



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 623-2024A

WAVERLEY WEST FIRE PARAMEDIC STATION 15

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Calendar Day**" means the period from one midnight to the following midnight;
- (c) "**City**" means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (d) "**City Council**" means the Council of the City of Winnipeg;
- (e) "**Contract**" means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (f) "**Contract Administrator**" means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (g) "**Contractor**" means the person undertaking the performance of the work under the terms of the Contract;
- (h) "**may**" indicates an allowable action or feature which will not be evaluated;
- (i) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (j) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (k) "**Project**" means Waverley West Fire Paramedic Station 15;
- (l) "**Proponent**" means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (m) "**Reserved Prequalified Proponent**" means the forth placing submission, as determined through the evaluation process, from a Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (n) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (o) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (p) "**Submission or Qualification Submission**" means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (q) "**Submission Deadline**" means the time and date for final receipt of Submissions;
- (r) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (s) "**Work**" or "**Works**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

B2. EXECUTIVE SUMMARY

- B2.1 City of Winnipeg Public Service has received Council approval to proceed with procurement and construction of Waverley West Fire Paramedic Station 15 (“the Project”).
- B2.2 The Project includes the detailed design and construction of the new Waverley West Fire Paramedic Station 15, site development and site servicing.
- B2.3 The facility will consist of a single-story building of approximately 10,700 S.F. plus a 900 S.F. mezzanine and partial basement of 5,560 S.F., concrete foundation, steel, concrete and masonry structure, flat roofs with 2 ply Bitumen roof system. The building will include offices, kitchen, dining room, living areas, sleeping quarters, locker rooms, shower areas, an apparatus room with three (3) overhead doors and partial lower level basement development. The building has been designed and developed in sufficient detail to obtain a Class 3 Cost Estimate. It will be the responsibility of the successful Design-Build proponent to produce detailed drawings and specifications necessary for permits and construction.
- B2.4 The building is required to comply with all local codes and regulations, and as an emergency services facility this includes requirements for a post-disaster building.
- B2.5 The building design will adhere to the City of Winnipeg Green Building Policy.
- B2.6 The site development will include building foundation, site drainage, underground utilities, site services, soft and hard landscaping and asphalt paving complete with concrete approach.

B3. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B3.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents to successfully deliver the Project.
- B3.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B3.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist up to three Prequalified Proponents. Only those Proponents on the shortlist will be invited to participate in the second stage of the procurement process, the Request for Proposal (RFP).

B4. SCOPE OF WORK

- B4.1 This project will be awarded as a design-build Contract. The Work to be done under the subsequent Contract shall consist of:
- a) Design and construction of a new fire paramedic station of approximately 10,700 S. F. as described in B2.2.
 - b) Design and construction of associated site development including building foundation, site drainage, underground utilities, site services, soft and hard landscaping and asphalt paving complete with concrete approach.
- B4.2 The contractor's responsibilities with respect to this design-build project will include:
- a) Providing project management services to manage and control cost, quality, schedule and safety, contract and subcontract management, risk management, as well as to provide an efficient document control system for progress monitoring, and progress reporting.
 - b) Providing design services to advance the 30% design documents to completion for all disciplines and aspects of the Project.

- c) Procurement of materials and equipment (including standardized instrumentation and control equipment from City pre-selected suppliers), including construction, installation and subcontracting.
- d) Providing construction management and supervision of trade labour, construction equipment for the construction.
- e) Providing testing, start-up and commissioning services for equipment and services, performance guarantee testing, and final commissioning of the project to meet all Functional requirements, and
- f) Providing operation and maintenance manuals, including manuals and data for the asset management system together with operator and maintenance training for City staff to facilitate ongoing operations and maintenance.

B4.3 The Consultant's responsibilities with respect to this design-build project will include:

- a) Providing professional services for planning, engineering, design, surveying, permitting, site investigations and technical support.
- b) Design and construction must be certified by an architect and professional engineers, registered and licenced to practise in the Province of Manitoba.

B5. GENERAL CONDITIONS

B5.1 The *General Conditions for Construction* (Revision 2020 01 31) are applicable to the Work of the Contract.

B5.1.1 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

B5.2 The General Conditions for Consultant Services (Revision 2022 09 02) are applicable to the Work of the Contract.

B5.2.1 The General Conditions for Consultant Services 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

B5.3 Each Prequalified Proponent participating in the RFP Process will be afforded at least one (1) opportunity during the RFP Process to provide written comments on the General Conditions for Construction (Revision 2020 02 21) and General Conditions for Consulting Services (Revision 2022 09 02) and engage in confidential meetings with the City with respect to the usage of both General Conditions. An additional meeting time may be arranged at the City's sole discretion.

B6. PROJECT SCHEDULE

B6.1 The City intends to complete the evaluation of the Qualification Submissions by November 12, 2024 and proceed with the issuance of an RFP by November 15, 2024.

B6.2 Details on the RFP schedule will be provided to the Proponents at the completion of the RFQ stage. The City intends to complete the RFP stage by December 11, 2024.

B6.3 Estimated Preliminary Schedule

Phase	Approximate End Date(s)
1. RFQ Process	November 12, 2024
2. Evaluation / Shortlist of Prequalified Proponents	November 15, 2024
3. RFP Process & Evaluation/ Selection of Proponent	December 11, 2024

B7. PROCUREMENT PROCESS

- B7.1 The RFQ is the first stage of the procurement process for this Project. Subject to B28, the RFQ Process is intended to conclude with identification of the Proponents that will be eligible to participate further in the RFP phase of this competitive procurement process (the “Prequalified Proponents”).
- B7.2 Following completion of the RFQ stage, Prequalified Proponents will be invited to provide proposals in response to an RFP. The RFP will relate to technical and financial components. The City will evaluate the proposals received from the Prequalified Proponents and select the Proponent for the purposes of concluding the Contract.
- B7.3 Details on the RFP process will be provided to the Prequalified Proponents at the completion of the RFQ stage.
- B7.3.1 The RFP will include requirements for the following:
- (a) Contract security in the amount of 50% of the Contract value; and
 - (b) Insurance.
- B7.4 Upon completion of the RFP 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.

B8. DISCLOSURE

- B8.1 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.
- B8.2 The Persons are:
- (a) Epp Siepmann Engineering, mechanical/electrical design;
 - (b) JR Cousin Consultants Ltd., civil design;
 - (c) Dean Spearman Landscape Architect, landscape design;
 - (d) Postma Consulting, quantity surveyor;

B9. CONFLICT OF INTEREST AND GOOD FAITH

- B9.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B9.2 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.

B9.3 In connection with their Bid, each entity identified in B9.2 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.

B9.4 Without limiting B9.3, 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.

B9.5 Without limiting B9.3, 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 B9.4 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.

B9.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B10. ENQUIRIES

B10.1 All enquiries shall be directed to the Contract Administrator identified in B11.

B10.2 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.

B10.3 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.

- B10.4 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.
- B10.5 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.
- B10.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B8 unless that response or interpretation is provided by the Contract Administrator in writing.
- B10.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B11. CONTRACT ADMINISTRATOR

- B11.1 The Contract Administrator is:
Andy Urbanowicz
Project Officer
Telephone No. 204- 803-3931
Email Address: aurbanowicz@winnipeg.ca

B12. ADDENDA

- B12.1 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.
- B12.2 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.
- B12.3 Addenda will be available on the MERX website at www.merx.com.
- B12.4 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.
- B12.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B12.6 Notwithstanding B10, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B11.

B13. CONFIDENTIALITY AND PRIVACY

- B13.1 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.

- B13.2 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.
- B13.3 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).
- B13.4 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.
- B13.5 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.
- B13.6 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.

B14. NON-DISCLOSURE

- B14.1 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.
- B14.2 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.

B15. NO COLLUSION

- B15.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.
- B15.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B16. NO LOBBYING

- B16.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B17. ELIGIBILITY

B17.1 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Proponent participating in this RFQ or subsequent RFP.

B18. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B18.1 Qualification Submissions will not be opened publicly.

B18.2 After evaluation, the names of the Prequalified Proponents and their address(es) will be available on the MERX website at www.merx.com.

B18.3 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).

B18.3.1 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.

B18.4 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

B19. SUBMISSION DEADLINE

B19.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 12, 2024.

B19.2 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 B19.1.

B20. QUALIFICATION SUBMISSION

B20.1 The Qualification Submission should consist of the following components:

- (a) Form A: Qualification Submission (Section A);
- (b) Project Organizational Approach (Section B);
- (c) Past Project Experience (Section C);
- (d) Experience and Qualifications of Key Individuals (Section D);
- (e) Safety Record (Section E)

B20.2 The Qualification shall be submitted electronically through MERX at www.merx.com.

B20.2.1 Qualifications will **only** be accepted electronically through MERX.

B20.3 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.

B20.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with a).

B20.5 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.

B20.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

B20.7 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.

B21. FORM A: QUALIFICATION SUBMISSION (SECTION A)

B21.1 Further to B20.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.

B21.2 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.

B21.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B21.2.

B21.3 In Paragraph 3 of Form A: Qualification Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.

B21.4 Paragraph 7 of Form A: Qualification Submission should be signed in accordance with the following requirements:

- (a) if the Proponent is sole proprietor carrying of business in their own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B21.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B21.6 If a Submission is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Submission, shall be both jointly and several.

B22. PROJECT ORGANIZATIONAL APPROACH (SECTION B)

B22.1 Further to B20.1(b), the Proponent should submit information and details of the Proponent, Proponent Team, and Proponent Team Members:

- (a) Project Management Team;
- (b) Design Team;
- (c) Construction Team;
- (d) Proponent Team Member(s) composition; and

(e) Proponent Team Members Roles and Responsibilities

B22.2 Provide a company profile for each Proponent Team Member, indicating: company organization, number of years in business, number of employees.

B22.3 Provide the Proponent and Proponent Team organizational structure by providing an organizational chart of the Proponent and all Proponent Team Members, showing:

- (a) names of the Proponent and the Proponent Team Members;
- (b) roles and proposed reporting relationships;
- (c) the Proponent reporting to the City of Winnipeg, and direct reports to the Proponent;
- (d) Project Management Team Lead and any related Proponent Team Members, and direct reports to the Project Management Team Lead;
- (e) Design Team Lead and related Proponent Team Members, and direct reports to the Design Team Lead; and
- (f) Construction Team Lead and related Proponent Team Members, and direct reports to the Construction Team Lead.

B23. PAST PROJECT EXPERIENCE (SECTION C)

B23.1 Further to B20.1(c), the Proponent should submit information and details to demonstrate their similar experience to the Project.

B23.2 Submit three (3) projects per Proponent Team Member indicated below, to demonstrate their similar experience to the project:

- (a) Project Management Team,
- (b) Design Team; and
- (c) Construction Team.

B23.3 For each project, clearly indicate:

- (a) how each project is relevant to the RFQ Project, and any knowledge, experience, or lessons learned that will bring value to the RFQ Project;
- (b) Contract type (design-build, design bid build, construction management etc.);
- (c) the Proponent, Proponent Team Leads and/or Proponent Team Member, identifying their role past projects, and the respective scope of work and services performed;
- (d) original targeted project completion date (substantial and total performance) and actual completion date (substantial and total performance) with reason for any variance;
- (e) description of project schedule management strategies used;
- (f) original project value and completed project value, with reason for any variance;
- (g) description of project budget management used;
- (h) two (2) references for each project example (company name, contact person, email address, phone number) for client and Prime Consultant;

B23.4 Past Projects will also be evaluated according to the following criteria:

- (a) similar in size, scope and complexity to the proposed Project;
- (b) carried out within the last ten (10) years;
- (c) designed/constructed for projects with winter temperatures similar to that of Winnipeg, which can be consistently below -20C for a number of weeks, and have several consecutive days below -30C;

- (d) demonstrated experience with implementation of new buildings and new site services on previously non-serviced lands;
- (e) demonstrated experience with emergency facilities (particularly Fire Paramedic Stations), or other relevant facilities of comparable scope and complexity, including post-disaster buildings;
- (f) demonstrated experience with design and construction projects for municipal or other government;
- (g) description of how the team complied with applicable building Codes and regulations;
- (h) description of risk management strategies used, and their demonstrated level of success.

B24. EXPERIENCE AND QUALIFICATIONS OF KEY INDIVIDUALS (SECTION D)

B24.1 Further to B20.1(d), the Proponent should submit information and details of the qualifications and experience of Key Individuals, including the following:

- (a) Project Management Team
 - (i) Project Management Team Manager
 - (ii) Estimator
- (b) Design Team
 - (i) Design Team Project Manager
 - (ii) Architect
 - (iii) Interior Designer
 - (iv) Landscape Architect
 - (v) Civil Engineer
 - (vi) Structural Engineer
 - (vi) Electrical Engineer
 - (vii) Mechanical Engineer
 - (ix) Sustainability Coordinator
- (c) Construction Team
 - (i) Construction Project Manager
 - (ii) Site Superintendent

B24.2 For each Key Individual in the Proponent Team, provide:

Detailed, comprehensive resumes for all Proponent Team Members proposed for this Project, clearly identifying for each Proponent Team Member:

- (a) The specific roles and responsibilities fulfilled on each project listed under their past project experience.
- (c) Clearly explain/justify personnel assignment, providing explanations of how each individual's qualification of experience would specifically benefit this Project.
- (d) Key Individuals are to remain in their respective roles for the duration of the Project. Proponents are to list backup personnel with equivalent experience who can take over the associated role and responsibility should the listed Key Individual leave his/her role due to personal reasons/injury/death.

B24.3 Provide details demonstrating the Key Individuals verified success in managing risk, and maintaining scope, schedule and cost, and effectively managing any variance in a professional manner.

B25. SAFETY RECORD AND QUALIFICATION (SECTION E)

B25.1 Details of safety record for the past five (5) years, including team safety statistics.

B25.2 Workplace Safety and Health Qualification (Construction Team Members):

- (a) The Proponent should 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:
- (b) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™); or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction's Association's COR Program; or
 - (ii) a copy of their valid Manitoba SECOR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under 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
- (c) 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/>).

B26. UNFAIR LABOUR PRACTICES

B26.1 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.

B26.2 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.

B26.3 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.).

B26.4 Failure to provide the evidence required under B26.3, may be determined to be an event of default in accordance with C18.

B26.5 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.

- B26.5.1 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.
- B26.5.2 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 B26.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- B26.5.3 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.

B27. SUBSTITUTIONS

- B27.1 A Proponent is not permitted to substitute or remove a Proponent Team Member of Key Individual, or change the role or scope of work of any Proponent Team Member or Key Individual, after the RFQ Submission Deadline without the City's prior written consent. The City may, in its sole discretion, disqualify a Proponent that contravenes this provision.
- B27.2 If a Proponent submits a request pursuant to this provision, the following shall apply:
- (a) Provide in detail the ramifications of the substitution of removal of a Proponent Team Member or Key Individual to the Proponent's structure, and a justification for such proposed change; and
 - (b) Confirm that the proposed replacement Proponent Team Member or Key Individual has equal or better qualifications and experience than the original Proponent Team Member or Key Individual; or
 - (c) Confirm that the proposed change is likely to result in equal or better performance by the Proponent.
- B27.3 The City in its sole discretion may elect to invite a Reserved Prequalified Proponent to participate in the RFP, including but not limited to, the following circumstances:
- (a) Prequalified Proponent declines to participate in the RFP;
 - (b) a Prequalified Proponent is subject to the circumstances set out in B28.

B28. NON-CONFORMING SUBMISSIONS

- B28.1 Notwithstanding B20.1, if a Proponent's Submission is not strictly in accordance with any provision of this RFQ, the City may, at their option:
- (c) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
 - (d) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.
- B28.1.1 If the non-conformance is an omission, the City may, at their discretion, give the Proponent up to five (5) Business Days to supply the omitted material.
- B28.2 If the requested information is not submitted by the time specified in 0, the Submission will be determined to be non-responsive.

B29 PROPONENT'S COSTS AND EXPENSES

B29.1 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.

B30 EVALUATION CRITERIA

B30.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

EVALUATION CATEGORY	MAX POINTS
a) Qualification Application Submission Form A (Section A)	Pass/Fail
b) Project Organizational Approach (B22, Section B)	10
c) Past Project Experience (B23, Section C)	30
Project Management Team	9.0
Design Team	10.5
Construction Team	10.5
d) Experience and Qualifications of Key Individuals (B24, Section D)	45.0
Project Management Team	6.0
Design Team	21.0
Construction Team	18.0
e) Safety Record and Qualification (B25, Section E)	15
Total SCORE	100
Pass Threshold	70.0

B30.2 Further to B30.1(a) and B28, 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.

B30.3 Further to B30.1(b), Project Organizational Approach will be evaluated considering the requirements set out in B22, and the information submitted in response to B22.

B30.4 Further to B30.1(c), Past Project Experience will be evaluated considering the requirements set out in B23, and the information submitted in response to B23.

B30.5 Further to B30.1(d), Experience and Qualifications of Key Individuals will be evaluated considering the requirements set out in B24, and the information submitted in response to B24.

B30.6 Further to B30.1(e), Safety Record will be evaluated considering the requirements set out in B25, and the information submitted in response to B25.

B30.7 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.

- B30.8 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.
- B30.9 The City may, in its sole discretion, interview any or all Proponents, Proponent Team Leads, and/or Proponent Team Members during the evaluation process, to provide clarification or additional information in relation to its Submission. The City may adjust its scoring of a Proponent Qualification Submission based on the clarification information received by the City during the interview.
- B30.10 During the time period from the Qualification Submission Deadline until the issuance of the RFP, each Prequalified Proponent shall immediately report any material change to the Qualification Submission information submitted by the Proponent during the RFQ Process, and shall resubmit the applicable information as originally required by the terms of the RFQ, and the City will evaluate such re-submitted information.
- B30.10.1 If the information submitted in B30.10 results in a change in the Prequalified Proponents ranking, the City may, in its sole discretion, invite a Reserve Prequalified Proponent, based on the rankings in this RFQ Process, to be added to the list of Prequalified Proponents to participate in the RFP Process, replacing the Proponent whose score was re-evaluated.
- B30.11 Further to B30.3 to B30.6 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.

B31 NO CONTRACT

- B31.1 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.
- B31.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the RFP 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 RFP, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.
- B31.3 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.
- B31.4 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.
- B31.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B31.6 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.