



THE CITY OF WINNIPEG

**EXPRESSION OF INTEREST IN
PARTICIPATING IN A MARKET
SOUNDING**

EOI NO. 134-2024

NEWPCC PRIMARY CLARIFICATION UPGRADE PROJECT

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PART A - REQUEST FOR EXPRESSION OF INTEREST

A1. DEFINITIONS

A1.1 When used in this Expression of Interest:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Calendar Day**" means the period from one midnight to the following midnight;
- (c) "**City**" means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (d) "**City Contact**" means the City's representative throughout the duration of the Expression of Interest who has the authority to act on behalf of the City to the extent expressly provided for in this Expression of Interest.
- (e) "**City Council**" means the Council of the City of Winnipeg;
- (f) "**may**" indicates an allowable action or feature which will not be evaluated;
- (g) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (h) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (i) "**Project**" means the Primary Clarification upgrade at the North End Water Pollution Control Centre (NEWPCC);
- (j) "**Qualified Respondent**" means a Respondent which is capable of bidding on the NEWPCC Primary Clarifier Upgrade Project, originally released under bid Opportunity number 463-2022 as a general contractor.
- (k) "**Respondent**" means any Person or consortium submitting an EOI Submission in response to this Expression of Interest;
- (l) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (m) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (n) "**Submission or Information Submission**" means that portion of the Expression of Interest which must be completed or provided and submitted by the Submission Deadline;
- (o) "**Submission Deadline**" means the time and date for final receipt of Submissions.

A2. BACKGROUND

A2.1 The City of Winnipeg is proceeding with re-tendering NEWPCC Primary Clarification Upgrade Project, originally released under bid Opportunity number 463-2022 posted on MERX. The City expects to deliver the Project under the design bid build process.

A3. PURPOSE OF THE EXPRESSION OF INTEREST DOCUMENT

A3.1 The purpose of this Expression of Interest (EOI) is to identify experienced and capable Respondents whom are familiar with bid opportunity 463-2022 and wish to provide input to aid the City on re-tendering the project.

A3.2 The City invites Qualified Respondents to submit an Information Submission in response to this EOI.

A3.3 After receiving the Submissions to this EOI, the City will review all Submissions received and use the information to make an informed decision which may proceed to further development of specifications in bid opportunity 463-2022.

A4. SCHEDULE

A4.1 The City anticipates conducting market sounding interviews the week of April 1, 2024 via Teams.

A5. SELECTION OF MARKET SOUNDING PARTICIPANTS

A5.1 The City will determine which Respondents are a Qualified Respondent to invite to a market sounding interview at its sole discretion.

A5.2 The City may invite firms who did not respond to this EOI to a market sounding interview at its sole discretion.

A6. NOT A PRE-QUALIFICATION, NOT PART OF THE PROJECT PROCUREMENT PROCESS

A6.1 This EOI is not part of the procurement process for the Primary Clarification Upgrade Project.

A6.2 A response or lack of response to this EOI will have no bearing on a firm's eligibility to participate in the procurement process for the Primary Clarification Upgrade Project.

A6.3 Views or information provided by a Respondent as part of the market sounding process will have no bearing on the Respondent's eligibility to participate in the procurement process for the Primary Clarification Upgrade Project.

A6.4 Whether or not a Respondent is selected for a market sounding interview will have no bearing on the Respondent's eligibility to participate in the procurement process for the Primary Clarification Upgrade Project.

A7. ENQUIRIES

A7.1 All enquiries shall be directed to the City Contact identified in A8.

A7.2 Any Respondent 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 City Contact.

A7.3 If the Respondent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Respondent shall promptly notify the City Contact of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

A7.4 If the Respondent is unsure of the meaning or intent of any provision therein, the Respondent should request clarification as to the meaning or intent prior to the Submission Deadline.

A7.5 Responses to enquiries which, in the sole judgment of the City Contact, require a correction to or a clarification of the EOI will be provided by the City Contact to all Respondents by issuing an addendum.

A7.6 Responses to enquiries which, in the sole judgment of the City Contact, do not require a correction to or a clarification of the EOI will be provided by the City Contact only to the Respondent who made the enquiry.

A7.7 The Respondent shall not be entitled to rely on any response or interpretation received pursuant to A5 unless that response or interpretation is provided by the City Contact in writing.

A7.8 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

A8. CITY CONTACT

A8.1 The City Contact is:
Leah Daniel P.Eng.
Process Engineer, AECOM
Telephone No. (204) 792-0568
Email: Leah.Daniel@aecom.com

A9. ADDENDA

A9.1 The City Contact may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the EOI, or clarifying the meaning or intent of any provision therein.

A9.2 The City Contact 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.

A9.3 Addenda will be available on the MERX website at www.merx.com.

A9.3.1 The Respondent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

A9.4 The Respondent should acknowledge receipt of each addendum on Information Submission.

A10. CONFLICT OF INTEREST AND GOOD FAITH

A10.1 Respondents must not include among their team, any Person 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.

A10.2 If a Respondent 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 Respondent 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.

A10.3 The Respondent declares that in submitting their response to this EOI, it does so in good faith and will disclose to the best of their 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 Respondents participation in this Project.

A10.4 Failure to comply with this provision may result in disqualification of your Submission from the EOI process or, if the City becomes aware of your breach of this provision after the EOI has been issued, disqualification from the subsequent procurement process.

A11. CONFIDENTIALITY

A11.1 Information provided to a Respondent by the City or acquired by a Respondent by way of further enquiries or through investigation is confidential. Such information shall not be used or

disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Respondent before receipt hereof; or
- (b) becomes publicly known other than through the Respondent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

A11.2 The Respondent shall not make any statement of fact or opinion regarding any aspect of the EOI to the media or any member of the public without the prior written authorization of the City Contact.

A12. NON-DISCLOSURE

A12.1 Respondents must not disclose any details pertaining to their EOI in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Respondents shall not issue a news release or other public announcement pertaining to details of their Information Submission without the prior written approval of the City.

A12.2 Respondents are advised that an attempt on the part of any Respondent or any of their employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the City Contact with respect to this EOI solicitation, may lead to disqualification in any subsequent procurement process.

A13. RESPONDENT'S COSTS AND EXPENSES

A13.1 Respondents are solely responsible for their own costs and expenses in preparing and submitting an Information Submission and participating in the EOI, including the provision of any additional information or attendance at meetings or demonstrations of the product(s).

A14. NO CONTRACT

A14.1 By submitting an Information Submission and participating in the process as outlined in this document, Respondents expressly agree that no contract of any kind is formed under, or arises from this EOI, and that no legal obligations will arise. The City will have no obligation to enter into negotiations or a contract with a Respondent.

A14.2 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this EOI at any time.

SUBMISSION INSTRUCTIONS

A15. SUBMISSION DEADLINE

A15.1 The Submission Deadline is 12:00 noon. Winnipeg time, March 25, 2024.

A15.2 The City Contact or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in A15.1.

A15.3 The Information Submission shall be submitted electronically through MERX.

A15.3.1 Information Submissions will **only** be accepted electronically through MERX.

A15.4 Any cost or expense incurred by the Respondent that is associated with the preparation of the Information Submission shall be borne solely by the Respondent.

A16. OPENING OF SUBMISSION AND RELEASE OF INFORMATION

A16.1 Information Submissions will not be opened publicly.

A17. INFORMATION SUBMISSION

- A17.1 The Information Submission should consist of the following components.
- (a) The Respondents:
 - (i) Respondents legal name
 - (ii) Address
 - (iii) Contact person and contact details (email and telephone)
 - (b) Acknowledgement of receipt of each addendum.
- A17.2 All requirements of the EOI should be fully completed or provided, and submitted by the Respondent no later than the Submission Deadline, with all required entries made clearly and completely.
- A17.3 All Submissions received in response to this EOI will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- A17.4 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- A17.5 The Respondent is advised any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- A17.5.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Respondent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.