



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 599-2015

**DESIGN BUILD OF THE CITY OF WINNIPEG'S NORTH END SEWAGE
TREATMENT PLANT POWER SUPPLY UPGRADE PROJECT**

TABLE OF CONTENTS

PART A - REQUEST FOR QUALIFICATION APPLICATION

Form A-1 – Master RFQ Submission Form	1
Form A-2 – Team Member Consent Declaration	3
Form A-3 – Conflict of Interest, Confidential Information and Litigation Declaration	4

PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. Definitions	1
B2. Background	3
B3. Winnipeg	6
B4. Procurement Process	6
B5. Design Builder's Scope of Work	8
B6. Proponents' Conference and Site Tour	11
B7. Project Schedule	12
B8. Risk Matrix	12
B9. Honorarium and Break Payment	12
B10. DB Agreement	13
B11. Disclosure	13
B12. Requests for information	14
B13. Contract Administrator	14
B14. Proponent Due Diligence	14
B15. Addenda	15
B16. Conflict of Interest and Good Faith	15
B17. Confidentiality And Privacy	16
B18. Non-Disclosure	17
B19. No Collusion	17
B20. No Lobbying and Prohibited Contact	18
B21. Eligibility	18
B22. Fairness Advisor	19
B23. Insurance	19
B24. City's Project Team	20
Submission Instructions	
B25. Submission Deadline	21
B26. Qualification Submission	22
B27. Format and General Qualification Submission Guidelines	22
B28. Forms A1-A3: Qualification Submission Forms (Section A)	23
B29. Executive Summary (Section B)	24
B30. Identification and Experience of the Proponent (Section C)	24
B31. Experience of Key Individuals (Section D)	25
B32. Project Management and Approach (Section E)	26
B33. Financial and Business Information (Section F)	29
B34. Substitutions	30
B35. Non-Conforming Submissions	31
B36. Proponent's Costs and Expenses	31
Evaluation	
B37. Evaluation Criteria	32
B38. Evaluation Process	34
B39. No Contract and City Rights	34
B40. Intellectual Property	36
B41. Compliance with Agreement on Internal trade	36

Appendices

Appendix A - High Level Risk Matrix	
Appendix B - Figures	
Appendix C - Request for Information Form	
Appendix D - Proponent Information Tables (Tables 1 -7)	
Appendix E - "Technical Memorandum No. 4 – Tie-in 7B New Electrical Power Supply" and "Estimated Cost" SNC Lavalin Inc., 2013	

PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

- B1.1 In this Request for Qualifications (RFQ), words in the singular include the plural and vice-versa and words in one gender include all genders, all references to dollar amounts are to the lawful currency of Canada, and the words “include”, “includes” or “including” means “include without limitation”, “includes without limitation” and “including without limitation”, respectively, and the words following “include”, “includes” or “including” will not be considered to set forth an exhaustive list.
- B1.2 When used in this Request for Qualification:
- (a) “**Affiliate**” is as defined in *The Corporations Act* (Manitoba);
 - (b) “**Break Payment**” means the amount determined by the City to be payable to each Prequalified Party for proposal development costs in the event that the procurement process commenced by issuance of this RFQ is terminated by the City after issuance of the RFP at a time when the City recognizes that Prequalified Parties have expended significant time and effort preparing to respond to the RFP as contemplated by and consistent with B9;
 - (c) “**Business Day**” means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (d) “**Calendar Day**” means the period from one midnight to the following midnight;
 - (e) “**CHAIR**” means Construction Hazard Assessment Implication Review;
 - (f) “**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;
 - (g) “**City Council**” means the Council of the City of Winnipeg;
 - (h) “**City Project Website**” means the publicly accessible website that the City intends to use for making available all information to Proponents regarding the Project other than Confidential Information and more specifically, means the relevant “Bid Opportunities” page at the City’s Materials Management Division’s website at <http://www.winnipeg.ca/matmgt/bidopp.asp>;
 - (i) “**Conflict of Interest**” is defined in B16;
 - (j) “**Construction Team**” means the Team Member(s) who will perform Construction roles during the Project;
 - (k) “**Construction Team Lead**” means the Team Member that will lead the Construction Team during the Project;
 - (l) “**Contract Administrator**” means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
 - (m) “**DB**” means Design Build;
 - (n) “**DBB**” means Design Bid Build;
 - (o) “**DBFO**” means Design Build Finance Operate;
 - (p) “**DBFMO**” means Design Build Finance Maintain Operate;
 - (q) “**DBO**” means Design Build Operate;
 - (r) “**DB Agreement**” means the contract intended to be awarded for performance of the design and build obligations required by the Project in the two stage procurement process commenced by issuance of this RFQ;
 - (s) “**Design Builder**” means the person undertaking the performance of the Work under the terms of the DB Agreement;
 - (t) “**Design Team**” means the Team Member(s) who will perform the engineering design role(s) during the Project;

- (u) **“Design Team Lead”** means the Team Member that will lead the Design Team during the Project;
- (v) **“Engineer of Record”** is the Professional Engineer responsible for reviewing coordination of all disciplines to ensure a complete and coordinated Project;
- (w) **“Honorarium”** means the sum of money referred to in B9.2 payable by the City to unsuccessful Prequalified Parties under the conditions set out in B9;
- (x) **“HV”** means High Voltage and as defined in B2.4;
- (y) **“Ineligible Person”** is defined in B21.1 and includes Affiliates of Ineligible Persons, unless the City provides the waiver of ineligibility set out in B22.4;
- (z) **“Key Individual”** means an individual designated in the Qualification submission to play a lead role for the Proponent;
- (aa) **“KGS Group”** means Kontzamanis Graumann Smith MacMillan Inc.;
- (bb) **“LV”** means Low Voltage and as defined in B2.4;
- (cc) **“Manitoba Hydro”** is the electric power and natural gas utility in the Province of Manitoba;
- (dd) **“may”** indicates an allowable action or feature which will not be evaluated;
- (ee) **“must”** or **“shall”** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (ff) **“MV”** means Medium Voltage and as defined in B2.4;
- (gg) **“NEWPCC”** means the North End Sewage Treatment Plant (formerly known as North End Water Pollution Control Centre) located at 2230 Main Street, Winnipeg, Manitoba;
- (hh) **“NEWPCC Power Supply Upgrade Project”** refers to this Project, which will upgrade the electrical power supply capacity of the NEWPCC;
- (ii) **“OA”** means the Owner’s Advocate Engineer;
- (jj) **“P3”** means public-private partnership;
- (kk) **“Person”** means an individual, firm, partnership, joint venture, consortium, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (ll) **“Preferred Proponent”** means the Prequalified Party that is selected by the City to enter into the DB Agreement and is designated as such by the City in a formal notice issued to said Prequalified Party;
- (mm) **“PLC”** means Programmable Logic Controller;
- (nn) **“Prequalified Parties”** is defined in B4.1;
- (oo) **“Project”** means the final Power Supply Upgrade Project;
- (pp) **“Project Management Team”** means the Team Member(s) who will perform the project management roles during the Project;
- (qq) **“Project Management Team Lead”** means the Team Member that will lead the Project Management Team during the Project;
- (rr) **“Proponent”** is defined in B4.7;
- (ss) **“Proponent Representative Contact Individual”** means the individual who shall be responsible for all of the Proponent’s communications with the City in respect of this RFQ, and is to be identified as such in the Proponent’s Qualification Submission;
- (tt) **“Proponent Representative”** means the business organization (corporation, joint venture, general partner, etc.) responsible for all of the Proponent’s communications with the City in respect of this RFQ, identified as such and which signs the declaration Form A-1 (Master RFQ Submission Form);

- (uu) **“Qualification Submission”** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (vv) **“Qualification Submission Deadline”** means the time and date for final receipt of Qualification Submissions;
- (ww) **“Requests for Information” or “RFI”** is defined in B12.1;
- (xx) **“Reserve Prequalified Party”** is defined in B4.9.;
- (yy) **“RFP”** means the Request for Proposals in respect of the Project;
- (zz) **“RFP Process”** is defined in B4.1;
- (aaa) **“RFP Submission”** is a submission by a Prequalified Party in response to the RFP;
- (bbb) **“RFP Submission Deadline”** means the time and date that will be set out in the RFP by which RFP Submissions must be received by the City;
- (ccc) **“RFQ”** means the body of this document; all appendices to this document, and addenda to this RFQ, if any;
- (ddd) **“RFQ Process”** is defined in B4.1;
- (eee) **“Risk Matrix”** means the table and contents included in this RFQ in Appendix A (High Level Risk Matrix);
- (fff) **“Site”** means the lands and other places on, under, in or through which the Work is to be performed;
- (ggg) **“should”** indicates a desirable action or feature which will be evaluated on a relative scale;
- (hhh) **“Team Lead”** means the Team Member that will lead the Construction Team, Design Team or Project Management Team;
- (iii) **“Team Member”** is defined in B4.7.;
- (jjj) **“Veolia”** means Veolia Water North America (Winnipeg) Inc.;
- (kkk) **“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 DB Agreement 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 DB agreement, including all Changes in Work which may be ordered as herein provided;
- (lll) **“WSTP”** means the Winnipeg Sewage Treatment Program.

B2. BACKGROUND

- B2.1 The City is upgrading the NEWPCC and requires upgrades to the power supply prior to the completion of future projects at the NEWPCC.
- B2.2 This RFQ is intended to prequalify Proponents for the RFP process for a fixed price Design Build (DB) contract.
- B2.3 This Project includes the construction of a new electrical building, tunnels, the replacement of several existing Medium Voltage (MV) switchgear line-ups and associated feeders and auxiliary equipment, and the installation of new High Voltage (HV) transformers and switching devices.
- B2.4 As per IEEE Std. 241-1990 (IEEE Recommended Practice for Electric Power Systems in Commercial Buildings) the following definitions are typically used:
 - (a) LV: A class of nominal system voltages 1 kV or less.
 - (b) MV: A class of nominal system voltages greater than 1 kV and less than 100 kV.
 - (c) HV: A class of nominal system voltages equal to or greater than 100 kV or less than 230 kV. However, many commercial and industrial electricians in Manitoba as well as the

electrical staff at NEWPCC consider equipment that operates at 66 kV to be HV equipment. Therefore, for the purposes of this RFQ, equipment operating at 66 kV is considered HV.

- B2.5 Once selected, the Design Builder will be responsible for design, procurement, permitting, construction and commissioning of the upgraded power supply system.
- B2.6 In 2011, the Province of Manitoba enacted amendments to The Water Protection Act C.C.S.M.c.W65 with respect to the replacement or modification of the NEWPCC.
- B2.7 The City is in preliminary planning stages of a future project which will upgrade the NEWPCC process capacity.
- B2.8 The future electrical loads associated with the future plant process upgrades project at NEWPCC will exceed the existing electrical power supply. Therefore, the City requires that upgrades to NEWPCC's power supply system be completed prior to the equipment testing phases of the future plant process upgrades project.
- B2.9 The City of Winnipeg Water & Waste Department has received Council approval to proceed with procurement of the NEWPCC Power Supply Upgrade Project. The City has decided to proceed with procurement and construction by using a fixed price DB approach for the Project's delivery.
- B2.10 The City has engaged Veolia to provide advice and professional services and to assist in the delivery of this Project as a member of the WSTP team. Veolia will be in attendance at meetings and assisting with reviews throughout the Project. Further details about Veolia's role in the WSTP can be found at <http://winnipeg.ca/waterandwaste/sewage/TreatmentPlantUpgradesAndExpansionProgram/default.stm>
- B2.11 The City has engaged KGS Group to carry out preliminary design on the Project in order to obtain a fixed price from the Design Builder and to provide OA services during construction. Further details on KGS' role can be found at http://www.winnipeg.ca/MatMgt/FolderContents.asp?FOLDER_NAME=40-2014&YEAR=2014
- B2.12 The NEWPCC site is located at 2230 Main Street, Winnipeg, Manitoba. The NEWPCC site and the location of the NEWPCC existing power supply are shown on Figures 1 and 2 respectively.



Figure 1 - Location of NEWPCC Site

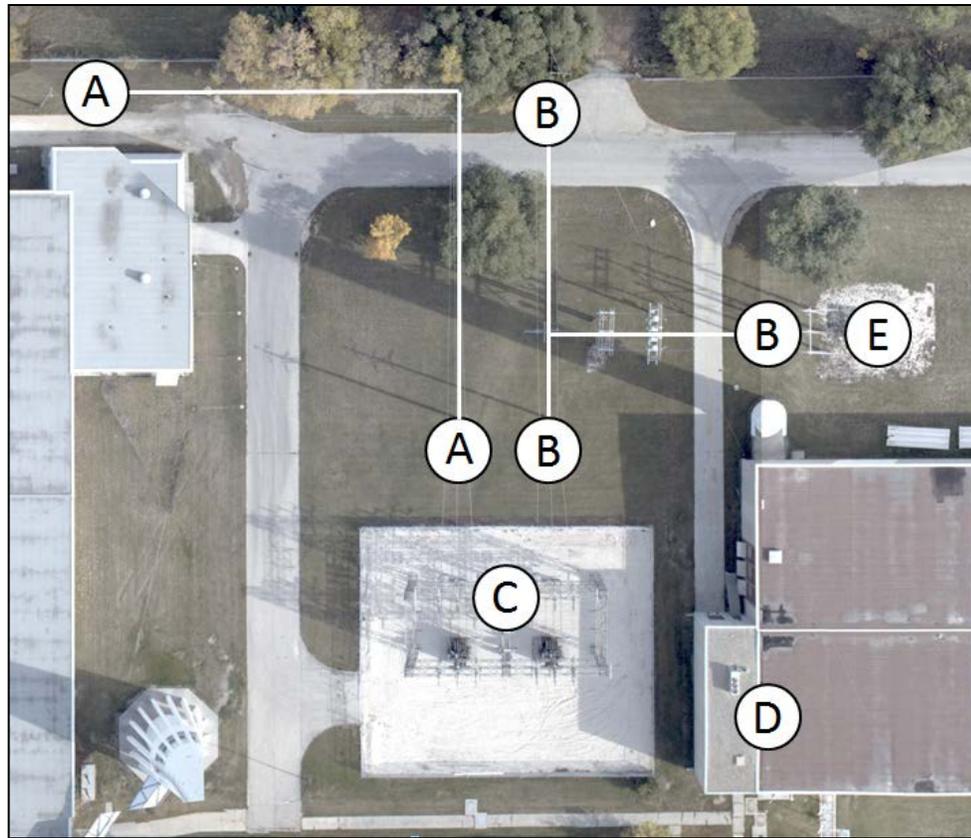


Figure 2 - Aerial Photo of Existing 66 kV Service Equipment

(Locations of A through E are identified in items B2.14 to B2.17)

- B2.13 The construction work associated with the future plant process upgrades project and the NEWPCC Power Supply Upgrades will be conducted while the existing plant is in continual operation. It is also anticipated that any new facilities would be built, tested and commissioned before any of the existing treatment system is decommissioned. The NEWPCC Power Supply Upgrade will be conducted in stages to ensure that disruption to the NEWPCC plant operation will be avoided.
- B2.14 High level figures for the existing power supply system and a conceptual layout of the upgraded power supply system are provided in Appendix B. These figures are diagrammatic and are for information purposes only.
- B2.15 The existing NEWPCC power supply system is supplied by two 66 kV overhead transmission lines that enter the property at locations A and B shown on Figure 2. These transmission lines terminate on a structure inside a switchyard at location C on Figure 2. The 66 kV overhead lines and equipment within this switchyard are owned by Manitoba Hydro, while the land is owned by the City.
- B2.16 The existing switchyard, which was installed in 1964, contains two 7.5 MVA, 66 kV:4.16 kV transformers, isolation disconnects and power fuses for protecting the transformers. The secondary windings of the transformers are a solidly grounded wye configuration. They feed direct buried 5 kV rated TECK cables that power the main electrical room in the adjacent grit building at location D shown on Figure 2.
- B2.17 A third 5MVA, 66 kV:4.16 kV DSC transformer (PDT-1) at location E on Figure 2, was added by the City during a project in 2005. This transformer is owned by the City, and is powered by one of the 66 kV transmission lines. The secondary of the PDT-1 transformer is High Resistance Grounded.

- B2.18 Bulk power distribution throughout the existing plant is performed at 4.16 kV. The main 4.16 kV distribution switchgear supplies fully redundant feeders to several buildings throughout the site. These buildings contain fully redundant, split-bus configured switchgear lineups, with the exception of the cryogenics and SBR facilities that are non-redundant.
- B2.19 The NEWPCC Power Supply Upgrade Project will replace the existing power transformers, the main 4.16 kV distribution switchgear in the grit building, and some of the MV feeders to the existing plant loads. Refer to section B5 for a high level description of the Project's scope of work. A detailed Project description will be provided in the RFP.
- B2.20 The electrical power reliability requirements of the NEWPCC facility are considered to be critical. Any unplanned power outage can cause extended plant process disruptions as equipment is sequentially restarted. Therefore, unplanned power outages must be avoided.
- B2.21 Due to Manitoba Hydro's seasonal constraints, outages to perform the work associated with the 66 kV overhead services can only be taken in the spring or fall. Due to wet weather flows in the spring and summer, the NEWPCC facility can only accommodate outages to the 66 kV overhead services in the fall. Therefore, all outages to perform work on the 66 kV overhead services must be taken during the fall.

B3. WINNIPEG

- B3.1 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 had an original settlement 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.
- B3.2 The City of Winnipeg has a population of over 700,000. Composed of a broad range of diverse neighbourhoods and communities with numerous attractions (from arts and culture to sports and entertainment), Winnipeg is recognized as one of Canada's finest places to live, work and play. The City employs over 8,000 people and provides a full range of municipal services to the citizens of Winnipeg.
- B3.3 The political representation for the City is a Mayor and 15 Councillors, each representing a city ward. The current Mayor and Council were elected in October 2014. Their term of office ends in 2018.
- B3.4 The administrative structure for the City is a Chief Administrative Officer (CAO) providing overall supervision for the following departments: Corporate Finance, Corporate Support Services, Audit, Legal Services, Assessment and Taxation, Community Services, Fire Paramedic Service, Winnipeg Police Service, Public Works, Transit, Water and Waste, Planning, Property and Development and City Clerks.
- B3.5 For additional information on Winnipeg and its municipal government, please see the City's Annual Report <http://www.winnipeg.ca/finance/files/2014Annualreport.pdf>.
- B3.6 The City provides many services to its citizens. By service, the representation is distributed as follows: Public Safety (25%), Transportation (23%), Environmental (23%), Planning and Development (4%), Leisure and Wellness (15%), Internal Support (10%). For additional information on City services, refer to the City of Winnipeg web site at: <http://winnipeg.ca/interhom/toc/departments.asp>.

B4. PROCUREMENT PROCESS

- B4.1 This Request for Qualifications (RFQ) is the first stage in the procurement process for the Project. The process set out in this RFQ (the "RFQ Process") will begin with the issuance of this

RFQ and will end, subject to B39, with the identification of the Proponents that will be eligible to participate further in the RFP phase of this competitive procurement process (“the Prequalified Parties”). This RFQ will be followed by the issuance of the RFP, which will set out the RFP process (the “RFP Process”).

- B4.2 The purpose of this RFQ is to identify experienced and capable Proponents to:
- (a) Confirm that there is sufficient interest among suitably qualified participants to proceed effectively with the DB procurement process; and
 - (b) Identify a maximum of three (3) Prequalified Parties for participation in the RFP stage of the procurement process.
- B4.3 The City invites qualified Proponents to submit a Qualification Submission in response to this RFQ.
- B4.4 After receiving the Qualification Submissions to this RFQ, the City will review and evaluate all Qualification Submissions received and identify up to three Prequalified Parties. Only Prequalified Parties will be invited to submit an RFP Submission and participate in the RFP Process.
- B4.5 Upon completion of the RFP stage, the City intends to provide the appropriate award authority with a recommendation for award of the DB Agreement. Award of the DB Agreement to the Preferred Proponent will be subject to final approval by the appropriate award authority of the City.
- B4.6 The objectives of the City for the Project and this procurement process are:
- (a) To conduct a fair, competitive selection process for award of a DB Agreement which appropriately allocates risks and rewards between the City and the Design Builder;
 - (b) To complete construction of the Project in the most efficient timeframe with the least possible disruption to NEWPCC operations and the public;
 - (c) To obtain financial terms from the Design Builder that provide the best value possible for public money to be invested in the Project;
 - (d) To ensure that the Project is designed and built in a sustainable manner that complies with all applicable codes and regulations, and ensures the safety of NEWPCC staff and the public; and
 - (e) To ensure that the Project delivers a complete and functional upgraded power supply system that will meet the technical and operational requirements of the NEWPCC.
- B4.7 In this RFQ:
- (a) All companies including all sub consultants and all subcontractors referred to in the Qualification Submission are referred to collectively as the “Proponent”;
 - (b) All companies including all sub consultants and all subcontractors referred to in the Qualification Submission are referred to individually as “Team Members”;
 - (c) Each Proponent’s submission is referred to as a “Qualification Submission”;
 - (d) For ease of reference, both prospective Proponents (prior to submission) and Proponents that submit a Qualification Submission are referred to as “Proponents”; and
 - (e) Each Proponent shall be represented by a Proponent representative (the “Proponent Representative”) for the purpose of this RFQ Process. The Proponent Representative shall have the power and authority to bind all Team Members for purposes of this RFQ Process.
- B4.8 The City intends to prequalify, at a maximum, three (3) Prequalified Parties. However, the City may, in its sole discretion either prior to or after the issuance of the RFP, replace a Prequalified Party that has informed the City that it does not intend to participate in the RFP Process by adding the next highest ranked Proponent to the list of Prequalified Parties.

- B4.9 Each Proponent who is eligible to be added to the list of Prequalified Parties pursuant to B4.8 is a "Reserve Prequalified Party". The provisions of B4.8 shall survive the cancellation or conclusion of the RFQ Process and will be applied in a manner which recognizes the legitimate interest of the City to maximize competitive tension during the RFP Process while respecting the principles of fairness to all Proponents.
- B4.10 Prior to being added to the list of Prequalified Parties, upon notification by the City, a Reserve Prequalified Party will be required to:
- (a) confirm in writing in a form satisfactory to the City that the Reserve Prequalified Party wishes to participate in the RFP Process; and
 - (b) provide the City with confirmations pursuant to B37.10, in a form satisfactory to the City; and
 - (c) either,
 - (i) provide the City with a confirmation that its Team Members have not changed; or
 - (ii) make application pursuant to B34 for a change to a Team Member.
- B4.11 The City is committed to an open and transparent competitive procurement process while understanding the Proponents' need for protection of confidential commercial information.
- B4.11.1 The City expects to disclose the following information during the Request for Qualification stage of the competitive procurement process:
- (a) this RFQ document and any addenda,
 - (b) the number of Proponents and the names of the Prequalified Parties.
- B4.11.2 The City expects to disclose the following information during the Request for Proposal stage of the competitive procurement process. The Request for Proposal and the draft DB Agreement may be redacted to protect sensitive confidential information about the NEWPCC:
- (a) the first version of the Request for Proposal when issued to the Prequalified Parties,
 - (b) the first draft of the DB Agreement when issued to the Prequalified Parties, and
 - (c) the name of the Preferred Proponent.

B5. DESIGN BUILDER'S SCOPE OF WORK

- B5.1 The following is the anticipated high level scope of Work for the Project for which it is expected that the Proponents will present Qualification Submissions. The detailed scope of Work will be provided in the RFP and the DB Agreement.
- B5.2 The Work to be done under the proposed DB Agreement shall consist of the design (based on the preliminary design which will be provided with the RFP, and by professional engineers registered in the Province of Manitoba), build, procurement, installation and commissioning of all necessary equipment and materials for a replacement power supply system for the NEWPCC facility.
- B5.3 The major components of the Work are as follows:
- (a) Connect two new 30 MVA, redundant 66 kV services;
 - (b) Supply and install new 66 kV rated, outdoor circuit switchers;
 - (c) Supply and install replacement transformers for the facility services. Each transformer will be 30 MVA oil filled three-winding power transformers with 66kV primary and 12.47 kV and 4.16 kV secondary and tertiary voltages;
 - (d) Supply and install new Arc-Resistant, MV Switchgear Lineups for the main power distribution;
 - (e) Construct a new electrical building to house the new MV Switchgear Lineups, including all required auxiliary mechanical and electrical systems;

- (f) Construct a new man-access tunnel connecting the new electrical building to existing buildings on site;
- (g) Construct a new utility corridor (also known as a utilidor) connecting the new electrical building to the existing grit building;
- (h) Supply and install several replacement MV feeder cables that supply power to buildings throughout the NEWPCC site;
- (i) Supply and install new MV switchgear equipment for the replacement of some sections of existing 4.16 kV Switchgear line-ups and distribution equipment;
- (j) Prepare electrical study reports, including grounding studies, arc-flash hazard analysis, arc-flash warning labels for all electrical equipment in this scope of Work, engineering of arc flash barriers and recommendations for safe work practices for arc-flash mitigation;
- (k) Prepare complete detailed design drawings and specifications for the complete Work as required;
- (l) Supply backup power to power any existing plant loads affected by outages occurring as part of construction; and
- (m) Demolish and remove several existing switchgear line-ups, UV building power transformers, and related electrical distribution equipment.
- (n) All Design Builder's staff on site should have asbestos hazard awareness training. The Design Builder shall be required to provide specialists to perform work to identify, safely handle and remove the following hazardous substances:
 - (i) asbestos,
 - (ii) lead, and
 - (iii) substances containing Polychlorinated biphenyl (PCB).

B5.4 The Design Builders' scope of Work will be conducted in phases. Work for the different phases may occur separately or concurrently, provided the City's schedule and submission requirements are satisfied. The phases are as follows:

- (a) Project Management Phase;
- (b) Pre-Design Phase, including site survey, detailed requirements gathering, participation in two CHAIR workshops, and site development drawings;
- (c) Detailed Design Phase, including construction drawings, specifications for major components and installation specifications inclusive of City design standards and manufacturer standing order contracts;
- (d) Procurement Phase, including preparation and submission of required vendor submittals such as shop drawings, test plans etc.;
- (e) Construction Phase, including preparation and submission of required construction submittals (such as construction materials, work plans, etc.);
- (f) Commissioning Phase, including pre-verification and testing plans for individual systems, commissioning plans for the overall system, and training of City staff; and
- (g) Post-Construction Phase, including warranty period.

B5.5 The Design Builder shall prepare and submit a detailed project management plan following the DB Agreement award and prior to the start of the pre-design phase. The project management plan shall be specific to the Design Builder's scope of Services for the NEWPCC Power Supply Upgrade Project. The plan shall include the following:

- (a) Detailed plans for pre-design, detailed design, and procurement phases;
- (b) Preliminary plans for construction, commissioning, and post-construction phases. Detailed planning for these phases shall be updated prior to the start of construction;
- (c) Processes for updating and submitting the risk register, which shall be used to document and update risk in various phases of the project;

- (d) List of Project deliverables;
 - (e) A detailed Project schedule, with tasks separated into their respective Project phases;
 - (f) Health and safety management plan, including outcomes from the CHAIR; and
 - (g) As part of the pre-design phase the Design Builder shall prepare and submit the following items for review by the Contract Administrator prior to the start of the detailed design phase:
 - (i) Detailed work site plans (Lay-down areas, job trailers, storage etc.); and
 - (ii) A preliminary high level work plan prior to the CHAIR workshops.
- B5.6 As part of the detailed design phase the Design Builder shall prepare and submit the following items for review by the Contract Administrator prior to the start of the procurement or construction phases:
- (a) Construction drawings shall be submitted at the following stages for review and comment:
 - (i) 60% Complete,
 - (ii) 90% Complete, and
 - (iii) Final.
 - (b) Specifications for all major components, including switchgear, transformers, 66 kV circuit breakers or circuit switchers shall be submitted at the following stages for review and comment:
 - (i) 80% Complete, and
 - (ii) Final.
 - (c) Installation specifications shall be submitted at the following stages for review and comment:
 - (i) 60% Complete,
 - (ii) 90% Complete, and
 - (iii) Final.
- B5.6.1 Final drawings, installation and component specification must be sealed by a professional engineer registered in Manitoba.
- B5.7 The Design Builder shall be responsible for all project management activities required throughout the Project to carry out the scope of Work, including:
- (a) Tracking the Project schedule;
 - (b) Direct and coordinate efforts of the Design Builder to achieve the objectives of the Project and to meet the City's requirements and standards; and
 - (c) Manage the Project according to the Design Builder's project management plan.
- B5.8 As part of the procurement phase the Design Builder shall prepare and submit the following items for review and comment by the Contract Administrator prior to the procurement of materials or equipment:
- (a) Shop drawings and product data for all equipment and materials.
- B5.9 As part of the construction phase the Design Builder shall prepare and submit the following items for review and comment by the Contract Administrator prior to performing any work:
- (a) Detailed work plans; and
 - (b) Acknowledgement of any Inspection and Test Plans;
- B5.10 As part of the commissioning phase the Design Builder shall prepare and submit the following items for review and comment by the Contract Administrator prior to performing any commissioning:

- (a) Detailed pre-verification and testing plans;
- (b) Detailed commissioning plans; and
- (c) Detailed operator training program for all aspects of operation, maintenance and isolation of new electrical equipment.
- (d) Further, the Design Builder shall be the lead commissioning agent for all commissioning plans.

B5.11 The City has engaged Manitoba Hydro in discussions regarding the NEWPCC Power Supply Upgrade Project. Manitoba Hydro is aware of the Project and will be performing at least a portion of the work to modify the 66 kV overhead lines. However, it is expected that the Design Builder Agreement scope of Work will include construction of a portion of the 66 kV equipment. This is expected to include:

- (a) 66kV Bus work;
- (b) 66kV Breakers or Circuit Switchers;
- (c) 66kV Disconnect Switches;
- (d) 66kV Overhead Work;
- (e) Steel Structures; and
- (f) Protections associated with the 66kV side of the circuit.

B5.12 It is expected that the following shall be carried out by Manitoba Hydro and/or their contractors. However the Design Builder will be responsible for coordinating all work with Manitoba Hydro including:

- (a) Design, construction and installation of the 66 kV lines and associated equipment to City owned equipment;
- (b) De-energizing of Banks 1 and 2 during outage periods;
- (c) Re-energizing of power to the upgraded power transformation and distribution system;
- (d) Decommissioning and disposal of existing 7.5 MVA transformers and associated redundant equipment;
- (e) Environmental soil assessments and remediation (as it relates only to Manitoba Hydro Owned Equipment) at existing location of power substation; and
- (f) Asbestos abatement within Manitoba Hydro owned equipment and at existing location of power substation.

B5.13 As part of the design phase, the Design Builder will be required to follow City requirements for drawings, equipment identification and tagging, automation standards, etc. City specific design guidelines and standards will be provided during RFP stage.

B5.14 As part of the Procurement phase, the Design Builder will be required to obtain some material under City pre-approved procurement contracts. These primarily relate to automation equipment and distribution and control equipment 600V and under. A complete list of contracts and conditions will be provided during the RFP stage.

B6. PROPONENTS' CONFERENCE AND SITE TOUR

B6.1 The Contract Administrator will hold a Proponents' Conference and Site tour at 9:00 AM on January 6, 2016. This meeting will be held at the NEWPCC located at 2230 Main Street Winnipeg, MB.

- (a) Meeting attendees are expected to gather at the Main Administration Building; and
- (b) Meeting attendees are expected to bring proper PPE including, hard hat, CSA hard toe shoes, safety glasses, high visibility vest, hearing protection and flashlight.

- B6.2 The purpose of the Proponents' Conference will be to present an overview of the Project and to respond to questions and comments regarding the RFQ and the Project. Attendance will be optional. Proponents are encouraged to attend the conference as the work site and existing equipment will be toured.
- B6.3 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 by addendum.
- B6.4 Proponents wishing to attend the Proponents' Conference and Site tour should confirm their intention before January 5, 2016 to the Contract Administrator identified in B13.1.

B7. PROJECT SCHEDULE

- B7.1 The City intends to complete the evaluation of the Qualification Submissions by April 2016 and proceed with the issuance of an RFP by May 2016.
- B7.2 Details on the RFP schedule will be provided to the Prequalified Parties at the completion of the RFQ stage. The City intends to complete the RFP stage by February 2017.

B7.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Open Period	December 2015 to January 2016
2. Evaluation/Shortlist of Proponents	April 2016
3. RFP Open Period	May 2016 to September 2016
4. Project Award	February 2017
5. Design and Construction Start	February 2017
6. Substantial Completion /Construction End	December 2018

B8. RISK MATRIX

- B8.1 A high level Risk Matrix in respect to the Project, is provided in Appendix A (High Level Risk Matrix). This Risk Matrix allocates, at a high level, principal Project risks between the City and the Design Builder. The Risk Matrix lists only risks that have been identified on a best efforts basis, and is not exhaustive of all possible Project risks. The City shall not be held liable for the omission of any Project risks from the Risk Matrix.

B9. HONORARIUM AND BREAK PAYMENT

- B9.1 No Honorarium or compensation will be paid by the City to any Proponent in consideration of any costs or expenses incurred by a Proponent or its Team Members in responding to the RFQ or in providing any additional information necessary for the evaluation of its Qualification Submission.
- B9.2 An Honorarium for proposal development costs of \$50,000 (CAD) will be paid to each of the unsuccessful Prequalified Parties, who have submitted a responsive proposal to the RFP and have agreed to transfer to the City all intellectual property rights (including waiving of moral rights) contained within the Proponent's proposal.
- B9.3 Subcontractors or sub consultants to the Preferred Proponent will not be paid the Honorarium. Only one Honorarium will be allowed per Prequalified Party.
- B9.4 In the event that the City cancels the current procurement process for any reason, after issuance of the RFP, the City will pay a Break Payment to each Prequalified Party of up to fifty thousand dollars (\$50,000 CAD) including all applicable taxes for proposal development costs

provided that the Proponent first submits its proposal development work together with a transfer of all intellectual property rights (including waiver of moral rights).

B9.5 Factors in calculating the amount of the Break Payment are expected to include:

- (a) The amount of work completed by a Prequalified Party as part of its participation in the RFP Process; and
- (b) The date on which the procurement process is cancelled, with the maximum Break Payment being payable when cancellation occurs after RFP Submissions have been submitted to the City.

B9.6 For the avoidance of doubt, if the City cancels the procurement process after issuance of the RFP, a Prequalified Party will be eligible to receive a Break Payment only and will not be eligible to receive the Honorarium.

B9.7 Further details related to the Break Payment will be included in the RFP

B10. DB AGREEMENT

B10.1 A draft form of DB Agreement will be issued concurrently with the RFP.

B10.2 Regarding drafts of the DB Agreement:

- (a) Each Prequalified Party will be afforded at least two opportunities during the RFP Process to provide written comments on the form of the draft DB Agreement and to thereafter engage in commercially confidential meetings with members of the City's Project team in respect of the draft DB Agreement;
- (b) The final draft of the DB Agreement will be issued prior to the RFP Submission Deadline and it is expected that the Prequalified Parties will base their RFP Submissions on said final draft of the DB Agreement; and
- (c) There will not be further negotiations with any Prequalified Party following issuance of such final draft of the DB Agreement. The only expected changes to the DB Agreement will be those required to fill in the blanks and to append relevant portions of the Preferred Proponent's Proposal, in order to complete the DB Agreement.

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) SNC Lavalin Inc.
148 Nature Park Way
Winnipeg, Manitoba R3N 1T9

B11.3 Additional Material:

- (a) "Technical Memorandum No. 4 – Tie-in 7B New Electrical Power Supply" and "Estimated Cost" SNC Lavalin Inc., 2013 (Attached as Appendix E)
 - (i) This memorandum is provided as reference information to disclose previous involvement of SNC Lavalin Inc.
 - (ii) The memorandum is a feasibility study prepared prior to the beginning of this project and outlines a possible arrangement for the NEWPCC Power Supply. The design on the Project has advanced significantly since the feasibility study.
 - (iii) The memorandum should not be used as the current basis of design.

- (iv) The estimate cost was provided based on a DBB procurement model. The City does not guarantee the accuracy of the estimate and it is the Prequalified Parties' responsibility to determine their price.

B12. REQUESTS FOR INFORMATION

- B12.1 Proponents shall submit all requests for clarification or questions with respect to the RFQ, the RFQ Process, or the Project ("Requests for Information" or "RFIs") to the Contract Administrator identified in B13, by e-mail, no later than ten (10) Business Days before the Submission Deadline and in the form set out in Appendix C. The City intends to provide all RFIs and the associated responses (without identifying the Proponent that submitted the RFI) to all Proponents by posting RFIs and associated responses to the City Project Website. The City will not answer any RFI, or any other type of inquiry in respect of the RFQ, RFQ Process or Project, that is not submitted in accordance with B12.1.
- B12.2 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 submit a RFI in accordance with B12.1.
- B12.3 Responses to RFIs prepared and circulated by the City are not RFQ documents and do not amend the RFQ documents.
 - (a) If, in the City's sole discretion, responses to RFIs require an amendment to the RFQ documents, such amendment will be prepared and circulated by Addendum in accordance with RFQ Section B15.
 - (b) Only a response to an RFI that has been incorporated into or issued as an addendum will modify or amend the RFQ documents and, otherwise, RFIs will have no force or effect whatsoever and shall not be relied upon by any Proponent.
- B12.4 Any oral or written response provided by the City or its advisors in connection with this RFQ, including any response to any RFI, will neither be binding on the City nor will it change, modify, amend or waive the requirements of this RFQ in any way. Proponents shall not be entitled to rely on any response provided by the City other than if such response is contained in an addendum issued by the City.

B13. CONTRACT ADMINISTRATOR

- B13.1 The Contract Administrator is KGS Group, represented by:
Adam Pawlikewich
Senior Electrical Engineer

Telephone No. 204- 896-1209
Facsimile No. 204- 896-0754
Email: apawlikewich@kgsgroup.com

B14. PROPONENT DUE DILIGENCE

- B14.1 This RFQ and the information supplied by the City as part of the RFQ Process may not contain all of the information that a Proponent or its Team Members may need in deciding whether to submit a Qualification Submission or in the development of a Qualification Submission.
- B14.2 The City and its advisors make no representations or warranties, and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFQ or any information, data, materials or documents (electronics or otherwise) provided to the Proponents or their Team Members in this RFQ or during this RFQ process with respect to the RFQ or the Project. The City and its advisors shall not be liable for any claim, action, cost, loss, damage or liability of any kind whatsoever arising from any Proponent's or Team Member's reliance on or use of this RFQ or any other information, data, materials or documents (electronics or otherwise)

provided or made available to the Proponents or their Team Members by the City or its advisors during this RFQ Process or with respect to the RFQ or the Project.

- B14.3 Each Proponent, and each Team Member, is responsible for obtaining its own independent financial, legal, accounting, engineering, environmental, architectural and other technical and professional advice with respect to the RFQ, the RFQ Process, and the Project and with respect to any information, data, materials, or documents (electronics or otherwise) provided or made available to the Proponents or their Team Members by the City or its advisors during this RFQ Process or with respect to the RFQ or the Project.
- B14.4 Each Proponent, and each Team Member, is responsible for ensuring that it has all of the information necessary to prepare its Qualification Submission in response to this RFQ and for independently informing and satisfying itself with respect to the information contained in this RFQ, or provided during this RFQ Process with respect to the RFQ or the Project and with respect to any conditions that may in any way affect its Qualification Submission.

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 five (5) Business Days prior to the Submission Deadline, or provide at least five (5) Business Days by extending the Submission Deadline.
- B15.2.1 The Addenda will be available on the Bid Opportunities page at the Materials Management Division's website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B15.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division's website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B15.3 In the event of any conflict discrepancy or inconsistency between an addendum and the RFQ, the most recent addendum shall prevail over the RFQ and any prior addendum as well.
- B15.4 The Proponent should acknowledge receipt of each addendum on Form A-1 Master RFQ Submission Form.

B16. CONFLICT OF INTEREST AND GOOD FAITH

- B16.1 Each Proponent Representative, on behalf of the Team Members and Key Individuals, must declare and is under a continuing obligation to declare all Conflicts of Interest that exist or may exist in the future.
- B16.2 "Conflict of Interest" means any situation or circumstance where a Proponent, Team Member or Key Individual,
- (a) has other commitments, relationships, financial interests or involvement in ongoing litigation that,
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City; or
 - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the DB Agreement;
 - (b) has contractual or other obligations to the City that could or could be seen to have been compromised or impaired as a result of its participation in the RFQ, the RFP Process or the Project; or
 - (c) 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 Project that is not available to other Proponents and that could or could be seen to give the Proponent an unfair competitive advantage.

- B16.3 In connection with its Qualification Submission, each Proponent shall,
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the Project;
 - (b) upon discovering any perceived, potential or actual Conflicts 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 Proponent's proposed means to mitigate and minimize, 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.
- B16.4 Without limiting B16.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Proponent and/or Prequalified Party, as applicable, to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.
- B16.5 Without limiting B16.3 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 its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Team Members or Key Individuals;
 - (b) require the removal and replacement of any Team Member or Key Individual that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be managed, mitigated or minimized;
 - (c) disqualify a Proponent, Team Member and/or Key Individual that fails to comply with any requirements prescribed by the City pursuant to B16.4 to mitigate, manage or minimize a Conflict of Interest; and
 - (d) disqualify a Proponent if that Proponent, or one of its Team Members or Key Individuals has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be mitigated, managed, minimized or otherwise resolved.
- B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B17. CONFIDENTIALITY AND PRIVACY

- B17.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries, RFIs or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the City. The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFQ and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.
- B17.2 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.
- B17.3 To the extent permitted, the City shall treat all Qualification Submissions as confidential. However, the Proponent is advised that any information contained in any Submission may be

released if required by City policy or procedures, by FIPPA, by other authorities having jurisdiction, or by law.

B17.4 Subject to B17.3, all information will become and remain the property of the City; none will be returned. Proponents are recommended to indicate in writing which portions, if any, of their Qualification Submissions contain any proprietary or trade secret information.

B17.5 The City reserves the right to post the names of Prequalified Parties on its website, or otherwise make this information public at the end of the RFQ selection process.

B18. NON-DISCLOSURE

B18.1 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.

B18.2 Breach of any of the provisions of B18 may result in disqualification from the RFQ Process or, if the City becomes aware of a Proponent's or Team Member's breach of these provisions after the RFP has been issued disqualification from the RFP Process.

B19. NO COLLUSION

B19.1 Upon making a Qualification Submission to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B19.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their Team Members.

(a) 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.

(b) Each Proponent shall prepare and submit its Qualification Submission independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Proponent.

B19.3 A Team Member of one Proponent shall not be a Team Member or otherwise participate in the Qualification Submission of any other Proponent. The prohibition set out in B19.3 also applies to the Affiliates of each Team Member.

B19.4 The City may, in its sole discretion, permit a Team Member to participate in the Qualification Submission of more than one Proponent if:

(a) the Proponent applies for such permission at least twenty-one (21) Calendar Days prior to the Submission Deadline;

(b) the Proponent can demonstrate, to the City's satisfaction, that the relevant Team Member is a specialist contractor or consultant and that there is a shortage of such specialist contractor or consultant; and

(c) the Team Member is not a Team Lead in any Proponent's Design, Construction, or Management Team.

B19.4.1 The City will provide a response after receipt of the information outlined in B19.4 within five (5) Business days.

B19.5 If the City exercises its discretion pursuant to B19.4, the City may, in its sole discretion,

(a) impose conditions on Proponents in respect of the relevant Team Member; and

(b) prohibit Proponents from entering into agreements obliging the relevant Team Member to agree to provide services exclusively to a particular Proponent or Proponents.

- B19.6 A Key Individual shall not be involved in the Qualification Submission of more than one Proponent.
- B19.7 Breach of any of the provisions of B19 may result in disqualification from the RFQ Process or, if the City becomes aware of any breach of these provisions by a Proponent or Team Member after the RFP has been issued, disqualification from the RFP Process.

B20. NO LOBBYING AND PROHIBITED CONTACT

- B20.1 Any form of political or other lobbying whatsoever by a Proponent or its Team Members in relation to the Project or with a view to influencing the outcome of this RFQ or RFQ Process is strictly prohibited.
- B20.2 Other than as expressly permitted or required in this RFQ, any contact by any Proponent or any of its representatives or Team Members (or any attempt to contact) any of the following persons, directly or indirectly, with respect to this RFQ, RFQ Process or the Project shall be prohibited:
- (a) any person employed or engaged by the City, other than the Contract Administrator;
 - (b) any member of the evaluation team;
 - (c) any expert or advisor assisting the City or an evaluation team ;
 - (d) any member of the municipal council of the City or any member of a councillor's staff;
 - (e) the Mayor of Winnipeg or any member of the Mayor of Winnipeg's staff; and
 - (f) any person employed or engaged by the Province of Manitoba or Manitoba Hydro.
- B20.3 Failure to comply with any of these provisions may result in disqualification from the RFQ Process or, if the City becomes aware of a breach of this provision after the RFP has been issued, disqualification from the RFP Process.

B21. ELIGIBILITY

- B21.1 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to the NEWPCC Power Supply 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 ("Ineligible Persons").
- B21.1.1 As a result of their involvement in the Project, the Persons listed in B24.3 are Ineligible Persons and are not eligible to participate as a Team Member.
- B21.1.2 The City may, from time to time, add other firms or persons that may be contracted or retained by the City to work on the Project to the list of Ineligible Persons set out in B24.3.
- B21.2 Affiliates of an Ineligible Person are not eligible to participate as a Team Member without the prior written consent of the City. To request consent, the Affiliate shall submit the following information to the Contract Administrator at least thirty (30) Calendar Days prior to the Submission Deadline.
- (a) the full legal name of the Affiliate that the Proponent wishes to include as a Team Member;
 - (b) information regarding the Affiliate's relationship to the Ineligible Person; and
 - (c) a description of the policies and procedures that will be put in place to mitigate, manage and minimize any perceived, potential or actual Conflict of Interest.
- B21.2.1 Upon receipt of a request pursuant to B21.2, the City shall, in its sole discretion, make a determination as to whether,
- (a) it considers there to be a real, perceived or potential Conflict of Interest; and
 - (b) such a Conflict of Interest can be mitigated, managed and minimized.

- B21.2.2 If the City has determined, in its sole discretion, that the Affiliate has a Conflict of Interest that cannot be mitigated, managed and minimized, the City will, for the avoidance of doubt, add the name of the Affiliate to the list of Ineligible Persons.
- B21.2.3 The City may, in its sole discretion, waive the ineligibility of an Affiliate on such terms and conditions as the City, in its sole discretion, may require, including that the Proponent has put into place adequate safeguards to mitigate, manage and minimize the impact of any Conflict of Interest including provisions to ensure that any and all Confidential Information of the City that the Affiliate may have continues to be kept confidential and not disclosed or used except as expressly allowed by the City.
- B21.3 Team members and Subcontractors engaged to perform Work as a result of the procurement process on this Project (Design Build of the City of Winnipeg's North End Sewage Treatment Plant Power Supply Upgrade Project), are eligible to bid for the work on the future Design Build, and Design Bid Build projects related to the NEWPCC process upgrade. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of a conflict of interest. The NEWPCC Power Supply Upgrade Project is a separate project from the future NEWPCC Design Build, and Design Bid Build projects related to the NEWPCC process upgrade.

B22. FAIRNESS ADVISOR

- B22.1 The City has retained Knowles Consultancy Services Inc. as an independent Fairness Advisor to oversee the procurement process for the Project.
- B22.2 The Fairness Advisor's role is to reassure both the City and Proponents that the process and decisions are fair, reasonable and consistent with the procurement process evaluation and criteria laid out for the Project in the RFQ and the RFP.

B23. INSURANCE

- B23.1 It is intended that the City will provide and maintain the following owner controlled Project insurance coverage to remain in place at all times during the performance of the Work:
- (a) Broad form builder's risk Insurance including testing and commissioning, insuring 100% of the full value of any work and the full value of products that are specified to be provided by the City for incorporation into any Work.
 - (i) The Design Builder shall be responsible for deductibles up to \$50,000 per occurrence except for flood and water damage losses of \$100,000 and testing and commissioning losses of \$150,000.
 - (b) All risks property insurance policy for the full replacement cost insuring the existing structures at the NEWPCC while under renovation or demolition for the NEWPCC Power Supply Upgrade Project.
 - (c) Wrap-up liability insurance covering 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 Design Builder shall be responsible for deductibles up to \$50,000 maximum of any one loss.
 - (ii) The City will carry such insurance to cover the Owner, Design Builder and all sub-consultants and contractors and sub-contractors as insureds. Provision of this insurance by the City is not intended in any way to relieve the Design Builder from their obligations under the terms of the Contract. Specifically, losses relating to deductibles for insurance, as well as losses in excess of limits of coverage and any risk of loss that is not covered under the terms of the insurance provided by the City remains with the Design Builder.
 - (iii) Wrap-up liability insurance shall be maintained from the date of the commencement of the Work until the date of Total Performance of the work and shall include an

additional thirty-six (36) months completed operation coverage which will take effect after Total Performance.

- B23.2 The Design Builder shall provide and maintain, or cause the Design Team to provide and maintain, the following insurance coverage at all times during the performance of the work and throughout the warranty period.
- (a) Project specific professional liability insurance in the amount of at least five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate, per claimant basis. Professional Liability insurance to remain in place during the performance of the Work and for thirty-six (36) months after completion.
 - (b) Project specific contractor's pollution liability (CPL) insurance in the amount of at least five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate insuring against claims covering third-party injury and property damage claims, and including clean-up costs and transported cargo as a result of pollution conditions arising suddenly or gradually from the Design Builder operations and completed operations. Such policy to name the City as additional insured and remain in place for a minimum of twenty four (24) months following total completion.
 - (c) Commercial general liability insurance, in the minimum amount of ten million dollars (\$10,000,000) inclusive per occurrence and ten million dollars (\$10,000,000) general aggregate. The said commercial general liability insurance shall include coverage for products and completed operations, blanket contractual, non-owned automobile, and unlicensed motor vehicle liability. Such policy shall not contain any exclusions or limitations for demolition work, asbestos abatement, lead or substances containing polychlorinated biphenyl removal and will add the City as an additional insured.
 - (d) Automobile liability insurance for licensed automobiles used for or in connection with the Work in the amount of no less than five million dollars (\$5,000,000).
 - (e) Property insurance for equipment and tools used on the Project that may be owned, rented, leased or borrowed.
- B23.2.1 Deductibles shall be borne by the Design Builder.
- B23.2.2 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- B23.3 The Design Builder shall provide the Contract Administrator with evidence of insurance at least two (2) Business days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of the Contract. The evidence shall be in a form of a certificate of insurance and must be satisfactory to the City Solicitor.
- B23.4 All policies shall be in a form satisfactory to the City and shall be kept in full force during the Work and throughout the warranty period.
- B23.5 All parties covered under the wrap up insurance shall continue to carry general liability for three (3) years (or warranty period) whichever is greater.
- B23.6 Final details about the insurance requirements will be set out in the DB Agreement.

B24. CITY'S PROJECT TEAM

- B24.1 The City has appointed a Project team to oversee all aspects of the procurement and construction of the Project.
- B24.2 In addition to the Contract Administrator, identified in B13.1, the Project team consists of the Project Manager, Remi Adedapo, M.A.Sc., P.Eng., Water and Waste Department assisted by key WSTP staff.

- B24.3 The following firms are on retainer to provide specific advice to the Project team on technical, financial, fairness, procurement process, Project administration and communication issues. The City's advisors are:
- (a) Technical Advisors:
 - (i) VWNA (Winnipeg) Inc. (Veolia)
 - (ii) KGS Group
865 Waverley Street
Winnipeg, MB R3T 5P4
 - (iii) Sever Lupu Cost Consulting Services
Unit 1 - 1140 Waverley Street
Winnipeg, MB R3T-0P4
 - (b) HAZOP Consultants:
 - (i) Sea Jay Engineering Services Ltd.
Suite 219 #132-250 Shawville Blvd. SE
Calgary, Alberta T2Y 2Z7
 - (c) Drilling Companies:
 - (i) Maple Leaf Drilling Ltd.
Box 25 Grp 525 - RR 5
Winnipeg, Manitoba R2C 2Z2
 - (d) Fairness Advisor:
 - (i) Knowles Consultancy Services Inc.
1599 Hurontario Street, Suite 202
Mississauga, Ontario, L5G 4S1
- B24.4 No Person retained to advise the City for this Project may participate for or on behalf of any Proponent or Proponent's Team Member or provide advice or services in respect of any part of the procurement or submission process. Breach of this condition may result in disqualification of the affected Proponent or Team Member from all further participation in this RFQ procurement process and from any entitlement to award of the DB Agreement.

SUBMISSION INSTRUCTIONS

B25. SUBMISSION DEADLINE

- B25.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 28, 2016. It is the sole responsibility of each Proponent to ensure that its Qualification Submission is received, and date and time stamped, by the City no later than the Submission Deadline at the Qualification Submission Address as set out in B25.8.
- B25.2 The City shall determine whether a Qualification Submission was submitted on or before the Submission Deadline based on the time and date stamp on the Qualification Submission.
- B25.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B25.1.
- B25.4 Qualification Submissions will not be opened publicly.
- B25.5 Qualification Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned unopened.
- B25.6 The Qualification Submission should be submitted enclosed and sealed in an envelope clearly marked with the RFQ number and the Proponent's name and address.

- B25.7 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B25.8 Qualification Submissions submitted by mail, courier or personal delivery and shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
(the "Submission Address")

B26. QUALIFICATION SUBMISSION

- B26.1 The Qualification Submission shall consist of the following components:
- (a) Forms A1 – A3: Qualification Submission Forms (Section A);
- B26.2 The Qualification Submission should consist of the following components:
- (a) Executive Summary (Section B);
 - (b) Identification and Experience of the Proponent (Section C);
 - (c) Experience of Key Individuals (Section D);
 - (d) Project Management and Approach (Section E);
 - (e) Financial and Business Information (Section F);
- B26.3 All requirements of the RFQ should be fully completed or provided, and shall be submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive RFQ.
- B26.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B35.
- B26.5 Qualification Submissions and the information they contain will be the property of the City upon receipt. No Qualification Submissions will be returned.
- B26.6 Proponents shall prepare their Qualification Submission in English and all contents of Qualification Submissions shall be in English.
- B26.7 Proponents should not submit any information other than what is specifically required by this RFQ.

B27. FORMAT AND GENERAL QUALIFICATION SUBMISSION GUIDELINES

- B27.1 Proponents should submit B28, B29, B30, B31 and B32 (Sections A to E) together as follows:
- (a) One (1) unbound original (marked "original");
 - (b) One (1) unbound hardcopy (marked copy);
 - (c) Six (6) bound hard copies (marked copy); and
 - (d) One (1) copy in a searchable PDF format on CD-ROM, DVD-ROM or standard USB flash memory drive.
 - (i) If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.
- B27.2 Proponents should submit B28 and B33 (Sections B and F) together as follows:
- (a) One (1) unbound original (marked "original");

- (b) One (1) unbound hardcopy (marked copy);
- (c) Four (4) bound hard copies (marked copy); and
- (d) One (1) copy in a PDF format on CD-ROM, DVD-ROM or standard USB flash memory drive.
 - (i) If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.

- B27.3 Each requirement should be addressed in a separate section clearly marked with the corresponding tab.
- B27.4 Each section should contain pages (standard 8.5" x 11") using a printing font with a 11 pitch.
- B27.5 The City reserves the right to make additional copies of all Qualification Submissions for its internal review process and to provide such copies to its staff and external advisors.
- B27.6 Each Proponent is reminded that the objective of its Qualification Submission is to assist the City in selecting the most qualified Proponents to be shorted-listed. In this regard, Proponents should endeavor to demonstrate how the information provided (in response to B26) relating to the Proponent, its Team Members and Key Individuals is relevant to the particular challenges and opportunities of this Project.
- B27.7 In selecting which projects to submit as examples to demonstrate experience, Proponents are advised to submit experience in projects (for the Proponent, its Team Members and its Key Individuals) that are comparable to the Project. For the purposes of this RFQ process, "comparable" experience is experience of a similar scale, size, complexity and scope to the Project, including experience with municipal and DB and DB variation (such as DBO, DBFO, DBFMO and P3) projects that is the subject of this RFQ.
- B27.8 With respect to project experience, Proponents should clearly identify any limits on the scope of a project, or the work or services performed by the Proponent, a Team Member, or a Key Individual where such Team Member or Key Individual was not responsible for the entire project, work or services described. With respect to project experience requested in B30 to B32, except where a narrative description is explicitly requested,
- (a) Proponents are advised to submit project experience using the appropriate Tables set out in Appendix D.
 - (b) Proponents should complete one Table for each reference to a project (even if the project is referred to more than once) and should not cross-reference projects referred to in answers to previous sections. For example, if a project is referenced in a Proponent's response to B30.2 and the Proponent intends to use the same project in its response to B31.1, the Proponent should complete a Table 5 – Team Lead (s) Experience Table for the reference under B30.2 and a Table 6 – Key Individual Experience table for their response to item B31.1.

B28. FORMS A1-A3: QUALIFICATION SUBMISSION FORMS (SECTION A)

- B28.1 Further to B26.1(a), the Proponent shall complete Forms A1- A3: Qualification Submission Forms, making all required entries.
- B28.2 The name and official capacity of all individuals signing Form A1: Master RFQ Submission Form should be printed below such signatures.
- B28.3 All signatures should be original wet-ink signatures.
- B28.4 If a Qualification 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 Qualification Submission, shall be both jointly and several.

B29. EXECUTIVE SUMMARY (SECTION B)

- B29.1 Further to B26.2(a), each Proponent is to clearly identify the Proponent Representative and Proponent Representative Contact Individual in the Executive Summary to accompany its Qualification Submission.
- B29.2 If the Proponent is to be identified by a name different from that of its Proponent Representative, that fact should also be made clear.
- B29.3 The City shall be entitled to rely on any communication from the Proponent Representative Contact Individual as having been duly authorized by the Proponent Representative and as having been duly given on behalf of the Proponent and all of its Team Members.
- B29.4 A Proponent may change its Proponent Representative only by providing notice to the Contract Administrator in writing from the previous Proponent Representative.
- B29.4.1 The Proponent Representative may substitute a new Proponent Representative Contact Individual only by a written notice signed either by:
- (a) the previous Proponent Representative's Contact Individual; or
 - (b) by an officer of the Proponent Representative whose authority to do so is affirmed to the satisfaction of the City.

B30. IDENTIFICATION AND EXPERIENCE OF THE PROPONENT (SECTION C)

- B30.1 Identification of the Proponent
- B30.1.1 Full particulars with respect to the Proponent, Proponent Representative Proponent Representative Contact Individual and Team members are to be provided by completing Tables 1, 2, 3 and 4 in Appendix D (Proponent Information Tables) as follows:
- (a) The Proponent should complete Table 1 of Appendix D by identifying the Proponent Representative and the Proponent Representative Contact Individual and their representative contact details.
 - (b) The Proponent should identify details of the individual Team Members in Table 2, 3, and 4 of Appendix D.
 - (c) Information identified in Tables 2, 3 and 4 of Appendix D should be separated into Project Management Team, Design Team and Construction Team.
- B30.1.2 The Proponent should submit information (otherwise known as promotional materials) related to general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent showing their ability to undertake the Project.
- (a) Information submitted relating to B30.1.2 shall be limited to a maximum of nine (9) pages in total for the Project Management, Design and Construction Team.
- B30.2 Experience of the Proponent
- B30.2.1 Using Table 5 in Appendix D, submit two (2) project experience examples each for Project Management Team Lead, Design Team Lead and Construction Team Lead.
- (a) Submit one (1) table per project per Team Lead.
 - (b) Projects should include:
 - (i) Electrical projects involving medium voltage distribution over 10MVA capacity;
 - (ii) the construction of electrical buildings and facilities;
 - (iii) Upgrades to continuously operating facilities;
 - (iv) Projects of a total value including power transformation and distribution systems of at least \$10,000,000 (including both design and construction);

- (v) Projects in which the Team Leads have had a similar role on Design Build projects (and other variations such as DBOs, DBFOs, DBFMOs or P3s).

B30.2.2 Information submitted on Table 5, should demonstrate the Team Leads successful implementation of similar projects.

B30.2.3 If more than two (2) projects are submitted for B30.2.1 and/or included in Table 5; only the first two (2) referenced projects in Table 5 will be evaluated.

B31. EXPERIENCE OF KEY INDIVIDUALS (SECTION D)

B31.1 Using Table 6 provided in Appendix D, provide detailed information for Key Individuals indicated with an asterisk (*) in B31.2.

- (a) Submit one (1) project and one (1) Table 6 per Key Individual.
- (b) For evaluation purposes, higher scores will be given to submitted projects that meet the criteria outlined in B30.2.1(b) and B37.2(a).
- (c) Include two (2) client reference contact information.
- (d) If more than one (1) project is submitted per Key Individual and/or included in Table 6; only the first referenced project in Table 6 will be evaluated.
- (e) One person may fulfill multiple key roles, provided they are qualified and experienced for each key role they are to fill. If this is the case, then a separate table is required per role.
- (f) Each Key Individual performing engineering roles in B31.2.2 shall be a professional engineer registered in the Province of Manitoba or with the ability to be registered in the Province of Manitoba.

B31.1.1 Identify backup personnel for Key Individuals identified in B31.2 with an asterisk (*).

- (a) Backup Key Individual's may be those already listed for B31.2 provided they are not performing two (2) or more key roles.
- (b) Resumes should indicate experience relevant to the NEWPCC Power Supply Upgrade Project.
- (c) Only the information provided in the first two (2) pages of the resume will be evaluated.

B31.1.2 Provide two (2) page resumes outlining detailed information for each Key Individual Identified in B31.2 without an asterisk (*).

- (a) Resumes should indicate experience relevant to the NEWPCC Power Supply Upgrade Project.
- (b) Only the information provided in the first two (2) pages of the resume will be evaluated.

B31.2 Key Individuals

B31.2.1 Project Management Team

- (a) Design Build Project Manager*;
- (b) Design Manager*;
- (c) Design QA/QC Manager;
- (d) Construction QA/QC Manager; and
- (e) Construction Manager*;

B31.2.2 Design Team

- (a) Engineer of Record for the whole design*;
- (b) Electrical Engineering Lead (MV and HV distribution*);
- (c) Electrical Engineer (protection systems);

- (d) Electrical Engineer (Programmable Logic Controller (PLC) automation and controls);
- (e) Mechanical Engineering Lead;
- (f) Civil Engineering Lead;
- (g) Structural Engineering Lead*;
- (h) Geotechnical Engineering Lead;
- (i) Commissioning Lead; and
- (j) Architectural Lead.

B31.2.3 Construction Team

- (a) Construction Superintendent*;
- (b) Lead electrician*;
- (c) PLC automation and control lead;
- (d) Commissioning Lead*;
- (e) Safety Officer
- (f) Electrical protections lead;
- (g) Civil/Structural construction lead;
- (h) Excavations and shoring lead;
- (i) Scheduling lead; and
- (j) Procurement lead.

B31.2.4 The Proponent is responsible for ensuring they have adequate staff for the successful delivery of the Project.

B32. PROJECT MANAGEMENT AND APPROACH (SECTION E)

B32.1 The Proponent should provide the Proponent's proposed team structure.

- (a) Include a brief description of all the Team Leads and Team Members that comprise the Proponent.
- (b) Provide organizational charts that identifies the role and proposed reporting relationships for the
 - (i) Project Management Team,
 - (ii) Design Team,
 - (iii) Construction Team,
 - (iv) Team Leads and
 - (v) Project as a whole.
 - (vi) The chart should identify all Key Individuals as well as any other personnel required for the successful delivery of the Project.
- (c) Describe allocation of roles and responsibilities among the Team Members and Team Leads.
- (d) Describe the proposed Proponent and Team Members unique qualities and how they will add value for the City in accomplishing the Project.
- (e) Describe the proposed Team Leads plan for working together in Project's Design Build environment.
 - (i) Include detailed description of the interfaces between the Team Leads and the management of any overlapping scope of work.
 - (ii) Provide one (1) project example where all of the Team Leads have previously worked together

- (i) The project should outline the project description, roles of the Team Leads on the project, the results achieved, lessons learned, relationships forged and synergies produced that are anticipated to be advantageous for the NEWPCC Power Supply Upgrade Project.
- (ii) Provide two(2) client references for the project
- (iii) Proponents may provide one of the projects previously submitted in B30 or B31
- (iv) If the Team Leads do not have previous experience working together, then submit:
 - ◆ One (1) project for each Team Lead that has not work together based on B32.1 (e) (ii) (i) in which they have worked on an electrical project in a DB Environment;
 - ◆ A proposed plan to integrate the Team Leads to work together; and
 - ◆ Provide two (2) client references for the projects.

B32.1.1 Higher scores will be given to Proponents in which:

- (a) all the Team Leads (Project Management Team, Design Team and Construction Team) have previous experience working together on an electrical project in a DB Environment; or
- (b) a Proponent that has the Project Management Team, Design Team and Construction Team integrated in a single company and have worked on an electrical project in a DB Environment.

B32.2 Proponent's Management and Methodology Approach

B32.2.1 Describe the Proponent's Project Management Team's approach for governing and managing the Project, having specific regard to:

- (a) Risk management and allocation of risk between the Team Leads;
- (b) Mechanism for dispute resolution and disagreements between the Team Leads;
- (c) The Project Management Team Member's approach to ensuring suitable and effective integration of the functions of the Design Team Member(s), and Construction Team Member(s). Describe the interface(s) between these Teams, including prior experiences and/or best practices;
- (d) Approach to communication and coordination among the Team Leads and with other Team Members, contractors and sub-contractors;
- (e) Approach to coordination with Manitoba Hydro;
- (f) Describe the elements and approach the Proponent would use in developing a successful project relationship with the City;
 - (i) Use examples from past approaches and experiences, lessons learned and/or best practices.
 - (ii) Approach should be specific to the NEWPCC Power Supply Upgrade Project.
- (g) Owner training;
- (h) Quality management (quality planning, control and assurance);
- (i) Approach to environmental management; and
 - (i) Include standard construction practices.
 - (ii) Include handling and disposal of any potential hazardous substances as well as those listed as part of the Project.

B32.2.2 Process for scope, schedule, and cost control. Describe the Design Team's approach to the design of projects, having specific regard to:

- (a) Design management;
- (b) Approach to coordination with Manitoba Hydro;

- (c) HV and MV electrical distribution system design;
- (d) Safety;
- (e) Specification and procurement of HV and MV switching equipment, transformers and arc resistant switchgear;
- (f) Design for subsequent development;
- (g) Design of Programmable Logic Controller (PLC) automation and control systems, including integration of MV switchgear, building systems, security systems, fire detection systems, and surveillance systems;
- (h) Electrical studies, including grounding system studies, and arc flash hazard studies;
- (i) Building design, including geotechnical and structural engineering as pertaining to building foundations, mechanical engineering as pertaining to HVAC;
- (j) Work site development, including civil engineering as pertaining to temporary works and site drainage;
- (k) Maintaining operations while the Project is under construction;
- (l) Commissioning of power systems with high availability, redundancy and reliability requirements;
- (m) Management of construction staging;
- (n) Quality management (quality planning, control and assurance); and
- (o) Building for durability, safety and ease of operation and maintenance.

B32.2.3

Describe the Construction Team's approach in construction planning and execution, highlighting subject matter expertise and relevant knowledge for developing cost effective, practical, and sustainable solutions of the following:

- (a) Temporary works and site access construction, including excavation, shoring, compaction, granulars, concrete, land drainage sewers and catch basins;
- (b) Approach to coordination with Manitoba Hydro;
- (c) Construction of piled, concrete foundations;
- (d) Construction of cinder block or concrete buildings;
- (e) Installation of outdoor 66 kV rated equipment, including transformers, circuit breakers, cables, circuit switchers, poles, and overhead lines;
- (f) Installation of MV distribution equipment, including switchgear, bus duct, cables, and transformers;
- (g) Installation of mechanical systems for industrial buildings;
- (h) Maintaining operations while the Project is under construction;
- (i) Management of construction staging;
- (j) Management of start-up, testing, commissioning, acceptance and turnover;
- (k) Project as-built, operation and maintenance documentation and close-out;
- (l) Management of warranty issues;
- (m) Experience in a multi-disciplinary construction environment; and
- (n) How the Proponent, acting as a Prime Contractor for purposes of The Workplace Safety & Health Act (Manitoba), intends to implement a workplace safety and health program that meets the requirements of the Act (Manitoba).

B32.2.4

The same items are indicated in identified multiple times in B32.2.1, B32.2.2 and/or B32.2.3. These items should be answered with respect to the activities performed by either the Project Management Team, Design Team or Construction Team.

- B32.2.5 Proponents should reference project examples where they have carried out a similar approach to that described in B32.2.1, B32.2.2 and B32.2.3.
- (a) Provide project examples to support the proposed method completing Table 7.
 - (b) Project examples may be the same or different for methods described in B32.2.1, B32.2.2 or B32.2.3.

B33. FINANCIAL AND BUSINESS INFORMATION (SECTION F)

- B33.1 Each Team Member of the Proponent should submit the following unless otherwise stated:
- (a) A current credit rating report;
 - (b) Copies of audited financial statements for each of the last three (3) years
 - (i) Submit unaudited financial statements and annual reports or other similar financial information for each of the last three (3) fiscal years available if audited financial statements are not available. These must be signed by an officer of the company.
 - (c) Details of any material off balance sheet financial arrangements currently in place;
 - (d) A current letter of reference from a bank or other licensed financial institution that confirms length of time each Team Member has been a client, and details of the relationship, and support in meeting the financial criterion set out above;
 - (e) Details of any material events that may affect the entity's financial standing since the last annual or interim financial statement provided;
 - (f) Details of any bankruptcy, insolvency, company creditor arrangement or other major litigation in excess of \$10 million, or other insolvency proceeding in the last three (3) financial years, plus the current year;
 - (g) All known or committed participation in projects to occur, or remain ongoing, over the next 5 years, addressing the impact on its ability to participate in the Project; and
- B33.1.1 Additional financial information, if any, that in the Proponent's view will demonstrate to the City that the Financial Disclosure Entities have sufficient financial standing, capacity and resources to carry out their respective roles on the Project. The Proponent must demonstrate suitable financial capability to meet obligations required by the Work, a good performance history and a strong financial standing.
- B33.1.2 Proponents wishing to submit a non-disclosure agreement related to their financial statements must enclose the financial statement in a sealed envelope with the non-disclosure agreement attached to the outside.
- (a) In its sole discretion, the City shall determine and advise the Proponent within fifteen (15) Calendar Days of the Submission Deadline, whether the nondisclosure agreement is acceptable or not to the City.
 - (b) If a fully acceptable non-disclosure agreement to the City (with the City acting in its sole discretion) cannot be agreed within thirty (30) Calendar Days of the Submission Deadline, the Proponent may be disqualified from the RFQ Process.
- B33.2 The Construction Team Lead Members shall submit:
- (a) a letter of reference from a surety indicating its capacity to obtain a performance security in the range of \$15M to \$25M;
 - (b) a letter from an insurer licenced to carry out business in the Province of Manitoba indicating the ability to provide insurance requirements outlined in B23.2; and
 - (c) a valid Certificate of Recognition (COR) recognized in Manitoba or a letter/report from an independent reviewer that confirms compliance with Manitoba legislative requirements.
 - (i) Reviewer template and a list of reviewers acceptable to the City are available on the City's website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>.

- (ii) For firms that are including substitutions, a safety record for the past five (5) years must be submitted.

B33.2.1 Important Note: Proponents are cautioned that failure to produce the items indicated in B33.2 (a) to (c) may lead to the disqualification of a Proponent from the RFQ Process.

B33.3 The Design Team Members shall submit;

- (a) A letter from a surety indicating their ability to provide insurance requirements as outlined in B23.2(a); and
- (b) Their current status as a Certificate of Authorization Holder with the Association of Professional Engineers and Geoscientists of Manitoba (APEGM) to provided design services within Manitoba or its plan to obtain registration.

B33.3.1 Important Note: Proponents are cautioned that failure to produce the items indicated in B33.3 (a) to (b) may lead to the disqualification of a Proponent from the RFQ Process.

B34. SUBSTITUTIONS

B34.1 A Proponent is not permitted to substitute or remove a Team Member, or change the role or scope of work of any Team Member, 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 B34.1.

B34.2 A Proponent wishing to substitute or remove a Team Member, or change the scope of work of any Team Member, shall submit a written request to the Contract Administrator that sets out, in detail, the proposed change to the Proponent's structure.

B34.3 If a Proponent submits a request pursuant to B34.2, the following shall apply:

- (a) If the Proponent's request is submitted prior to the completion of Step 2 of the RFQ evaluation process (as set out in B38.1(b)), the City, may in its sole discretion, permit the requested change and re-evaluate those portions of the Proponent's Qualification Submission that may be impacted by the change; and
- (b) If the Proponent's request is submitted after the completion of Step 2 of the RFQ evaluation process (as set out in B38.1(b)), the City may, determine whether the City will, in its sole discretion, consent to the Proponent's requestby, in its sole discretion, reviewing the proposed change to assess whether:
 - (i) the replacement Team Member has equal or better qualifications than the original Team Member; or
 - (ii) the proposed change in scope of work is likely to result in equal or better performance by the Proponent,
- (c) The City will not be under any obligation to re-evaluate those portions of the Proponent's Qualification Submission that may be impacted by the change as a condition to providing its consent (or not) to the Proponent's request under B34.3(b).

B34.4 The Proponent must provide written notice to the City within five (5) Business Days after becoming aware, after the RFQ Submission Deadline, and for reasons beyond the control of the Proponent or the applicable Team Member, there is:

- (a) a requirement to substitute or remove a Team Member;
- (b) a change in Control of any Team Member; or
- (c) a material change to the business of a Team Member.

B34.5 Based on B34.4, the City may, in its sole discretion, disqualify the Proponent if the City, in its sole discretion, considers that there could be a material adverse impact on the Proponent's Qualification Submission as a result of one of the circumstances set out in B34.4.

- (a) If the City determines, in its sole discretion, that it will not disqualify the Proponent in such circumstances, the City may permit the Proponent to propose a substitution for the applicable Team Member, for review and approval by the City.
- (b) The City will not be under any obligation to re-evaluate those portions of the Proponent's Qualification submission that may be impacted by the change as a condition to providing its consent (or not) to the Proponent's request under B34.4.

B34.6 Subject to the rules that will be contained in the RFP,

- (a) Proponents are cautioned that as a general principle, Prequalified Parties will not be permitted to substitute or remove any Team Member or to materially change the roles or scope of Work to be performed by any Team Member (from the Team Members' role and scope of work set out in their original Qualification Submissions), without the City's prior written consent.
- (b) The City may, in its sole discretion, disqualify a Prequalified Party that substitutes or removes any Team Member or materially changes the roles or scope of work of a Team Member without the City's prior written consent.

B34.7 The City may, in its sole discretion, require a Proponent to remove and/or replace any Team Member and/or Key Individual pursuant to B16.5. Any such replacement Team Member and/or Key Individual is at the City's sole discretion and shall require the City's prior written consent.

B34.8 In exercising its sole discretion pursuant to B34.7, the City may have reference to the Evaluation Categories set out in this RFQ and such other criteria as the City may consider relevant.

B35. NON-CONFORMING SUBMISSIONS

B35.1 Notwithstanding B26.1, with the exception of B25.5, if a Proponent's Submission is not strictly in accordance with any provision of this RFQ, the City may, at its 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.

B35.2 If the immaterial non-conformance is an omission, the City may, at its discretion, give the Proponent up to five (5) Business Days to supply the omitted material by requesting the omitted material through a notice to the Proponent Representative Contact Individual.

B35.3 If the requested information is not submitted by the time specified in B35.2, the Submission will be determined to be non-responsive.

B36. PROPONENT'S COSTS AND EXPENSES

B36.1 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.

B36.2 Subject to B39.2, the City shall not be liable to pay any costs or expenses of any Proponent or any Team Member or to reimburse or compensate a Proponent in any manner whatsoever under any circumstances, including in the event of the rejection of any or all Qualification Submissions, the cancellation or deferral of the RFQ Process or the cancellation or deferral of the Project prior to RFP issuance.

EVALUATION

B37. EVALUATION CRITERIA

B37.1 Proponents will have their Qualification Submissions evaluated in accordance with the Table below. The evaluation team will evaluate each Qualification Submission on the extent to which it meets or exceeds the evaluation criteria and meets or exceeds any other requirements of this RFQ.

EVALUATION CRITERIA	SUBMISSION REQUIREMENTS REFERENCE	POINTS	PASS THRESHOLD
(a) Conformance to Mandatory Requirements or acceptable deviation therefrom	B26.1(a)	Pass/Fail	Pass
(b) Identification and Experience of the Proponent (Section C)	B30	30	70%
<i>Project Management Team</i>		10	
<i>Design Team</i>		10	
<i>Construction Team</i>		10	
(c) Experience of Key Individuals (Section D)	B31	30	70%
<i>Project Management Team</i>		8	
<i>Design Team</i>		10	
<i>Construction Team</i>		12	
(d) Project Management and Approach (Section E)	B32	40	70%
<i>Proponent's Team Structure and Approach</i>		10	
<i>Project Management Team Approach</i>		10	
<i>Design Team Approach</i>		10	
<i>Construction Team Approach</i>		10	
(e) Financial and Business Information (Section F)	B33	Pass/Fail	Pass
Total SCORE		100 points	70%

B37.2 Proponents are advised that:

- (a) As a general rule, the City intends to score the submitted project experience of Proponents (including Team members and Key individuals) or project references for project methodology and approach more favourably if the project experience provided:
 - (i) is comparable to the NEWPCC Power Supply Upgrade Project;
 - (ii) is advanced in terms of level of completeness or has been completed within the past 10 years;
 - (iii) is located in North America with cold climates;
 - (iv) has a significant role or significant level of involvement played by the applicable Proponent, Team Member or Key Individual; and
 - (v) is or was completed on time and on budget.

- (b) the minimum threshold for a satisfactory Submission is 70% and a satisfactory submission demonstrates satisfactory understanding of the Project needs and/or satisfactory ability to satisfy those needs;
 - (c) a Proponent which fails to meet the 70% minimum threshold applicable to any of the evaluation criteria set out above may, as a result, be prevented from becoming a Prequalified Party, in the City's sole discretion; and
 - (d) if they fail to meet the Pass/Fail threshold applicable to the Financial and Business Information in B26.1(a) and B33 they will be prevented from becoming a Prequalified Party.
- B37.3 Further to B35 and B37.1(a), the City may reject a Qualification Submission as being non-responsive if the Qualification Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Qualification Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B37.4 Further to B37.1(b), the Proponent shall be evaluated considering the requirements set out in B30 and B37.2(a); and the information submitted in response to B30.
- B37.5 Further to B37.1(c), the Proponent shall be evaluated considering the requirements set out in B31 and B37.2(a); and the information submitted in response to B31.
- B37.6 Further to B37.1(d), the Proponent shall be evaluated considering the requirements set out in B32 and B37.2(a); and the information submitted in response to B32.
- B37.7 Further to B37.1(e), the Proponent shall be evaluated on the extent to which it demonstrates a successful track record for infrastructure projects that are of the scope and magnitude of the NEWPCC Power Supply Upgrade Project; and other financial and business information submitted in response to B33.
- B37.8 The City has full power to conduct an independent verification of information in any Qualification Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed Team Members.
- (a) Reference checks may be used to confirm information provided and 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.
 - (b) References submitted by the Proponent are expected not to be employed by any member of the Proponent or to financially benefit from the reference or success of the Proponent in the RFQ and/ or RFP process.
 - (c) Incorrect or out of date contact information may negatively impact the evaluation.
- B37.9 The City may, in its sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to its Qualification Submission. The City may adjust its scoring of a Proponent Qualification Submission based on the clarification information received by the City during the interview.
- B37.10 During the time period from the end of the RFQ Process until the issuance of the RFP, the City may, in its sole discretion, request any Proponent to confirm that there have been no material changes to the financial information submitted by the Proponent in its Qualification Submission.
- B37.10.1 If there have been any material changes to financial information contained in the Proponent's Qualification Submission, the Proponent shall provide details of such changes in accordance with any requirements the City may impose at that time.
- B37.10.2 The City shall evaluate the new financial information submitted by the Proponent and may revise the Proponent's score and ranking to reflect the results of the evaluation.
- B37.10.3 If Proponent's evaluation results in a change in its ranking or in the Proponent not meeting the pass/fail threshold for B37.1(a) and B37.1(e), the City may, in its sole discretion, invite

a Reserve Prequalified Party, based on the rankings in this RFQ Process, to be added to the list of Prequalified Parties and replace the Proponent whose score or pass/fail result was re-evaluated pursuant to B37.1(a) and B37.1(e).

B37.11 During the time period from the end of the RFQ Process until the issuance of the RFP documents, each Prequalified Party shall immediately report any material change to the financial information submitted by that Prequalified Party during the RFQ Process and shall resubmit its financial information by providing all financial information originally required by the terms of the RFQ.

B37.11.1 The City shall evaluate the re-submitted financial information.

B37.11.2 If the financial information submitted in B37.11 results in the Prequalified Party not meeting the pass/fail threshold for financial capacity (B37.1(e)), the City may, in its sole discretion invite a Reserve Prequalified Party, based on the ranking in this RFQ Process, to be added to the list of Prequalified Parties, and replace the Proponent whose score or pass/fail result on financial capacity was re-evaluated pursuant to B37.10

B38. EVALUATION PROCESS

B38.1 The City will not open Qualification Submissions publicly. The City will evaluate the Qualification Submissions in accordance with the following steps:

- (a) Step 1: The Qualification Submissions will be reviewed to determine whether they are substantially complete. The following will apply during a substantial completeness review:
 - (i) The substantial completeness review will assess whether the required information and forms have been substantially completed and included in the Qualification Submission
 - (ii) A Proponent's failure to provide a substantially complete Qualification Submission will result in the Qualification Submission not being evaluated
 - (iii) For the purposes of this RFQ Process, "substantially complete" means that all documents have been submitted as required by this RFQ and have been completed without any major gaps in the information
 - (iv) For clarity, "substantially complete" is not a test of "absolute completeness", and shall not be interpreted in a manner that restricts the City's rights under B35.
- (b) Step 2: The evaluation team established by the City will evaluate the relevant portions of those Qualification Submissions that pass the substantial completeness review. The teams will evaluate, score and rank the Qualification Submissions in accordance with the Evaluation Criteria set out in B37; and
- (c) Step 3: Subject to B4.8 and B4.9, the Contract Administrator will contact all Proponents to inform them whether or not they have been determined to be Prequalified Parties.

B39. NO CONTRACT AND CITY RIGHTS

B39.1 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. For the avoidance of doubt, this RFQ is not intended to create a bidding contract (often referred to as "Contract A").

B39.2 Notwithstanding that in accordance with B39.1, this RFQ is not intended to create a "Contract A" the Proponent and all other entities participating in this RFQ Process agree that if the City is found to be liable, in any way whatsoever, for any act or omission in respect of this RFQ Process, the total liability of the City to any Proponent, Team Member or any other entity participating in this RFQ Process, and the aggregate amount of damages recoverable against the City for any matter relating to or arising from any act or omission, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, judicial review or otherwise, including any action or claim arising from the acts or omissions, negligent or

otherwise, of the City shall be no greater than the Proponent's cost of preparing its Qualification Submission or \$20,000 (CAD), whichever is less.

B39.3 The City may, at any time and in its sole discretion:

- (a) disqualify any Proponent or Qualification Submission, or disqualify any Team Member, if
 - (i) the Proponent, or any of its Team Members, has been disqualified from another competitive procurement process as the result of any convictions related to inappropriate bidding or procurement practices or unethical behaviour; or
 - (ii) the Proponent or one or more of its Team Members (or one of their Affiliates) has been convicted of carrying out inappropriate bidding or procurement practices or engaging in unethical behaviour in relation to a public sector procurement process in any Canadian jurisdiction;
- (b) consider, in the evaluation of the Qualification Submissions, any instances of poor performance of a Team Member or Key Individual that the City has experienced in its dealings with any of the Proponent, its Team Members or its Key Individuals;
- (c) accept or reject any Qualification Submission or reject all Qualification Submissions;
- (d) disqualify a Proponent in accordance with B21 and B34;
- (e) to disqualify a Proponent if that Proponent or one or more of its Team Members or Key Individuals has, or has failed to disclose, a perceived, potential or actual Conflict of Interest as required by the terms of the RFQ;
- (f) change the Project, including a change in scope;
- (g) cancel this RFQ and reissue the same RFQ or a different request for qualifications document in relation to the Project; or
- (h) cancel or defer this RFQ or the Project at any time.

B39.4 The City's maximum aggregate liability to any Proponent if the City exercises any of the rights in B39.3 shall be governed and limited by the provisions of B39.1 and B39.2.

B39.5 B39.1, B39.2, B39.3 and B39.4 shall survive any cancellation of this RFQ and shall survive the conclusion of the RFQ Process

B39.6 Without limitation to any other rights of the City hereunder, in order to ensure the integrity, openness and transparency of the procurement process, the City may, in its sole discretion,

- (a) impose at any time on all Proponents and any Team Members additional conditions, requirements or measures with respect to bidding or procurement practices or ethical behaviour of the Proponents and Team Members; and
- (b) require that a Proponent and/or any Team Member provide the City with copies of their internal policies, processes and controls establishing ethical standards for its procurement practices and evidence of compliance by the Proponent and all Team Members with such policies, processes and controls.

B39.7 Upon request to the Contract Administrator, the City will offer a debriefing to any Proponent that has not been identified as a Prequalified Party.

B39.7.1 The City is not obliged to debrief Prequalified Parties with respect to their participation in the RFQ Process.

B39.7.2 The information provided to a Proponent in the debriefing will relate solely to that Proponent and its Qualification Submission and not to any other Proponent or Qualification Submission.

B39.7.3 Any information provided by the City in good faith during a debriefing shall not be used against the City or its representatives in any way whatsoever, including in any legal action.

B40. INTELLECTUAL PROPERTY

B40.1 Proponents will be required to represent and warrant that they have the sole and unrestricted right, title and interest or good and sufficient power, authority and right to use any intellectual property they require for performance of their obligations pursuant to this RFQ and will pay all applicable fees associated with the use of such intellectual property including any required licence fees and royalties.

B41. COMPLIANCE WITH AGREEMENT ON INTERNAL TRADE

B41.1 The procurement process will be competitive, fair and transparent and will be consistent with the Agreement on Internal Trade and New West Partnership Trade Agreement (NWPTA) as they apply (or may apply in the future) to the City, and all other applicable federal, provincial and municipal laws, policies and procedures. Proponents should note that the Province of Manitoba is not currently a party to NWPTA.