



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 593-2024A

**REQUEST FOR QUALIFICATION FOR THE CONSTRUCTION OF THE NORTH
GARAGE REPLACEMENT**

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) "**Bidder**" means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**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;
- (e) "**City Council**" means the Council of the City of Winnipeg;
- (f) "**Contract**" means the combined documents consisting of the Request for Qualification package, the Tender package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Bidder after award, and all amendments to the foregoing;
- (g) "**Contract Administrator**" means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (h) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
- (i) "**COR**" means the Certificate of Recognition Program of the Canadian Federation of Construction Safety Associations (CFCSA).
- (j) "**Evaluator**" means any person designated by the City to review, access, and score this RFQ.
- (k) "**may**" indicates an allowable action or feature which will not be evaluated;
- (l) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (m) "**Owners Advocate/Project Manager**" means the Consultant firm (Dillon Consulting Limited) contracted to act as Owner's Engineer/ Project Manager during the Design, Construction, and Post Construction stages of the Project;
- (n) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (o) "**Project Total Performance**" means when all Work prescribed in the Contract is complete, and all the contractors' equipment, waste and surplus material have been removed from the sites.
- (p) "**RFQ**" means Request for Qualification;
- (q) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (r) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (s) "**Submission or Qualification Submission**" means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (t) "**Submission Deadline**" means the time and date for final receipt of Submissions;
- (u) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;

- (v) **“Tender”** means a competitive bidding process other than this RFQ. The term is used to avoid confusion with this RFQ and is not intended to unduly restrict the form of those other competitions;
- (w) **“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 NORTH GARAGE REPLACEMENT (the Project). It is expected that this Project will be delivered through a Design-Bid-Build process. To facilitate the delivery of this Project, the City is seeking to qualify General Contractor firms and companies, or groups of companies and firms interested in participating in this Project.
- B2.2 The location of the Transit Garage Facility is immediately west of the intersection of Oak Point Highway with Selkirk Avenue. A preliminary plan of the site is shown in Appendix A. Where applicable, additional material is included in Appendix B of this RFQ.

B3. BACKGROUND

- B3.1 The City of Winnipeg Transit Department has provided public transit service to Winnipeg for over one hundred thirty (130) years. Transit currently operates a fleet of over six hundred (600) buses from three (3) bases in Winnipeg located at 421 Osborne Street, 600 Brandon Avenue, and 1520 Main Street.
- B3.2 North Garage at 1520 Main Street is Winnipeg Transit's oldest facility, having opened in the 1950s as a streetcar storage facility called Caruthers Garage. The facility is functionally obsolete and is in poor condition. The risk of North Garage becoming unusable due to further deterioration of the facility is likely Winnipeg Transit's most significant operational risk.
- B3.3 North Garage was designed for vehicles of another era, and cannot accommodate articulated buses, buses with bike racks, or new buses in Transit's fleet equipped with roof-mounted air conditioners. It cannot be upgraded to accommodate zero-emission buses (ZEB).
- B3.4 The construction of a Transit Bus Parking, Servicing, Maintenance and Repair Garage to replace the North Garage is one of Winnipeg Transit's highest-priority infrastructure projects. The replacement needs to be constructed as soon as possible to mitigate the current risks to Winnipeg Transit's operations, to allow for the replacement of forty (40) foot buses with sixty (60) foot buses, accommodate at a minimum, operation of twenty-four (24) battery electric buses (BEB) on opening day, and to have provisions for future transition to a fully zero-emissions bus (ZEB) facility.

B4. WINNIPEG

- B4.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.
- B4.2 For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf

- B4.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>
- B4.4 For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: <https://winnipeg.ca/interhom/toc/departments.asp>
- B4.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

B5. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B5.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Bidders to construct and commission a Transit Bus Parking and Servicing Garage.
- B5.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B5.3 Notwithstanding B9.2, after receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist of the qualified Bidders. Only those Bidders on the shortlist will be invited to further submit to further submit a bid on the upcoming tender package.

B6. SCOPE OF WORK

- B6.1 The Work to be done under the subsequent Contract shall consist of the construction and commissioning of a Transit bus garage building and site works. The garage will have the capacity to park and service two hundred and seven (207) 40 ft equivalent buses (subject to change). The procurement will include all necessary equipment and fixtures for a fully functional parking and servicing garage at the completion of the Contract. The garage is expected to be approximately 33,000 sq. m. in size (subject to change). The building will be at minimum LEED Silver certified building.
- (a) Site Remediation – Historically, the property was the location for two deactivated gas stations and a landfill. Soil disposal and mitigation shall be performed following the design directions, municipal and provincial standards.
 - (b) Hyde Avenue – Upgrades to Hyde Avenue, which is one of the accesses to the garage site connecting it to Oakpoint Hwy
 - (c) Staff parking – Parking lot with a capacity of approximately 160 vehicles (to be confirmed).
 - (d) Long lead delivery items:
 - (i) 55kV Substation equipped with 2 redundant 12.5MVA transformers (incoming electrification).
 - (ii) E-house switchgear
 - (iii) 4 transformers, 2 redundant 347/600V transformers for building power distribution and 2 redundant 277/480V transformers for BEB charger distribution.
 - (iv) Switchboards.
 - (v) 1 2-stops personnel MRL elevator.
 - (vi) Outdoor rated 100% building backup generator.
 - (vii) EV charging cabinets and dispensers.
 - (viii) Vehicle washing equipment and system.
- B6.2 The major components of the Work are as follows:
- (a) The Building is composed of 4 main areas: bus service, bus storage, bus maintenance and an administration area.
 - (i) Bus service area – Equipped with service feeds for inspection, cleaning and washing of the incoming buses.

- (ii) Bus storage area – Three segregated compartments of parking space for 207 40 ft equivalent buses.
- (iii) Bus maintenance and repair area – 12 maintenance and repair bays, one tire repair bay, management offices, and parts warehouse.
- (iv) Administration area – Management and Dispatcher offices, training and conference rooms, lounge and lunchroom area, amenity facilities, and operation and repair staff locker rooms.

B7. GENERAL CONDITIONS

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

B8. PROJECT SCHEDULE

- B8.1 The City intends to complete the evaluation of the Qualification Submissions by October 3, 2024, and proceed with the issuance of a tender package by October 15, 2024.

B8.2 Estimated Preliminary Schedule

Phase	Approximate Date(s)
RFQ issued	August 15, 2024
Evaluation/Shortlist of Bidders Complete	October 3, 2024
Tender issued (8 weeks)	October 15, 2024
Tender close	December 10, 2024
Evaluation/Selection of Bidder Complete	February 1, 2025
Award of Construction Contract	February 10, 2025
Construction	March 1, 2025
Substantial Performance	March 1, 2027
Project Total Performance	May 31, 2027

B9. PROCUREMENT PROCESS

- B9.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite all qualified Bidders to participate in the second stage of the procurement process, the Tender.
- B9.2 Following completion of the RFQ stage, qualified Bidders will be invited to bid on a Tender package in response to a Tender that will be structured following best practices used in other Canadian jurisdictions. Details on the Tender process will be provided to the qualified Bidders.
- B9.3 Details on the Tender process will be provided to the Bidders at the completion of the RFQ stage.
- B9.4 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 Bidder will be subject to final approval.
- B9.5 The Bidder is advised that the Contract will include a requirement for security clearances.

- B9.5.1 After the award of the Contract, each member of the Bidder's team, including subcontractors, will be required to obtain a criminal record check through the City of Winnipeg Police, the RCMP or the police service having jurisdiction at their place of residence.
- B9.6 The bidder should demonstrate they have a local office or representation and can demonstrate their experience with comparable projects;
- B9.7 The Bidder should, in their Qualification Submission or information submitted otherwise, provide:
- (a) the full company name, address, a contact person together with the contact person's telephone number and email address of a Financial Reference;
 - (b) the full company name, address, a contact person together with the contact person's telephone number and email address of a Bonding or other Contract Security Reference;
 - (c) the full company name, an Insurance Broker or an Insurance Representative, address, a contact person together with the contact person's telephone number and email address of an Insurance Reference.

B10. DISCLOSURE

- B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure.
- B10.2 The Persons are: N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

- B11.1 Bidders, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of 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 Bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B11.3 In connection with their Bid, each entity identified in B11.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;

- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFQ process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B11.4 Without limiting B11.3, the City may, in 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 Bidder 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.
- B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder 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 Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of 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.
- B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B12. ENQUIRIES

- B12.1 All enquiries shall be directed to the Contract Administrator identified in B13.
- B12.2 Any Bidder who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.
- B12.3 If the Bidder finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B12.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B12.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B12.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B9.4 unless that response or interpretation is provided by the Contract Administrator in writing.

B12.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B13. CONTRACT ADMINISTRATOR

B13.1 The Contract Administrator is:

AECOM Canada Limited as represented by:

Arthur Anderson,

Telephone No. 204-801-7579
Email Address: arthur.anderson@aecom.com

B14. ADDENDA

- B14.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B14.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B14.3 Addenda will be available on the MERX website at www.merx.com.
- B14.4 The Bidder is responsible for ensuring that 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.
- B14.5 The Bidder should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B14.6 Notwithstanding B12, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B13.

B15. CONFIDENTIALITY AND PRIVACY

- B15.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B15.2 The protection of personal information and privacy will be fundamental aspects of the Project. Bidders shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Bidders are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B15.3 The Bidder is advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for their internal review process and to provide such copies to their staff and/or external advisors and representatives.

B15.5 The City reserves the right to post the names of the shortlisted Bidders, or otherwise make this information public at the end of the RFQ selection process.

B15.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

B16. NO COLLUSION

B16.1 Upon responding to this RFQ, each Bidder shall declare that they have not participated in any collusive scheme or combine.

B16.2 Bidders must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Bidders and their team members shall not engage in discussions or other communications with any other Bidders or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the Tender has been issued, from the Tender process.

B17. NO LOBBYING

B17.1 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.

B18. ELIGIBILITY

B18.1 No Persons involved with the City, or acting as a consultant or subconsultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Bidder participating in this RFQ or subsequent Tender.

B19. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B19.1 Qualification Submissions will not be opened publicly.

B19.2 After evaluation, the names of the shortlisted Bidders and their address(es) will be available on the MERX website at www.merx.com.

B19.3 The Bidder is advised that any information contained in any Qualification Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B19.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

SUBMISSION INSTRUCTIONS

B20. SUBMISSION DEADLINE

- B20.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 12, 2024.
- B20.2 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 B20.1.

B21. QUALIFICATION SUBMISSION

- B21.1 The Qualification Submission should consist of the following components:
- (a) Form A: Qualification Submission per the requirements of B22
 - (b) Additional Requirements per the requirements of B23
 - (c) Experience of Bidder per the requirements of B24;
- B21.2 The Qualification shall be submitted electronically through MERX at www.merx.com.
- B21.2.1 Qualifications will **only** be accepted electronically through MERX.
- B21.3 All requirements of the RFQ should be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B21.4 Bidders are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B29.1.
- B21.5 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.
- B21.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- B21.7 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.

B22. FORM A: QUALIFICATION SUBMISSION

- B22.1 Further to B21.1(a), the Bidder shall complete Form A: Qualification Submission, making all required entries.
- B22.2 Paragraph 2 of Form A: Qualification Submission shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B22.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B22.2.
- B22.3 In Paragraph 3 of Form A: Qualification Submission, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of this RFQ.

- B22.4 Paragraph 7 of Form A: Qualification Submission should be signed in accordance with the following requirements:
- (a) if the Bidder is sole proprietor carrying of business in their own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;
 - (d) if the Bidder 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.
- B22.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.
- B22.6 If a Submission is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Submission, shall be both jointly and several.

B23. ADDITIONAL REQUIREMENTS

- B23.1 The Bidder should, in their Qualification Submission or information submitted otherwise, demonstrate that the Bidder:
- B23.1.1 is in good standing with the Workers Compensation Board of Manitoba or other authority having jurisdiction;
 - B23.1.2 has had an annual value of construction work of not less than \$300,000,000 in each of the past five years;
 - B23.1.3 is COR™, SECOR™, or WORKSAFELY™ Certified or certified by 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/>); and
 - B23.1.4 exhibits 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 an amount not less than ten million dollars (\$10,000,000) per occurrence covering bodily injury, property damage, products and completed operations, non-owned automobile liability including a cross liability clause, contractual liability, with The City of Winnipeg 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) All risks course of construction insurance, including testing and commissioning, in the amount of one hundred percent (100%) of the total Contract Price, written in the names of the Contractor and The City of Winnipeg at all times during the performance of the Work and until the date of Substantial Performance, and if all testing and commissioning has not been completed at that time, the policy will extend until such time as all testing and commissioning has been completed. The successful bidder will be responsible for all deductibles;
 - (c) Contractors Pollution Liability in an amount of not less than \$2,000,000.
 - B23.1.5 Complete and submit the Social Procurement Questionnaire (Appendix C);
 - B23.1.6 Complete and submit the Environmental Procurement Questionnaire (Appendix D).

- B23.2 The Bidder should, in their Qualification Submission or information submitted otherwise, provide:
- (a) the full company name, address, a contact person together with the contact person's telephone number and email address of a Financial Reference;
 - (b) the full company name, address, a contact person together with the contact person's telephone number and email address of a Bonding or other Contract Security Reference;
 - (c) the full company name, an Insurance Broker or an Insurance Representative, address, a contact person together with the contact person's telephone number and email address of an Insurance Reference.

B24. EXPERIENCE OF BIDDER

- B24.1 Further to B21.1(c), the Bidder should submit information in sufficient detail for the City to evaluate the qualifications of the Bidder(s) by providing:
- (a) their organization and communication plan.
 - (b) a project execution plan. The project execution plan should contain, as a minimum, a description of how the contractor will execute the works, together with a risk mitigation strategy, the bidder's quality procedures, and a high-level schedule;
 - (c) up to three (3) contracts similar in size, scope, and complexity, with the details of the scope and value of each contract, together with the name of each client;
 - (d) references for the three (3) recent projects similar in size and scope. Each reference should consist of a company name, contact name, email address, phone number and a brief description of the project.
- B24.2 Qualifications and Experience of Personnel
- B24.2.1 Provide evidence of the relevant experience based on the roles of the Key personnel proposed for the Project on individual past projects of similar value and complexity (maximum of 3 projects). As a minimum, identify the following key personnel:
- (a) Contractor's Project Manager - "Contractor's Project Manager" means the individual designated by the Construction Contractor to be the primary representative of the Construction Contractor for the Project. The individual will have detailed knowledge of all office and site-based activities. This individual must be based in Manitoba for the duration of the project.
 - (b) Contractor's Procurement Lead - "Contractor's Procurement Lead" means the individual designated by the Construction Contractor to procure the specified materials and products and to review material and product availability together with material and product lead time. The Contractor's Procurement Lead will report directly to the Contractor's Project Manager. This individual must be based in Manitoba for the duration of the project.
 - (c) Contractor's Site Superintendent - "Contractor's Site Superintendent" means the individual designated by the Construction Contractor to oversee and supervise all day-to-day on-site construction activities and construction safety. The Contractor's Site Superintendent will report directly to the Contractor's Project Manager. This individual must be based in Manitoba for the duration of the project.
 - (d) Contractor's Quality Manager - "Contractor's Quality Manager" means the individual designated by the Contractor to ensure compliance with all the safety and quality requirements of the specification are met. The Contractor's Quality Manager will report directly to the Contractor's Project Manager. This individual must be based in Manitoba for the duration of the project.
 - (e) Contractor's Environmental Lead - "Contractor's Environmental Lead" means the individual designated by the Contractor to ensure compliance with all the project's environmental requirements. The Contractor's Environmental Lead will report directly to

- the Contractor's Project Manager. For the duration of the activities on-site for which this individual will be responsible, they must be based in Manitoba.
- (f) Contractor's Architectural Construction Manager/Coordinator – "Contractor's Architectural Construction Manager/Coordinator" means the individual designated by the Contractor to ensure compliance with all aspects of the Architectural design packages and the management of relevant sub-trades. The Contractor's Architectural Construction Manager/Coordinator will report directly to the Contractor's Site Superintendent. For the duration of the activities on-site for which this individual will be responsible, they must be based in Manitoba.
 - (g) Contractor's Structural Construction Manager/Coordinator – "Contractor's Structural Construction Manager/Coordinator" means the individual designated by the Contractor to ensure compliance with all aspects of the Structural design packages and the management of relevant sub-trades. The Contractor's Structural Construction Manager/Coordinator will report directly to the Contractor's Site Superintendent. For the duration of the activities on-site for which this individual will be responsible, they must be based in Manitoba.
 - (h) Contractor's Civil Construction Manager/Coordinator – "Contractor's Civil Construction Manager/Coordinator" means the individual designated by the Contractor to ensure compliance with all aspects of the Civil design packages and the management of relevant sub-trades. The Contractor's Civil Construction Manager/Coordinator will report directly to the Contractor's Site Superintendent. For the duration of the activities on-site for which this individual will be responsible, they must be based in Manitoba.
 - (i) Contractor's Mechanical Construction Manager/Coordinator – "Contractor's Mechanical Construction Manager/Coordinator" means the individual designated by the Contractor to ensure compliance with all aspects of the Mechanical design packages and the management of relevant sub-trades. The Contractor's Mechanical Construction Manager/Coordinator will report directly to the Contractor's Site Superintendent. For the duration of the activities on-site for which this individual will be responsible, they must be based in Manitoba.
 - (j) Contractor's Electrical Construction Manager/Coordinator – "Contractor's Electrical Construction Manager/Coordinator" means the individual designated by the Contractor to ensure compliance with all aspects of the Electrical design packages (including ZEB and substation) and the management of relevant sub-trades. The Contractor's Electrical Construction Manager/Coordinator will report directly to the Contractor's Site Superintendent. For the duration of the activities on-site for which this individual will be responsible, they must be based in Manitoba.

B25. UNFAIR LABOUR PRACTICES

- B25.1 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.
- B25.2 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.
- B25.3 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.).

- B25.4 Failure to provide the evidence required under B25.3, may be determined to be an event of default in accordance with C18.
- B25.5 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.
- B25.5.1 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.
- B25.5.2 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 B25.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- B25.5.3 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.

B26. SUBSTITUTIONS

- B26.1 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.
- B26.2 If the Bidder is selected as the contractor, any substitution of personnel following the close of RFQ will result in a financial penalty of \$50,000 per instance of change to key personnel.

B27. NON-CONFORMING SUBMISSIONS

- B27.1 Notwithstanding B21.1, if a Bidder’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.
- B27.1.1 If the non-conformance is an omission, the City may, at their discretion, give the Bidder up to five (5) Business Days to supply the omitted material.
- B27.2 If the requested information is not submitted by the time specified in B27.1.1, the Submission will be determined to be non-responsive.

B28. BIDDER’S COSTS AND EXPENSES

- B28.1 Bidders are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

EVALUATION

B29. EVALUATION CRITERIA

B29.1 Bidders will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

EVALUATION CATEGORY	WEIGHTING (%)
(a) Completion of Form A (B22)	Pass/Fail
(b) Additional Requirements <ul style="list-style-type: none"> (i) Evidence of good standing with the WCB (B23.1.1) (ii) Evidence of an annual value of construction of \$300,000,000 for the past five years (B23.1.2) (iii) Evidence of COR, SECOR, WORKSAFELY or approved independent accreditation (B23.1.3) (iv) Evidence of insurability (B23.1.4) (v) Social Procurement Questionnaire (B23.1.5) (vi) Environmental Procurement Questionnaire (B23.1.6) 	9.0 1.0 1.0 1.0 1.0 2.5 2.5
(c) Experience of Bidder(s) demonstrated by up to three (3) Comparable Projects completed on or after January 1, 2014, based on whether each project had: <ul style="list-style-type: none"> (i) Bidder's organization & communication plan (B24.1(a)) (ii) Bidder's project execution plan (B24.1(b)) (iii) had a project value at Award of at least \$50,000,000. (1.0 per project) (iv) had a construction duration of at least one year. (1 per project) (v) was completed on schedule. (B29.2.1) (1.0 per project) (vi) was completed within budget. (B29.2.2) (1.0 per project) (vii) was LEED certified Silver or higher (1.0 per project) (viii) include the supply and installation of EV charging facilities (ix) include the supply and installation of a hydrogen production facility 	38.0 10.0 10.0 3.0 3.0 3.0 3.0 3.0 2.5 0.5
(d) Project team integration based on the involvement of Key Personnel in similar roles in the three (3) Comparable Projects: ^{B29.2.3} <ul style="list-style-type: none"> (i) Contractor's Project Manager (1.0 per project) (ii) Contractor's Procurement Lead (0.5 per project) (iii) Contractor's Site Superintendent (1.0 per project) (iv) Contractor's Quality Manager (0.5 per project) (v) Contractor's Environmental Lead (0.5 per project) 	18.0 3.0 1.5 3.0 1.5 1.5

(vi) Contractor's Architectural Construction Manager/Coordinator (0.5 per project)	1.5
(vii) Contractor's Structural Construction Manager/Coordinator (0.5 per project)	1.5
(viii) Contractor's Civil Construction Manager/Coordinator (0.5 per project)	1.5
(ix) Contractor's Mechanical Construction Manager/Coordinator (0.5 per project)	1.5
(x) Contractor's Electrical Construction Manager/Coordinator (0.5 per project)	1.5
(e) Relevant Experience and Qualifications of Key Personnel based on the roles of the individuals in past projects, including but not limited to the three (3) Comparable Projects evaluated above:	35.0
(i) Contractor's Project Manager	
a) PMP designation – Project Management Institute (PMI) (PMP=0.5)	0.5
b) Project Value at Award of at least \$80,000,000 (0.5 per project)	1.5
c) Construction duration of at least 1 year (0.5 per project)	1.5
d) LEED Certification Silver or higher (0.5 per project)	1.5
e) was completed on schedule. (B29.2.1) (1.0 per project)	3.0
f) was completed within budget. (B29.2.2) (1.0 per project)	3.0
(ii) Contractor's Procurement Lead	
a) SCMP designation - Supply Chain Management Association of Canada (SCMA), or equal (SCMA=1.5)	1.5
b) Project Value at Award of at least \$80,000,000 (0.5 per project)	1.5
c) Construction duration of at least 1 year (0.5 per project)	1.5
(iii) Contractor's Site Superintendent	
a) Project Value at Award of at least \$80,000,000 (0.5 per project)	1.5
b) Construction duration of at least 1 year (0.5 per project)	1.5
c) was completed on schedule. (B29.2.1) (1.0 per project)	3.0
d) was completed within budget. (B29.2.2) (1.0 per project)	3.0
(iv) Contractor's Quality Manager	
a) Project Value at Award of at least \$80,000,000 (0.25 per project)	0.75

b) Construction duration of at least 1 year (0.25 per project)	0.75
(v) Contractor's Environmental Lead	
a) Project Value at Award of at least \$80,000,000 (0.25 per project)	0.75
b) Construction duration of at least 1 year (0.25 per project)	0.75
(vi) Contractor's Architectural Construction Manager/Coordinator	
a) Project Value at Award of at least \$80,000,000 (0.25 per project)	0.75
b) Construction duration of at least 1 year (0.2 per project)	0.75
(vii) Contractor's Structural Construction Manager/Coordinator	
a) Project Value at Award of at least \$80,000,000 (0.25 per project)	0.75
b) Construction duration of at least 1 year (0.25 per project)	0.75
(viii) Contractor's Civil Construction Manager/Coordinator	
a) Project Value at Award of at least \$80,000,000 (0.25 per project)	0.75
b) Construction duration of at least 1 year (0.25 per project)	0.75
(ix) Contractor's Mechanical Construction Manager/Coordinator	
a) Project Value at Award of at least \$80,000,000 (0.25 per project)	0.75
b) Construction duration of at least 1 year (0.25 per project)	0.75
(x) Contractor's Electrical Construction Manager/Coordinator	
a) Project Value at Award of at least \$80,000,000 (0.25 per project)	0.75
b) Construction duration of at least 1 year (0.25 per project)	0.75
Total Score	100

B29.2 In the evaluation of the comparable projects in B29.1, consideration will be given to the following were effectively demonstrated:

B29.2.1 Schedule delays will be evaluated considering any delays due to reasons reasonably beyond the control of the Contractor.

B29.2.2 Budget overruns will be evaluated considering any amounts due to reasons reasonably beyond the control of the Contractor.

- B29.2.3 Points will be awarded based on the key individual playing a lead role in the Comparable Projects submitted in B29.1(c) or Individual Projects which was substantially the same capacity as contemplated for the Project. If the individual's role was at a lesser level of responsibility, partial points may be awarded at the discretion of the Evaluator.
- B29.3 Further to B29.1 and B26.1, 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.
- B29.4 Reference checks to confirm information provided may not be restricted to only those submitted by the Bidder, and may include organizations representing Persons, known to have done business with the Bidder.
- B29.5 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 Bidder and any proposed members of their team.
- B29.6 The City may, in their sole discretion, interview any or all Bidders during the evaluation process, to provide clarification or additional information in relation to their Submission.
- B29.7 Further to B29.1, any Bidder who exceeds the minimum 65%, will be shortlisted and proceed to the Tender stage.
- B30. NO CONTRACT**
- B30.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Bidders expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.
- B30.2 Although it is the intention of the City to establish a shortlist of Bidders to participate in the Tender stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to 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 Bidder or any member of a private sector team.
- B30.3 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.
- B30.4 If the City proceeds to request a more detailed proposal, only to Bidders determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:
- (a) only one Submission is received; or
 - (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.
- B30.5 The City reserves the right to disqualify any Bidder whose Submission, in the opinion of the City, contains false or misleading information.
- B30.6 Following the conclusion of the procurement process, Bidders will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.