the Proponent's project understanding and equipment and methodology submitted, in accordance with B25.

B33.4 Further to B33.1(c), the Proponent shall be evaluated considering the information submitted in reference to the Proponent's corporate organization and key project personnel, in accordance with B26.

B33.5 Further to B33.1(d), the Proponent shall be evaluated considering the information submitted in reference to the Proponent's past projects 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 Further to B33.3 to B33.5, a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 70% of the points for each category.

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.