



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 313-2024A

REDEVELOPMENT OF THE OLD EXHIBITION ARENA AT 80 SINCLAIR ST.

TABLE OF CONTENTS

PART A –QUALIFICATION SUBMISSION

- Form A: Qualification Submission
- Form B: Proponent General Information and Project Experience

REQUEST FOR QUALIFICATION INFORMATION

B1. Definitions	1
B2. Executive Summary	2
B3. Background	2
B4. Winnipeg	2
B5. Purpose of the Request for Qualifications Document	3
B6. Scope of Work	3
B7. General Conditions	4
B8. Site Tour	4
B9. Project Schedule	4
B10. Procurement Process	4
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Enquiries	6
B14. Contract Administrator	7
B15. Addenda	7
B16. Confidentiality And Privacy	7
B17. Non-Disclosure	8
B18. No Collusion	8
B19. No Lobbying	8
B20. Eligibility	8
B21. Opening of Qualification Submissions and Release of Information	8
Submission Instructions	
B22. Submission Deadline	9
B23. Qualification Submission	9
B24. Form A: Qualification Submission	9
B25. Form B: Proponent General Information and Project Experience	10
B26. Evidence of Bonding Capacity, Insurance, Safety, Workers Compensation, and Authority to Carry on Business	11
B27. Unfair Labour Practices	12
B28. Substitutions	13
B29. Non-Conforming Submissions	13
B30. Proponent's Costs and Expenses	13
Evaluation	
B31. Evaluation Criteria	13
B32. No Contract	14

REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) **"Calendar Day"** means the period from one midnight to the following midnight;
- (c) **"City"** means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (d) **"City Council"** means the Council of the City of Winnipeg;
- (e) **"Contract"** means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (f) **"Contract Administrator"** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (g) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract;
- (h) **"COR"** means Certificate of Recognition. The Workplace Safety and Health Division of Manitoba Labour and Immigration recognizes COR certification as a demonstration that a company has an effective safety and health program.
- (i) **"may"** indicates an allowable action or feature which will not be evaluated;
- (j) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (k) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (l) **"Proponent"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (m) **"SECOR"** means the Small Employer Certificate of Recognition Program. It's an occupational health and safety accreditation program that verifies a fully implemented safety and health program which meets provincial standards.
- (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) **"Total Performance"** means that the entire Work, except those items arising from the provisions of C13, have been performed in accordance with the Contract;
- (t) **"Work"** or **"Works"** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

B2. EXECUTIVE SUMMARY

- B2.1 City of Winnipeg Public Service has received Council approval to proceed with procurement of the Redevelopment of the Old Exhibition Arena (the Project).
- B2.2 This project consists of demolition, alterations, and new construction to the Old Exhibition (Old Ex) Arena located at 80 Sinclair Street. The scope of Work includes:
- (a) Demolition of the existing $\pm 382\text{m}^2$ (4,110 ft^2) one-storey lobby portion of the building;
 - (b) Construction of a new one-storey $\pm 776\text{m}^2$ (8,350 ft^2) building addition;
 - (c) Interior and exterior renovations to the existing $\pm 2000\text{m}^2$ (21,530 ft^2) arena building built in 1962;
 - (d) Interior and exterior renovations to the existing attached $\pm 92\text{m}^2$ (990 ft^2) Zamboni garage built in 1988;
 - (e) Exterior site development:
 - (i) Construction of a new access road on the east side of the arena building;
 - (ii) Construction of a new site yard on the north side of the arena building;
 - (iii) Construction of a new plaza on the south side of the arena building;
 - (iv) Asphalt repairs on the south side of the arena building within the existing parking lot;
 - (v) Modifications / extension of the existing bus loop at Sargent Tommy Prince Place.

B3. BACKGROUND

- B3.1 The Old Ex Arena facility has been decommissioned as a hockey arena and is currently being utilized by the Winnipeg Aboriginal Sport Achievement Centre (WASAC) for summer activities and by various City of Winnipeg Departments for storage. There has been no contemporary update to the building which today remains in its original condition. The purpose of this building redevelopment is to renovate the arena space and construct a new building addition to meet the current and future needs of WASAC and the City of Winnipeg Recreation Services Division of the Community Services Department.

B4. WINNIPEG

- B4.1 When used in this Request for Qualification:
- B4.2 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.
- B4.3 For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf
- B4.4 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>
- B4.5 For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: <https://winnipeg.ca/interhom/toc/departments.asp>
- B4.6 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

B5. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B5.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents with the appropriate construction experience of the Project to successfully execute the work of future Tender 313-2024B.
- B5.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B5.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist up to five of the most qualified Proponents. Only those Proponents on the shortlist will be invited to further submit a more detailed proposal and bid.

B6. SCOPE OF WORK

- B6.1 The Work to be done under the subsequent Contract shall consist of the redevelopment of the Old Exhibition Arena and all associated site work, as described in the executive summary.
- B6.2 The major components of the Work are as follows:
- (a) Demolition of the existing $\pm 382\text{m}^2$ (4,110ft²) one-storey lobby portion of the building;
 - (i) Waste Management and recording of material removed from the site to meet the requirements of the demolition portions of LEED Silver;
 - (ii) Asbestos and other hazardous materials abatement is to be completed by the contractor (this is part of the scope of work).
 - (b) Construction of a new one-storey $\pm 776\text{m}^2$ (8,350ft²) building addition;
 - (i) New foundations, superstructure, building envelope, interior partitions and finishes, mechanical systems, electrical systems, and security systems;
 - (ii) New addition to be LEED Silver certified;
 - (c) Interior and exterior renovations to the existing $\pm 2000\text{m}^2$ (21,530ft²) arena building built in 1962;
 - (i) Improvements to the arena's building envelope and exterior cladding (exterior walls, foundation, and roofing);
 - (ii) Regrading around the exterior of the arena building;
 - (iii) New interior partitions and finishes;
 - (iv) New mechanical, electrical, and security systems;
 - (v) Note: renovations to the arena will not be LEED certified;
 - (vi) Asbestos and other hazardous materials abatement is to be completed by the contractor (this is part of the scope of work).
 - (d) Interior and exterior renovations to the existing attached $\pm 92\text{m}^2$ (990ft²) Zamboni garage built in 1988;
 - (i) Improvements to the garage's building envelope and exterior cladding (exterior walls, roofing);
 - (ii) New mechanical, electrical, and security systems;
 - (iii) Note: renovations to the garage will not be LEED certified.
 - (e) Exterior site development:
 - (i) Construction of a new access road on the east side of the arena building;
 - (ii) Construction of a new site yard on the north side of the arena building;
 - (iii) Construction of a new plaza and sidewalks on the south side of the arena building;
 - (iv) Asphalt repairs on the south side of the arena building within the existing parking lot;
 - (v) Modifications / extension of the existing bus loop at Sargent Tommy Prince Place.
 - (f) Commissioning:
 - (i) A third-party commissioning agent will be engaged by City of Winnipeg and will provide site reviews of building systems throughout construction to project closeout.

- (g) Construction Phasing/Sequencing/Schedule:
 - (i) The existing arena building, lobby, and zamboni garage will be unoccupied during construction. Existing site access and parking must be maintained to the adjacent community center during construction (Sgt. Tommy Prince Place). Construction is to be completed by spring 2026.

B7. GENERAL CONDITIONS

- B7.1 The *General Conditions for Construction* (Revision 2020 01 31) are applicable to the Work of the Contract.
- B7.2 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

B8. SITE TOUR

- B8.1 The Proponent is advised that a Site Tour will be held to provide the opportunity for the Proponent to see firsthand the complexity, magnitude and scope of the Project.
- B8.2 The Contract Administrator or an authorized representative will hold a Site Tour for Proponents at 80 Sinclair Street at 10:00 AM on April 17, 2024 to provide Proponents access to the Site.
- B8.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Tour unless that information or interpretation is provided by the Contract Administrator in writing.
- B8.4 Proponents wishing to attend the Proponents' Conference and/or Site tour should confirm their intention by end of day on April 15, 2024 to the Contract Administrator.

B9. PROJECT SCHEDULE

- B9.1 The City intends to complete the evaluation of the Qualification Submissions by May 21, 2024 and proceed with the issuance of a Tender by July 3, 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 award the construction Tender by September 10, 2024.
- B9.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Process	April 11, 2024 to April 30, 2024
2. Evaluation/Shortlist of Proponents	April 30, 2024 to May 21, 2024
3. Tender Open Period	July 3, 2024 to September 10, 2024
4. Evaluation/Selection of Proponent	July 30, 2024 to September 9, 2024
5. Project Award	September 10, 2024
6. Construction	October 8, 2024 to Feb 27, 2026
7. Occupancy / Open to the Public	March 2026

B10. PROCUREMENT PROCESS

- B10.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite no more than five Proponents to participate in the second stage of the procurement process, the Tender.
- B10.2 Following completion of the RFQ stage, Proponents will be invited to provide detailed proposals in response to a Tender.

- (a) Only those Proponents that have been shortlisted following the RFQ process will be invited and eligible to bid on the Tender.
- (b) The City will evaluate the Tender proposals received from the Proponents and select the preferred Proponent for the purposes of concluding the Contract.

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

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

- (a) Performance security in the amount of 50% of the Contract value;
- (b) Insurance;

B10.4 Upon completion of the Tender stage, the City's Project Team intends to make a recommendation for award of the Contract. Award of the Contract to the recommended contractor will be subject to final approval.

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:

1. GWH Construction Management Services
 - (i) Cost consulting

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 1x1 architecture inc., represented by:

Hillary Cohen
Architect

Telephone No. 204- 318-2010 ext. 109
Email Address: hillary@1x1architecture.ca

B15. ADDENDA

B15.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.

B15.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B15.3 Addenda will be available on the MERX website at www.merx.com.

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, April 30, 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;
 - (b) Form B: Proponent General Information & Project Experience;
 - (c) Evidence of Bonding Capacity, Insurance, Safety, Workers Compensation, and Authority to Carry on Business.
- 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 B31.1
- 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

- 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.
- B24.3 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B24.2.

- B24.4 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.
- B24.5 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.
- B24.6 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.
- B24.7 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: PROPONENT GENERAL INFORMATION AND PROJECT EXPERIENCE

- B25.1 Further to B23.1(b), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) by providing:
- (a) Company profile including company organization, number of years in business, number of employees, number of full time Project Managers, number of full time Site Superintendents. Company profile should be limited to two (2) pages.
 - (b) List names of key project personnel, including Senior Personnel / Principal in Charge, Lead Project Manager, Site Superintendent(s), Site Foreman, other key personnel who will be assigned to this project and who have ten (10) or more years' experience.
 - (c) Resumes for key personnel should be limited to two (2) pages, highlighting qualifications and relevant experience with projects of similar scope and complexity.
 - (d) The City of Winnipeg may request references of key project personnel.
 - (e) Provide a summary of any pending litigation involving the Proponent and their position as plaintiff or defendant, nature of the claim and current status.
 - (f) Provide information related to three (3) to five (5) projects, completed within the past ten (10) years, or currently underway in Manitoba or elsewhere in Canada.
 - (i) Comparable Projects Completed should demonstrate experience with recreation facilities / community centres, commercial / office facilities, storage facilities, or other relevant projects of comparable scope and complexity, inclusive of references.
 - (ii) Comparable Projects Completed should include the following additional information: Contract Value at Tender, Contract Value at Completion, Initial Construction Schedule and Final Construction Schedule and provide rationale for variances. Rationale to be provided at Item 11 REMARKS.
 - (iii) Comparable Projects Completed should include two (2) references. Each reference should consist of a company name, contact name, email address, phone number. References will be contacted to comment on the Contractor's performance on past projects with respect to: compliance with project schedule and budget; quality of work, site supervision and contract administration; and ability to work cooperatively with other project participants to successfully deliver project.

B26. EVIDENCE OF BONDING CAPACITY, INSURANCE, SAFETY, WORKERS COMPENSATION, AND AUTHORITY TO CARRY ON BUSINESS

- B26.1 Further to B21.1(c), the Proponent should provide evidence of bonding capacity of ten million dollars (\$10,000,000) in the form of a letter of prequalification from a recognized bonding company.
- (a) Company bonding capacity information:
 - (i) company single / aggregate construction project bonding capacity and
 - (ii) length of relationship with Proponent.
- B26.2 City will provide, pay for and maintain an owner-controlled insurance program (OCIP) to remain in place at all times during the performance of the Work, unless otherwise specified below. The City reserves the right to add, delete, revise, and redefine insurance requirements at any time, at its sole discretion, during the RFQ Process or Tender Process.
- B26.3 At this time, the City plans to provide and maintain the following Project insurance coverages:
- (a) broad form builder's risk Insurance including testing and commissioning, insuring 100% of the full value of any work until the Substantial Completion Date;
 - (i) The successful Proponent shall be responsible for deductibles
 - (b) wrap-up liability insurance written jointly in the names of the successful Proponent, the City and subcontractors and provide coverage for bodily injury, personal injury, property damage and products and completed operations consistent with industry standard insurance policy wordings. Wrap up liability insurance to also include evidence of contractual liability and cross liability clauses;
 - (i) The successful Proponent shall be responsible for deductibles
- B26.4 Further to B21.1(c), the Proponent should exhibit insurability and provide evidence of insurability of the following insurance at all times during the performance of the Work:
- (a) Commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000) inclusive, with the City added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) Automobile liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The limit of liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Contractors' pollution liability in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate insuring against claims covering third party injury and property damage claims and including clean-up costs and transported cargo as a result of a pollution conditions arising suddenly or gradually from the Contractor operations and completed operations. Such policy to name the City as an additional insured and remain in place during the work and throughout the warranty period.
- B26.5 The Proponent shall provide the City with any information reasonably requested by the City, from time to time, to enable the construction insurance to be provided and maintained by the City and underwritten by competent insurers.
- B26.6 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:
- B26.7 Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
- (a) 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
- (b) 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
- B26.8 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/>.
- (a) Details of its safety record for the past five (5) years, including team safety statistics and an overview of the proposed safety program for the Project.
- B26.9 Further to B22.1(c), the Proponent should provide evidence of the Workers Compensation coverage specified in C6.15 of the General Conditions, identified in B7.
- B26.10 Further to B22.1(c), the Proponent should provide evidence of authority to carry on business as specified below.
- (a) be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba.

B27. UNFAIR LABOUR PRACTICES

- B27.1 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.
- B27.2 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.
- B27.3 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.).
- B27.4 Failure to provide the evidence required under B27.3, may be determined to be an event of default in accordance with C18.
- B27.5 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.
- B27.6 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.
- B27.7 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 B27.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

B27.8 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.

B28. SUBSTITUTIONS

B28.1 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.

B29. NON-CONFORMING SUBMISSIONS

B29.1 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.

B29.2 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.

B29.3 If the requested information is not submitted by the time specified in B29.2, the Submission will be determined to be non-responsive.

B30. PROPONENT'S COSTS AND EXPENSES

B30.1 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

B31. EVALUATION CRITERIA

B31.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

ITEM #	EVALUATION CATEGORY	WEIGHTING
.1	FORM A – QUALIFICATION SUBMISSION	Mandatory Item
	1. Fully completed Form A in accordance with B24	Pass/Fail
.2	FORM B – PROPONENT'S GENERAL INFORMATION & PROJECT EXPERIENCE	85 Points
	1. Company Profile	10
	2. Qualifications and Experience of Personnel	20
	3. Summary of Pending Litigation	10
	4. Comparable Projects Completed (similar type, size, & complexity)	20

	5. References	25
.3	Safety, Contract Security, Authority to Carry on Business, Workers Compensation, Insurance in accordance with B26	15 Points
	Total SCORE	100

- B31.2 Further to B31.1 and B29, 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.
- B31.3 Further to B31.2, experience of Proponent shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted, in accordance with B25.
- B31.4 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.
- B31.5 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of their team.
- B31.6 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.
- B31.7 To Pre-qualify for the bidding phase of the project, Proponents should achieve a **minimum overall score of seventy-five (75) points** out of a possible one hundred (100) points.
- B31.8 Further to B31.3, a submission may be determined to be not qualified if the Submission does not obtain a minimum of 50% of the points for each category outlined in Form B.
- B32. NO CONTRACT**
- B32.1 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.
- B32.2 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.
- B32.3 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.
- B32.4 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.
- B32.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.

B32.6 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.