



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 757-2016

**FOR THE TRANSIT BUS MAINTENANCE AND REPAIR GARAGE EXPANSION
DESIGN – BUILD PROJECT**

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) "**Break Payment**" means the amount determined by the City to be payable to each Proponent for wasted 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 Proponents have expended significant time and effort preparing to respond to the RFP;
- (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**City**" means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (e) "**City Council**" means the Council of the City of Winnipeg;
- (f) "**Commissioning Date**" means that date when construction of the contemplated Project is complete, and the Maintenance Term commences;
- (g) "**Contract**" means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (h) "**Contract Administrator**" means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (i) "**Contractor**" means the person undertaking the performance of the work under the terms of the Contract;
- (j) "**DB**" means design, build;
- (k) "**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;
- (l) "**may**" indicates an allowable action or feature which will not be evaluated;
- (m) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (n) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (o) "**Proponent**" means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (p) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (q) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (r) "**Submission or Qualification Submission**" means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (s) "**Submission Deadline**" means the time and date for final receipt of Submissions;
- (t) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;

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

B2. EXECUTIVE SUMMARY

- B2.1 The City of Winnipeg Public Service is seeking to qualify Design-Build firms and companies, or groups of firms and companies who are interested in designing, constructing, and commissioning an addition to the existing Transit Bus Maintenance and Repair Garage located at 421 Osborne Street. Firms with relevant design-build experience and qualifications for similar garage type projects are encouraged to submit.
- B2.2 The proposed addition will be constructed on the west side of the existing maintenance and repair garage building where an existing parking lot is currently located. Due to the displacement of parking spaces to accommodate the expansion, construction of a new permanent parking lot is also required.

B3. BACKGROUND

- B3.1 The City of Winnipeg Transit Department has provided public transit service to Winnipeg for over 130 years. Transit currently operates a fleet of over 600 buses from three bases in Winnipeg located at 421 Osborne Street, 600 Brandon Avenue and 1520 Main Street. The three bases have parking and bus servicing capabilities, but only the garage at 421 Osborne Street has the infrastructure and equipment for the required bus maintenance and repair. The Transit forty-foot bus fleet has been increasing over the past years and a number of sixty-foot articulated buses have been acquired. The implementation of the Southwest Rapid Transit Corridor and future Corridors promote ridership that necessitates fleet expansion.
- B3.2 The Transit Department has reviewed current maintenance and repair demands and future growth projections and has determined that additional bus maintenance and repair capacity is required.
- B3.3 The expansion will be located at the west end of the existing maintenance and repair garage, and will lengthen the repair track that runs parallel to Brandon Avenue. As a result of the size increase of the building, a new requirement for employee parking must be satisfied.
- B3.4 The procurement will be turnkey and will include all necessary equipment and fixtures for a functional maintenance and repair garage at the completion of the Contract. The expansion is expected to be approximately 60,000 to 65,000 SF. in size.
- B3.5 The expansion must achieve at least LEED Silver Certification through the Canada Green Building Council.
- B3.6 The expansion project must be staged to ensure that operations in the existing maintenance garage are not impeded during the construction project.
- B3.7 The Transit Department has received Council approval for Capital Budget funding for a major project component of the Transit Building Replacement/Refurbishment project. The specific project scope and budget must be approved by Council before the procurement of the building expansion can proceed.
- B3.8 This project will be delivered through a Design-Build process.

B4. WINNIPEG

- B4.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.
- B4.2 The City of Winnipeg is the Capital city of the Province of Manitoba with 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.
- B4.3 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.
- B4.4 The administrative structure for the City is a Chief Administrative Officer (CAO) providing overall supervision for the following departments: Corporate Finance, Assessment and Taxation, Internal Services, Community Services, Fire Paramedic Service, Winnipeg Police Service, Public Works, Transit, Water and Waste, and Planning, Property and Development.
- B4.5 Since 1992, overall municipal government revenues have not changed significantly. However, there has been a shift. Taxation revenues have decreased and fees and charges have increased. Property and business taxes made up 51% of the City's revenues in 1992. In 2003, these same revenues accounted for 43% - a \$66 million reduction. During this same period, user fees and charges increased from 25% to 31% of City revenues – a \$66 million increase.
- B4.6 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/Departments/>

B5. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B5.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents to design, construct, and commission an expansion to the existing Transit bus maintenance and repair garage located at 421 Osborne Street.
- B5.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B5.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and intends to shortlist up to five (5) of the most qualified Proponents to participate in the RFP process. The firm ultimately selected by the City will provide full services for the design and construction of the project.

B6. SCOPE OF WORK

- B6.1 The Work to be done under the proposed Contract shall consist of the design, construction and commissioning of a bus maintenance and repair garage expansion with a general scope as follows:
- (a) Maintenance space to accommodate approximately 12 - forty foot and 6 – sixty foot articulated buses. The maintenance function will generally include full refurbishment and overhaul, bus body and engine repair and general maintenance.

Equipment will generally include in-ground lifts, compressed air, exhaust systems, fall arrest and fluid distribution.

- (b) Space to accommodate approximately 3-forty foot and 1 – sixty foot articulated buses for general body preparation and painting, curing and drying. Equipment will generally include paint and prep booths, paint storage and mixing, compressed air, exhaust systems, and fall arrest.
- (c) Ancillary shop, office and storage spaces to support the maintenance and repair operation. Equipment will generally include new/existing shop equipment; overhead crane systems, fluid storage tanks and storage racking.
- (d) Upgrade of the existing main electrical service feed including the upgrade and replacement of the existing electrical distribution panels and provision of back-up generation capability for the 421 Osborne Street Transit campus;
- (e) New parking lot area to be constructed adjacent to the 421 Osborne Street Transit Campus. The details of the property(ies) for parking will be confirmed at the RFP phase.
- (f) The anticipated area for the proposed addition is approximately 60,000 to 65,000 SF.

B6.2 The major components of the design and construction work by the successful Proponent of the Request for Proposals (RFP) will include but not be limited to the following:

- (a) Site survey to finalize the required offsets from adjoining properties and to mark the location of underground services required for or impacted by construction;
- (b) Relocate existing underground services as required;
- (c) Design submission with review by the City at the RFP submission and 99% completion;
- (d) Provide a preconstruction public open house to inform area residents of the final design of the facility and measures taken to address any concerns expressed at open houses and stakeholder meetings carried out prior to the RFP phase;
- (e) Carry out detailed site reconnaissance activities to document existing building conditions, systems and information required for the detailed design of the facility;
- (f) Prepare documents suitable for permits and construction for all architectural, civil, structural, mechanical, electrical, plant equipment, site services, traffic and landscaping elements in conformance with the functional space program and design guidelines. Such services are to be provided by professionals registered in the Province of Manitoba;
- (g) Secure and pay for all permits, approvals, inspections and certifications required for the construction of the facility;
- (h) Supply all materials, manuals, training, commissioning equipment, labour, management and supervision to construct and commission the facility;
- (i) Supply necessary management and labour resources, tools and equipment to ensure the timely completion of the project within the timelines outlined in the Contract and the price bid;
- (j) Provide warranty repair service for all building components and equipment during the one year warranty period;
- (k) Design and construct the bus maintenance and repair garage expansion in accordance with the requirements outlined in the RFP, including obtaining LEED Silver Certification.

B7. GENERAL CONDITIONS

B7.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.

B7.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

B8. PROJECT SCHEDULE

B8.1 The City intends to complete the evaluation of the Qualification Submissions by September 28, 2016 and proceed with the issuance of an RFP by October 6, 2016.

B8.2 Details on the RFP schedule will be provided to the Proponents at the completion of the RFQ stage. The City intends to complete the RFP stage by December 28, 2016.

B8.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Process	August / September 2016
2. Evaluation/Shortlist of Proponents	September 2016
3. RFP Process	October to December 2016
4. Evaluation/Selection of Proponent	January 2017
5. Award/Preparation of Contract Drawings	January 2017
6. Construction	January 2017
7. Substantial Completion	March 2018
8. Total Completion	June 2018

B9. PROCUREMENT PROCESS

B9.1 The first stage of the procurement process for the Project is this RFQ. The City intends to shortlist up to five (5) of the most qualified Proponents to participate in the RFP process.

B9.2 Following completion of the RFQ stage, Proponents will be invited to provide detailed proposals in response to an RFP that will be structured following best practices used in other Canadian jurisdictions. The RFP will include several submission stages related to technical, financial and, if needed, innovation components. The City will evaluate the detailed proposals received from the Proponents and select the preferred Proponent for the purposes of concluding the Contract.

B9.3 Details on the RFP process will be provided to the Proponents at the completion of the RFQ stage.

B9.3.1 The RFP will include requirements for the following:

- (a) Performance security in the amount of 50% of the contract value from the award of the contract to the completion of the warranty period;
- (b) A fixed price to design, construct and commission the work in accordance with the requirements of the RFP. The fixed price will not be changed unless the City changes the scope of the Project;

B9.4 An honorarium for proposal development costs of \$20,000 will be paid to each of the unsuccessful Proponents 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.

B9.5 The preferred Proponent will not be paid the honorarium and it is anticipated that the preferred Proponent will pay the unsuccessful Proponents.

- B9.6 In the event that the City cancels the current procurement process for any reason, after issuance of the RFP, and after Proponents have incurred significant costs developing their proposals, the City will pay a Break Payment to each such Proponent of up to \$20,000 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).
- B9.7 The amount of the Break Payment will be proportionate to the amount of work completed and scheduled time expired for the RFP procurement process with maximum possible entitlement where cancellation occurs after final proposals have been submitted at the end of the RFP process.
- B9.8 Upon completion of the RFP stage, the City's Project Team intends to provide City Council with a recommendation for award of the Contract. Award of the Contract to the recommended contractor will be subject to final approval by City Council.

B10. DISCLOSURE

- B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure.
- B10.2 The Persons are:
- (a) Number Ten Architectural Group (OA/PM Consultant; Architectural)
 - (b) Smith & Anderson (OA/PM Consultant; Mechanical, Electrical)
 - (c) WSP Group (OA/PM Consultant; Civil, Structural, Surveying, Geotechnical)
 - (d) MMM Group (OA/PM Consultant; Traffic/Transportation, Planning, Environmental)
 - (e) HTFC (OA/PM Consultant; Landscape Architecture)
 - (f) Footprint (OA/PM Consultant; LEED Consultant)
 - (g) Sever Lupu Cost Consultants (OA/PM Consultant; Cost Consulting)

B11. ENQUIRIES

- B11.1 All enquiries shall be directed to the Contract Administrator identified in B12.
- B11.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.
- B11.3 If the Proponent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B11.4 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B11.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B11.6 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B11.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B10 unless that response or interpretation is provided by the Contract Administrator in writing.

B12. CONTRACT ADMINISTRATOR

B12.1 The Contract Administrator is Colliers Project Leaders represented by:

Kevin Sim, P.Eng, PMP, LEED Green Associate
Senior Project Manager

Telephone No. 204-956-4055 ext.111

Email Address: kevin.sim@colliersprojectleaders.com

B13. ADDENDA

B13.1 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.

B13.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

(a) 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>

B13.2.1 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.

B13.3 The Proponent should acknowledge receipt of each addendum on Form A: Request for Qualification Application.

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Proponents must not include among their team, any business entity or individual who is, or is associated with, in any way, any consultant retained by the City in relation to the Project, including but not limited to consultants providing engineering, architectural, legal, process, finance or financial capacity advice or any Person likely to create a conflict of interest or a perception of conflict of interest.

B14.2 If a Proponent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Proponent should fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

B14.3 The Proponent declares that in submitting its response to this RFQ, it does so in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect, as a result of the Proponents participation in this Project.

B14.4 Failure to comply with this provision may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B15. CONFIDENTIALITY AND PRIVACY

- B15.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the 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.
- B15.2 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.
- B15.3 To the extent permitted, the City shall treat all 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.
- B15.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.
- B15.5 All information will become and remain the property of the City; none will be returned. If the application contains any proprietary or trade secret information, said information must be indicated as such.

B16. NON-DISCLOSURE

- B16.1 Proponents must not disclose any details pertaining to their RFQ 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.
- B16.2 Proponents are advised that an attempt on the part of any Proponent or any of its employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFQ solicitation, may lead to disqualification.

B17. NO COLLUSION

- B17.1 Upon making a Submission to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.
- B17.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B18. NO LOBBYING

B18.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B19. ELIGIBILITY

B19.1 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Proponent participating in this RFQ or subsequent RFP.

SUBMISSION INSTRUCTIONS

B20. SUBMISSION DEADLINE

B20.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 16, 2016.

B20.2 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 B20.1.

B20.3 Qualification Submissions will not be opened publicly.

B20.4 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.

B20.5 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.

B20.6 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B20.7 Qualification Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B21. QUALIFICATION SUBMISSION

B21.1 The Qualification Submission shall consist of the following components:

- (a) Form A: Request for Qualification Application (Section A) in accordance with B22; and
- (b) Insurance and Bonding (Section B) in accordance with B23.

B21.2 The Qualification Submission should also consist of the following components:

- (c) Design-Builder's Qualifications (Section C) in accordance with B24;
- (d) Relevant Experience (Section D) in accordance with B25;
- (e) Design Consultant Team (Section E) in accordance with B26; and
- (f) Quality Assurance and Safety Programs (Section F) in accordance with B27.

- B21.3 Further to B21.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B21.4 Further to B21.2 all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B21.5 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B31.1(a)
- B21.6 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- B21.7 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

Format

- B21.8 Proponents should submit one (1) unbound original (marked "original") and five (5) copies plus one (1) copy in an electronic file (PDF) format on a digital data transfer device (i.e. USB stick). If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.
- (a) Each requirement should be addressed in a separate section clearly marked with the corresponding letter;
 - (b) Each submission shall be limited to a total of forty-five (45) pages (standard 8.5x11 "), using a printing font with a 12 pitch. Any graphics included should be contained within the specified amount of pages. Information contained in appendices to the RFQ submission will not count against the page limit; however will not be considered in the formal evaluation.
- B21.9 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

B22. FORM A: REQUEST FOR QUALIFICATION APPLICATION (SECTION A)

- B22.1 Further to B21.1(a), the Proponent shall complete Form A: Request for Qualifications Application, making all required entries.
- B22.2 Paragraph 2 of Form A: Request for Qualifications Application shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B22.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B22.2.
- B22.3 In Paragraph 3 of Form A: Request for Qualifications Application, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.
- B22.4 Paragraph 7 of Form A: Request for Qualification Application should be signed in accordance with the following requirements:

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

B22.5 The name and official capacity of all individuals signing Form A: Request for Qualification Application should be printed below such signatures.

B22.6 All signatures should be original.

B22.7 If a Submission is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Submission, shall be both jointly and several.

B23. INSURANCE AND BONDING REQUIREMENT (SECTION B)

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 the work.
- (i) The Proponent shall be responsible for deductibles up to \$50,000 per occurrence except for flood and water damage losses of \$100,000.
- (b) All risks property insurance policy for the full replacement cost insuring the existing structures while under renovation for the transit bus maintenance and repair garage expansion Project. The Proponent shall be held responsible for any damage to the existing structure sustained as a result of their Work for deductibles up to \$250,000.
- (c) Wrap-up liability insurance in an amount of no less than twenty-five million dollars (\$25,000,000) inclusive per occurrence and twenty-five million dollars (\$25,000,000) general aggregate, covering bodily injury, personal injury, damage to existing structure, 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 Proponent shall be responsible for deductibles up to \$50,000 maximum of any one loss.
- (ii) The City will carry such insurance to cover the City, the Proponent and all sub-consultants and contractors and sub-contractors as insured's. Provision of this insurance by the City is not intended in any way to relieve the Proponent 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 Proponent.
- (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 twenty-four (24) months completed operation coverage which will take affect after Total Performance.

B23.2 Further to **Error! Reference source not found.**, the Proponent shall exhibit insurability and 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 twenty-four (24) months after completion.
- (b) Contractor's pollution liability (CPL) insurance in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual 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 Proponent operations and completed operations. Such policy to name the City as additional insured and remain in place for a minimum of twelve (12) 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 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.

B23.3 Deductibles shall be borne by the Proponent.

B23.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

B23.5 The successful Proponent shall provide the Contract Administrator with evidence of insurance as outlined in B23.2 within 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.

B23.6 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.

B23.7 All parties covered under the wrap up insurance shall continue to carry general liability for two (2) years (or warranty period) whichever is greater.

B23.8 Final details about the insurance requirements will be set out in the Request for Proposals.

B23.9 Each Proponent shall include with their submission a Consent of Surety, from a company carrying a business in Canada and acceptable to the City, for a 50% performance bond and 50% labour and materials bond to an amount appropriate for the project described in Section B6.

B24. DESIGN BUILDER'S QUALIFICATIONS (SECTION C)

B24.1 Further to B21.1, the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) by providing:

- (a) Full legal name;
- (b) Ownership (i.e. name of parent company);
- (c) Length of time in business;
- (d) Names and titles of directors, officers, partners and principals;

- (e) Number of employees;

B24.2 Include a complete narrative description about the Proponent's firm. Information should include:

- (a) Proponent's areas of design-build specialization;
- (b) Firm(s) history;
- (c) Honours and awards;
- (d) Location of home and branch offices;
- (e) A list of all its major design-build projects underway at the date of the response;
- (f) A general list of projects (including design-build) completed in the last 5 years;
- (g) A general list of industrial garage and/or vehicle maintenance/repair type (inclusive of plant and maintenance equipment supply, installation and commissioning) projects completed in the last 10 years
- (h) Proposed personnel for project management and site supervision for this project including relevant project and years of experience.

B25. RELEVANT EXPERIENCE (SECTION D)

B25.1 Further to B21.2(d), the Proponent should describe its relevant experience during the last ten (10) years constructing design-build projects similar in size, scope and nature to the City's proposed bus maintenance and repair garage expansion including a history of its on-schedule and on-budget performance of such projects.

B25.2 The Proponent is to provide a written narrative with respect to 3 relevant projects, preferably ones on which the proposed design consultant provided the design services. A relevant project is one which best exemplifies your qualifications for this Project. Examples must include design-build projects of similar size and scope. Examples of large industrial vehicle maintenance and repair facilities, including the plant and maintenance equipment supply, installation and commissioning are highly desirable. Descriptions must contain the following information:

- (a) Name of project;
- (b) Type of building(s);
- (c) Project location;
- (d) Total contract value with breakout for management, design and construction;
- (e) Project description, including an outline of the similarities to these projects in terms of size, cost, time, industrial facility functional requirements, sustainable features, (LEED);
- (f) Describe the services your firm provided;
- (g) Indicate which Team Members were actually involved in the project and specify their role;
- (h) Provide a statement acknowledging if the project was completed on time/on budget;
- (i) Provide a few illustrative photographs or renderings, if available;
- (j) Provide a client reference and current phone number.

B26. DESIGN CONSULTANT TEAM (SECTION E)

B26.1 Further to B21.2(e), the Proponent must identify the design consultants and provide general information about the Consultants and provide evidence of the expertise and experience of the architect, civil, mechanical, structural, electrical, IT/communications, security, and equipment design expertise. Include at least the following:

- (a) Full legal name;
- (b) Ownership (i.e. name of parent company(ies));
- (c) Availability for this project schedule;
- (d) Length of time in business;
- (e) A list of similar projects completed within the past 10 years;
- (f) Description of role with respect to the project.
- (g) Understanding of and experience with local climate, work forces, procedures, governmental and authorities having jurisdiction;
- (h) Description of prior work relationships with construction teams generally;
- (i) Experience with the design and constructability of industrial garage and/or vehicle maintenance/repair type (inclusive of plant and maintenance equipment supply, installation and commissioning) projects.

B26.2 The Proponent is to provide a description of each team member's experience during the last ten (10) years in delivering design-build projects similar in size, scope and nature of the project, including a history of its on-schedule and on-budget performance of such projects. The Proponent is to provide a written narrative, supported by drawings, renderings and/or photographs, with respect to three reference projects for the design consultant, preferably ones on which the design consultant provided design services to the Proponent as design-builder, containing the following information:

- (a) Project overview, including an outline of the similarities to this project in terms of size, cost, time and functional requirements;
- (b) Duration of the project, key milestones for design, client reviews and construction;
- (c) Scope of the project in terms of base building and fit-up;
- (d) Key service deliverables and special considerations;
- (e) Project challenges, successes and issues;
- (f) Project innovations and improvements;
- (g) Total contract value with breakout for management, design and construction;
- (h) Contact information for each reference project (name, title, telephone number of client contact).

B26.3 The Proponent is to provide a detailed description of its key individuals who will be responsible for each aspect of the design-build project. Any replacements of key individuals must be with individuals with equivalent experience and expertise in design-build projects and will have to be previously approved by the City. Include an organizational chart if necessary to outline the team member roles and line of communication relative to the design-build firm.

B27. QUALITY ASSURANCE AND SAFETY PROGRAMS (SECTION F)

B27.1 Further to B21.2(f), the Proponent should describe its internal policies and procedures for quality control and quality assurance with respect to design and construction and explain how the Proponent's proposed Quality Assurance Program will enhance or bring incremental value to the development and on-going delivery of the project.

B27.2 The Proponent is to provide details of its safety record for the past 5 years, including team safety statistics and an overview of the proposed safety program for the projects.

B27.3 The Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B28. SUBSTITUTIONS

B28.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute Person. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B29. NON-CONFORMING SUBMISSIONS

B29.1 Notwithstanding B21.1, with the exception of B20.4, 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.

B29.1.1 If the 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.

B29.2 If the requested information is not submitted by the time specified in B29.1.1, the Submission will be determined to be non-responsive.

B30. PROPONENT'S COSTS AND EXPENSES

B30.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

EVALUATION

B31. EVALUATION CRITERIA

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

EVALUATION CATEGORY	WEIGHTING (%)
(a) Form A (Mandatory)	Pass/Fail

(b) Insurance and Bonding	Pass/Fail
(c) Design Builder's Qualifications (i) Company Information (ii) General list of projects (iii) General list of similar projects	20
(d) Relevant Experience (i) Narrative description (ii) Reference Project 1 (iii) Reference Project 2 (iv) Reference Project 3	35
(e) Design Consultant Team (i) Team Members Experience (ii) Reference Projects	35
(f) Quality Assurance and Safety Programs (i) Policies and Procedures for QC/QA (ii) Proponent Safety Record	10
Total SCORE	100

- B31.2 Further to B31.1(a), B31.1(b) and B29, the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B31.3 Further to B31.1(c), qualifications shall be evaluated considering the information submitted in reference to the company information, list of projects and list of reference projects similar in size and scope to the project that is the subject of this RFQ.
- B31.4 Further to B31.1(d), experience shall be evaluated considering the information submitted in reference to the Proponent's relevant experience in the past 5 years delivering similar design-build projects and three reference projects.
- B31.5 Further to B31.1(e), the design consultant team shall be evaluated considering the information submitted in reference to the Proponent's design consultant team organization, plan relevant experience in the past 5 years delivering similar design-build projects and three reference projects for key team members.
- B31.6 Further to B31.1(f), the Proponent shall be evaluated considering the information submitted with respect to their quality assurance plan, policies and procedures, safety plan and safety record.
- B31.7 Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B31.8 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.

- B31.9 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 Submission.
- B31.10 Further to B31.3 to B31.6 a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 50% of the points for each category.

B32. NO CONTRACT

- B32.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.
- B32.2 Although it is the intention of the City to establish a short-list of Proponents to participate in the RFP stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to its Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the RFP, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.
- B32.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- B32.4 If the City proceeds to request a more detailed proposal, only to Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:
- (a) only one Submission is received; or
 - (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.
- B32.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B32.6 Following the conclusion of the RFQ process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.