

THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 396-2026A

PAN AM POOL MAIN TANK RENEWAL

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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) "**Proponent**" means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;

(l) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;

(m) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;

(n) "**Submission or Qualification Submission**" means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;

(o) "**Submission Deadline**" means the time and date for final receipt of Submissions;

(p) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;

(q) "**Work**" or "**Works**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

B2. EXECUTIVE SUMMARY

B2.1 City of Winnipeg Public Service has received Council approval to proceed with procurement of the pool renewal of the Pan Am Pool (the Project).

B2.2 It is expected that this Project will be delivered through a Design-Bid-Build process following standard City of Winnipeg construction contracts and general requirements. The City will close the facility to general public access for the duration of the Project. Specific user groups will

continue to have access to areas of the facility outside of designated construction areas turned over to the Contractor. 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 to participate in this Project.

B3. BACKGROUND

B3.1 The Pan Am Pool, located in southwest Winnipeg at 25 Poseidon Bay, is a City of Winnipeg owned and operated multi-use, multi-generational aquatic facility. The pool was originally built for the 1967 Pan American Games. Separate building additions have been added to the existing structure over the years, such as the lap pool addition in 2004 on the east side, and a multi-purpose addition added in 1998-1999 on the west side. The facility is comprised of three pools, two of them used for competitive swimming and the third as a children's/kiddie pool. The facility is a two-storey building housing multi-use aquatic and recreational amenities, with a total floor area of approximately 163,000 square feet.

User Experience

B3.2 The Pan Am Pool is the City of Winnipeg's premier aquatic facility and is the highest utilized civic aquatic facility. The pool receives requests for diving, swimming, artistic swimming and water polo events.

B3.3 The Pan Am Pool is a City-wide facility that serves the entire population of Winnipeg and beyond due to its size, unique components and specialized use by competitive and high-performance sport. The facility also offer a range of public programs including: free swim, youth free swim, various public swim hours, Learn to Swim lessons, leadership courses, and a variety of Aqua Fit programs. In addition, Pan Am Pool hosts a number of clubs, major sport groups, various external user groups, and special events.

B3.4 Notable competitions hosted at the Pan Am Pool include:

(a) 1967 Pan Am Games

(b) 1990 Western Canada Summer Games

(c) 1999 Pan Am Games

(d) 1999 FINA Women's Water Polo Cup

(e) 2017 Canada Summer Games

(f) 2023 World Police and Fire Games

B3.5 In November 2020, Council adopted the Recreational and Library Investment Strategy which identified Pan Am Pool for a recommended renewal project to address prioritized needs.

Building Structure

B3.6 The building and pool structures are supported/sitting on precast concrete piles throughout. The perimeter foundation is reinforced cast-in-place concrete walls/beams and main floor superstructure appears to be a reinforced concrete slab supported on cast-in-place concrete columns and beams. Exterior walls supporting the roof superstructures consists of reinforced concrete and concrete masonry units.

B3.7 A Structural Condition and Building Envelope Assessment conducted in 2022 made several recommendations including concrete repairs to the concrete structure and replacement of the ceramic tiling system.

B3.8 The facility does contain hazardous materials in certain areas. The following is a summary of hazardous materials within the pool renewal area:

(a) Asbestos:

(i) Pipe insulation,

(b) Lead:
  (i) Grey paint on through tank wall light fixture metal frames,
  (ii) Biege paint on exterior face of tank walls in basement,
  (iii) Grey paint on Air Supply Room floor,
  (iv) Caulking in bell and spigot fittings on cast iron pipes,
  (v) Batteries in emergency lighting.

(c) Mercury:
  (i) Mercury vapour in fluorescent lamp tubes.

(d) Non-liquid Polychlorinated Biphenyls (PCB):
  (i) Pool deck expansion joint sealant.

(e) Silica:
  (i) Concrete, ceramic tiles, and grout.

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 Proponents to act as prime (general) Contractor for the renewal of the Pan Am Pool main tank, deck and diving towers.

B5.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.

B6. SCOPE OF WORK

B6.1 The Work to be done under the subsequent Contract shall consist of rehabilitation of the main tank, diving platforms, and deck area of the main tank at the Pan Am Pool.

B6.2 The Pan Am Pool area will be closed to the general public for the duration of the project.

(a) The East training tank, locker rooms, East concourse dryland training area and concourse level spaces to provide access to these areas will remain open to select user groups during construction. The Contractor shall provide adequate separation protection of the construction areas to allow this occupancy.

B6.3 The Pan Am Pool is the City of Winnipeg's premier aquatic facility where specialized aquatics activities and events are performed and hosted. The work shall be completed to the tolerances of international aquatics standards.

B6.4 The major components of the Work are as follows:

(a) General Requirements:

(i) General coordination, management, supervision and administration as typically assigned responsibilities of a general Contractor of the project as a general Contractor either self performing and/or retaining subcontractors for the work outlined below.

(ii) Contractors self-performing and subcontractors retained to complete work outlined below shall meet qualification requirements specified in the Tender for the project. Prior to award of the Tender, the successful Bidder shall provide evidence that contractors self performing, and subcontractors assigned to the work meet the qualification requirements specified in the Tender. Contractors self-performing and subcontractors found not to meet the qualifications specified in the Tender shall be rejected and the Contractor shall replace unqualified trades with qualified subcontractors at no increase in Contract Price or Contract Time.

(iii) Prime Contractor as defined by workplace safety and health legislation.

(iv) Segregation of construction areas from publicly occupied areas of the facility.

(v) Hazardous materials abatement: The Tender for the project will include technical specifications for the abatement of hazardous materials. In addition to coordination with the Contract Administrator, the successful contractor of the Tender shall coordinate abatement work with the abatement consultant. Site reviews and air monitoring by the abatement consultant will be handled directly with the City of Winnipeg and will not form part of the Tender contract. The abatement consultant will have the authority to provide direction directly to the Contractor. The abatement consultant for this project is Pinchin.

(vi) Traffic control: The Contractor shall be responsible to develop, implement and maintain a traffic control program, acceptable to the City to allow the partial public use of the facility during construction. The partial public occupancy will be assigned and designated access location to the facility controlled by the City of Winnipeg. The Contractor will not be required to provide control for this access. The Contractor will be provided with an exterior compound located at the S.W. main facility entrance and designated contractor parking.

(b) Architectural:

(i) Demolition of existing mortar bed, ceramic tiles tiling setting mortar and grout to expose underlaying structural concrete of the main pool tank floor and walls and deck floor of the main tank area.

(ii) Demolition of existing mortar bed, ceramic tiles tiling setting mortar and grout to expose underlaying structural concrete of the four diving platforms in the main tank area.

(iii) Removal, salvage, storing and re-installation of starting platforms, diving bubbler system, and tank entry stairs. The City will be responsible for the removal and re-installation of deck fittings such as ladders, accessible chair lifts, and lifeguard chairs.

(iv) Removal, salvage, storing and re-installation, or protection and shoring in place of the existing main tank divider bulkheads.

(v) Removal, salvage, refurbishing, and re-installation of springboard diving boards and components by trades meeting specified qualification requirements. Re-installation shall meet tolerances specified in international aquatics standards.

(vi) Installation of replacement mortar bed, waterproofing membrane, tile setting mortar ceramic tiles and tile grout (tile system) by trades meeting specified qualification requirements at locations of tile demolition. Tile system shall include lettering and graphics as shown on the Tender drawings and meeting tolerances specified in

international aquatics standards. Coordination of tile system with Structural, mechanical, and electrical components.

(vii) Re-installation of deck fixtures salvaged.

(c) Structural:

(i) Contractors self-performing and/or subcontractors completing structural work shall meet the qualifications specified in the Tender.

(ii) Repair to concrete structure of the main tank deck slab, and tank floors and walls by specific concrete restoration methods specified in the Tender.

(iii) Repair to concrete structure of the four diving platforms in the main tank area by specific concrete restoration methods specified in the Tender.

(iv) Installation of anchors for deck fixtures removed, rope anchors removed, mechanical fittings, and infilling of existing through tank wall windows and lights by methods specified in the Tender.

(d) Mechanical:

(i) Contractors self-performing and/or subcontractors completing mechanical work shall meet the qualifications specified in the Tender.

(ii) Removal and replacement of existing tank main drains, pool inlet fittings, diving bubbler ports and water spray nozzles, and vacuum port fittings including associated piping through concrete tank walls and floors.

(e) Electrical:

(i) Contractors self-performing and/or subcontractors completing electrical work shall meet the qualifications specified in the Tender.

(ii) Removal and replacement of pool area bonding system.

(iii) Demolition of existing through tank wall light fixtures.

B6.5 The funds available for this contract are $4,700,000.00.

B7. GENERAL CONDITIONS

B7.1 The *General Conditions for Construction* (Revision 2025 11 01) 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 https://www.winnipeg.ca/matmgt/gen_cond.stm

B8. PROPONENTS' CONFERENCE

B8.1 The Contract Administrator will hold a non-mandatory virtual Proponents' Conference through MS Teams from 10:00 a.m. to 11:00 a.m. on Wednesday May 20, 2026.

(a) Notwithstanding that attendance at the proponent's conference is non-mandatory, proponents are encouraged to attend.

B8.2 The Proponent is advised that, at the Proponents' Conference, the scope of the project and qualification evaluation criteria will be discussed.

B8.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' Conference unless that information or interpretation is provided by the Contract Administrator in writing.

B8.4 Proponents wishing to attend the virtual Proponents' Conference should confirm their intention before 3:00 p.m. Tuesday May 19, 2026 to the Contract Administrator. The Contract Administrator will issue the MS Teams meeting invitation to registered proponents via e-mail.

B9. PROJECT SCHEDULE

B9.1 The City intends to complete the evaluation of the Qualification Submissions by the fourth week of June 2026 and proceed with the issuance of a Request for Tender (RFT) by mid-July 2026.

B9.2 Details on the RFT schedule will be provided to the Proponents at the completion of the RFQ stage. The City intends to complete the RFT stage by the end of August 2026.

B9.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. Request For Qualification Process	May 8 to June 2, 2026
2. Evaluation/Shortlist of Proponents	June 2 to June 22, 2026
3. Tender period to qualified Proponents of this Request for Qualification	July 21 to August 21, 2026
4. Tender Award	December 2026
5. Permits and shop drawings	December 2026 to January 2027
6. Facility closure/mobilization	January 18, 2027
7. Substantial Performance	January15, 2028
8. Total Performance	March 1, 2028

B10. PROCUREMENT PROCESS

B10.1 The first stage of the procurement process for the Project is this RFQ.

B10.2 Following completion of the RFQ stage, qualified Proponents will be eligible to submit a bid on a Tender package in response to a separately issued Tender call that will be structured as a Design-Bid-Build method following standard City of Winnipeg templates and best practices used in other Canadian jurisdictions. Details on the Tender process will be included in the Tender and provided to Proponents meeting the requirements of this RFQ as qualified Bidders to the Tender.

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

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

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

(b) Insurance;

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

(a) Fabris and Watts (2015) Ltd.

(i) Provided information related to pricing of ceramic tiling.

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Proponent or employee of the Proponent proposed for the Work has:

(a) other commitments;

(b) relationships;

(c) financial interests; or

(d) involvement in ongoing litigation;

that could or would be seen to:

(i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or

(ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;

(e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFQ process or the Work; or

(f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFQ process) of strategic and/or material relevance to the RFQ process or to the Work that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B12.3 In connection with their Bid, each entity identified in B12.2 shall:

(a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;

(b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFQ process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and

(c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

(a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their employees proposed for the Work;

(b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;

(c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and

(d) disqualify a Proponent if the Proponent, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. ENQUIRIES

B13.1 All enquiries shall be directed to the Contract Administrator identified in B14.

B13.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.

B13.3 If the Proponent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B13.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B13.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B13.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B13 unless that response or interpretation is provided by the Contract Administrator in writing.

B13.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B14. CONTRACT ADMINISTRATOR

B14.1 The Contract Administrator is Crosier Kilgour, represented by:

Tom Berthin
Contract Administrator

Telephone No. 204- 943-7501
Email Address:. tom.berthin@crosierkilgour.com

B15. ADDENDA

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

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

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

B15.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B15.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.

B15.6 Notwithstanding B13, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B14.

B16. CONFIDENTIALITY AND PRIVACY

B16.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

(a) was known to the Proponent before receipt hereof; or

(b) becomes publicly known other than through the Proponent; or

(c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B16.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) (“PIPEDA”). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) (“FIPPA”) and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.

B16.3 The Proponent is advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for their internal review process and to provide such copies to their staff and/or external advisors and representatives.

B16.5 The City reserves the right to post the names of the shortlisted Proponents. or otherwise make this information public at the end of the RFQ selection process.

B16.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

B17. NON-DISCLOSURE

B17.1 Proponents must not disclose any details pertaining to their Qualification Submission and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.

B17.2 Proponents are advised that an attempt on the part of any Proponent or any of their employees, agents, contractors or representatives to contact any members of City Council or their staff or

any member of City Administration other than the Contract Administrator with respect to this RFQ, may lead to disqualification.

B18. NO COLLUSION

B18.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B18.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the Tender has been issued, from the Tender process.

B19. NO LOBBYING

B19.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the Tender has been issued, disqualification from the Tender process.

B20. ELIGIBILITY

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

B21. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B21.1 Qualification Submissions will not be opened publicly.

B21.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at www.merx.com.

B21.3 The Proponent is advised that any information contained in any Qualification Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B21.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B21.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

SUBMISSION INSTRUCTIONS

B22. SUBMISSION DEADLINE

B22.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 2, 2026.

B22.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B22.1.

B23. QUALIFICATION SUBMISSION

B23.1 The Qualification Submission should consist of the following components:

(a) Form A: Qualification Submission (B24);

(b) A typewritten, prepared document on Proponent company letterhead including the following:

(i) Proponent's company organization and profile (B25.2);

(ii) Proponent's understanding, and proposed approach to the Project (B25.3);

(iii) Proponent's proposed construction team supplemented by resumes and description of experience (B25.4);

(c) Project examples (B26);

(d) Project examples references and contact information (B27), and

(e) Evidence of Bonding Capacity, Insurance, safety, Workers Compensation, and Authority to Carry on Business (B28).

B23.2 The Qualification shall be submitted electronically through MERX at www.merx.com.

B23.2.1 Qualifications will **only** be accepted electronically through MERX.

B23.3 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B23.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B33.1(a) and B33.2.

B23.5 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.

B23.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

B23.7 The City reserves the right to make additional copies of all Submissions for their internal review process and to provide such copies to their staff and external advisors.

B24. FORM A: QUALIFICATION SUBMISSION

B24.1 Further to B23.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.

B24.2 Paragraph 2 of Form A: Qualification Submission shall be completed in accordance with the following requirements:

(a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;

(b) if the Proponent is a partnership, the full name of the partnership shall be inserted;

(c) if the Proponent is a corporation, the full name of the corporation shall be inserted;

(d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B24.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B24.2.

B24.3 In Paragraph 3 of Form A: Qualification Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.

B24.4 Paragraph 7 of Form A: Qualification Submission should be signed in accordance with the following requirements:

(a) if the Proponent is sole proprietor carrying of business in their own name, it shall be signed by the Proponent;

(b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

(c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;

(d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B24.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B24.6 If a Submission is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Submission, shall be both jointly and several.

B25. EXPERIENCE OF PROPONENT

B25.1 Further to B23.1(b),(c), and (d), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) as specified below.

B25.2 Company organization and profile: Further to B23.1(b)(i), the Proponent should submit documentation with the following information:

(a) Company name,

(b) Brief description of:

(i) Organization structure,

(ii) Leadership team,

(iii) Years in existence, and

(iv) General services provided.

(c) Number of Project Managers employed with experience:

(i) <5 years,

(ii) >6 years < 15 years, and

(iii) >16 years.

(d) Number of Site Superintendents employed with experience:

(i) <5 years,

(ii) >6 years, < 15 years, and

(iii) >16 years

(e) Confirmation Proponent is engaged full time as a general Contractor.

B25.3 Proponent understanding, and proposed approach to the Project: Further to B23.1(b)(ii), The Proponent should submit a brief description of:

(a) Their understanding of the Project including scope of work, limitations and risks involved.

(b) Their proposed approach to the Project.

(c) Their proposed method of managing:

(i) Risk,

(ii) Schedule,

(iii) Safety,

(iv) Project changes,
(v) Cost,
(vi) Quality,
(vii) Subcontractors, and
(viii) Materials testing.

(d) Qualifications: Submit a brief description of Proponent qualifications to complete this project.

(e) Subcontractors: The Proponent should identify which subcontractors they would prefer to engage for the project and explain why these subcontractors were selected.

B25.4 Proposed construction team:

(a) Further to B23.1(b)(iii), the Proponent should submit information on proposed members of the construction team including one primary and one alternate member for each of the following:
(i) Project Manager.
(ii) Site Superintendent.

(b) For each member of the construction team, submit:
(i) A resume describing the member's qualifications such as: education, training, certifications, years of experience in role, and years of experience with the Proponent.
(ii) Submit a brief description of member's experience on a maximum of three recent successfully completed projects.
(iii) Description of experience on projects and qualifications should include items specified in B25.5 and include a description demonstrating relevance and benefit to the Project major components specified in B6.4.
(iv) Description of experience on projects can be the same as or different than the project examples specified by B26.

B25.5 The Proponent should submit qualifications and project experience descriptions as a general contractor or construction manager overseeing the following and demonstrating relevance and benefit to the Project major components specified in B6.4:

(a) Rehabilitation or renovation within an existing (e.g. not new build or addition) publicly occupied and operational commercial, institutional or high-rise residential building.

(b) Structural restoration of concrete structures exhibiting deterioration due to corrosion of the reinforcing steel.

(c) Ceramic tiling replacement.

(d) Rehabilitation of commercial pool facilities including compliance with international aquatic standards.

(e) Mechanical alterations.

(f) Electrical alterations.

(g) Coordination of hazardous materials abatement.

B26. PROJECT EXAMPLES

B26.1 Further to B23.1(c), the Proponent should submit a minimum of three and a maximum of five project examples.

B26.2 Project examples should be submitted for projects that best demonstrate the Proponent's experience and qualifications applicable to the Project major components as specified in B6.4.

B26.3 The Proponent should provide the following for each project example:

(a) Name and location of Project;

(b) Form of contract;

(c) Date completed;

(d) Name of Proponent Project Manager;

(e) Name of Proponents Site Superintendent;

(f) Name of Owner;

(g) Name of Prime Consultant; and

(h) A description of the project demonstrating relevance and benefit to the Project major components as specified in B6.4.

B27. PROJECT EXAMPLE REFERENCES

B27.1 Further to B23.1(d) and in addition to the requirements specified in B26, the Proponent should, for each project example submitted as specified in B26, submit reference contacts for:

(a) The Owner of the project example. Including contact name, position, contact e-mail address, and contact telephone number.

(b) The Prime Consultant of the project example. Including contact name, position, contact e-mail address, and contact telephone number.

(c) It is the Proponent's responsibility to ensure that contact information is accurate, complete and recent.

B27.2 References will be contacted using the contact information provided by the Proponent for input and evaluated in accordance with B33.1.

B28. EVIDENCE OF BONDING CAPACITY, INSURANCE, SAFETY, WORKERS COMPENSATION, AND AUTHORITY TO CARRY ON BUSINESS

B28.1 Further to B23.1(e), the Proponent should provide evidence of bonding capacity of ten million dollars ($10,000,000.00) in the form of a letter of pre-qualification from a recognized bonding company.

(a) Company bonding capacity information:

(i) Company single / aggregate construction project bonding capacity, and

(ii) Length of relationship with Proponent.

B28.2 The City will provide, pay for and maintain an owner-controlled insurance program (OCIP) to remain in place at all times during the performance of the Work, unless otherwise specified below. The City reserves the right to add, delete, revise, and redefine insurance requirements at any time, at its sole discretion, during the RFQ Process or Tender Process.

B28.3 At this time, the City plans to provide and maintain the following Project insurance coverages:

(a) Broad form builder's risk insurance including testing and commissioning, insuring 100% of the full value of any work until the Substantial Completion Date;

(i) The successful Proponent shall be responsible for deductibles.

(b) Wrap-up liability insurance written jointly in the names of the successful Proponent, the city and subcontractors and provide coverage for bodily injury, personal injury, property damage and products and completed operations consistent with industry standard insurance policy wordings. Wrap-up liability insurance to also include evidence of contractual liability and cross liability clauses.

(i) The successful Proponent shall be responsible for deductibles.

B28.4 Further to B23.1(e), The Proponent should exhibit insurability and provide evidence of insurability of the following insurance at all times during the performance of the Work:

(a) Commercial general liability insurance, in the amount of at least five million dollars ($5,000,000.00) inclusive, with the City added as an additional insured, with 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 performance of he Work and throughout the warranty period;

(b) Automobile liability insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the Performance of the Work. The limit of liability shall not be less than $5,000,000.00 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

(c) Contractors' pollution liability in the amount of at least $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate insuring against claims covering third party injury and property damage claims and including clean-up costs and transported cargo as a result of a pollution conditions arising suddenly or gradually from the Contractor operations and completed operations. Such policy to name the City as an additional insured and remain in place during the work and throughout the warranty period.

B28.5 The Proponent shall provide the City with any information reasonable requested by the City, from time to time, to enable the construction insurance to be provided and maintained by the City and underwritten by competent insurers.

B28.6 The Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

(a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or

(i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

(ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or

(b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/.

(i) Details of its safety record for the past five (5) years, including team safety statistics and an overview of the proposed safety program for the Project.

B28.7 Further to B23.1(e), the Proponent Should provide evidence of the Workers Compensation coverage specified in C6.17 of the General Conditions, identified in B7.

B28.8 Further to B23.1(e), the Proponent should provide evidence of authority to carry on business as specified below.

(a) Be in good standing under the Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba.

B29. UNFAIR LABOUR PRACTICES

B29.1 The Contractor declares that in bidding for the Work and in entering into a Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of

Human Rights (UDHR) https://www.un.org/en/about-us/universal-declaration-of-human-rights
International Labour Organization (ILO) https://www.ilo.org/global/lang--en/index.htm
conventions as ratified by Canada.

B29.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

B29.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

B29.4 Failure to provide the evidence required under B29.3, may be determined to be an event of default in accordance with the General Conditions specified in B7.

B29.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

B29.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

B29.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with B29.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

B29.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

B30. SUBSTITUTIONS

B30.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute Person. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the Tender has been issued, from the Tender process.

B31. NON-CONFORMING SUBMISSIONS

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

(a) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or

(b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.

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

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

B32. PROPONENT'S COSTS AND EXPENSES

B32.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

EVALUATION

B33. EVALUATION CRITERIA

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

EVALUATION CATEGORY			WEIGHTING (POINTS)
(a)	Conformance to Mandatory Requirements or acceptable deviation therefrom.		**Pass/Fail**
(b)	Experience of Proponent - B25:		65
	(i)	Company organization and profile - B25.2.	5
	(ii)	Proponent understanding, and proposed approach to the Project - B25.3.	20
	(iii)	Proposed Construction Team: Project Manager - B25.4(a)(i) and B25.4(b).	20
	(iv)	Proposed Construction Team: Site Superintendent - B25.4(a)(ii) and B25.4(b)	20
(c)	Project Examples – B26.		15
(d)	Project Examples Reference Input – B27.		15
(e)	Bonding Capacity, Insurance, Safety, Workers Compensation, and Authority to Carry on Business – B28		5
Total SCORE			**100**

B33.2 Further to B33.1(a) and B31, the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B33.3 Further to B33.1(b)(i), Company organization and profile of Proponent shall be evaluated considering the information submitted in reference to the Proponent's organization and profile submitted, in accordance with B25.2.

B33.4 Further to B33.1(b)(ii), Proponent understanding and proposed approach to the Project shall be evaluated considering the information submitted in reference to the Proponent's understanding and proposed approach to the Project submitted, in accordance with B25.3.

B33.5 Further to B33.1(b)(iii), Proponent construction team – project manager shall be evaluated considering the information submitted in reference to the Proponent's construction team – project manager submitted, in accordance with B25.4(a)(i) and B25.4(b).

B33.6 Further to B33.1(b)(iv), Proponent construction team – site superintendent shall be evaluated considering the information submitted in reference to the Proponent's construction team – site superintendent submitted, in accordance with B25.4(a)(ii) and B25.4(b).

B33.7 Further to B33.1(c), experience of Proponent shall be evaluated considering the information submitted in reference to the Proponent's project examples submitted, in accordance with B26.

B33.8 Further to B33.1(d), experience of Proponent shall be evaluated considering the information submitted and response and input from references submitted, in accordance with B27.

(a) Where submitted reference contact information is incorrect, no points will be awarded for that reference contact.

B33.9 Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B33.10 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of their team.

B33.11 The City may, in their sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to their Submission.

B33.12 Further to B33.3 to B33.9 a Proponent may be determined to be not qualified if the Submission does not obtain minimum total score of 70 points.

B34. NO CONTRACT

B34.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.

B34.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the Tender stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to their Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the Tender, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.

B34.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.

B34.4 If the City proceeds to request a more detailed proposal, only to Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:

(a) only one Submission is received; or

(b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.

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

B34.6 Following the conclusion of the procurement process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.