



THE CITY OF WINNIPEG

RFQ NO. 659-2018A

DESIGN BUILD

OF

NORTH END SEWAGE TREATMENT PLANT (NEWPCC) UPGRADE:

HEADWORKS FACILITIES

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. TERMS AND 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) **“AECOM”** means AECOM Canada Ltd, who is the owner’s advocate engineer for the Project;
 - (b) **“Affiliate”** is as defined in The Corporations Act (Manitoba);
 - (c) **“Break Payment”** means the amount determined by the City to be payable to each Prequalified Proponent 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 Proponents have expended significant time and effort preparing to respond to the RFP as contemplated by and consistent with B10;
 - (d) **“Business Day”** means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday observed by the City;
 - (e) **“Calendar Day”** means the period from one midnight to the following midnight on every day of the year;
 - (f) **“Certificate of Recognition (COR)”** means the Manitoba (COR) certificate and Letter of Good Standing as issued under the COR program administered by the Construction Safety Association of Manitoba (CSAM) or by the Manitoba Heavy Construction Association (MHCA), WORKSAFETY™, COR™ program;
 - (g) **“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;
 - (h) **“City Bid Opportunity 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) **“City Project Team”** is defined in B26;
 - (j) **“Conflict of Interest”** is as defined in B16.
 - (k) **“Construction Team”** means the Proponent Team Member(s) who will plan and perform construction activities for the Project;
 - (l) **“Construction Team Lead(s)”** means the Proponent Team Member(s) that will lead and be responsible for the Construction Team and the construction of the Project;
 - (m) **“Contact Person”** means the person authorized to represent the City in communicating with the Proponent with respect to this RFQ, unless otherwise specified hereinafter;
 - (n) **“Council”** means the Council of the City of Winnipeg;
 - (o) **“DB”** means Design Build;
 - (p) **“Design Build Agreement” or “DBA”** means the contract intended to be entered into between the City and the Design Builder with all its related documents and schedules to be issued for performance of the Project as a result of the procurement process commenced by issuance of this RFQ;

- (q) **“Design Builder”** means the Preferred Proponent who, if selected as a result of the procurement process, commenced by issuance of this RFQ (including the RFP Process), will be in contract with the City for performance of the Project under the terms of the Design Build Agreement;
- (r) **“Design Team”** means the Proponent Team Member(s) who will perform the professional engineering and design role(s) for the Project, and will perform compliance certification of their work;
- (s) **“Design Team Lead(s)”** means the Proponent Team Member(s) that will lead the Design Team and be principally responsible for the engineering and design of the Project;
- (t) **“Final Completion”** means completion of the entire Works of the Project in accordance with the requirements of the Design Build Agreement;
- (u) **“Final Completion Date”** is the calendar date that Final Completion has occurred;
- (v) **“Financial Statement Non-Disclosure Agreement”** means the Financial Statement Non-Disclosure Agreement in the form attached as H-6;
- (w) **“Guarantor”** means the Person providing financial and/or performance support to a Proponent by way of a financial guarantee or a commitment to provide equity or dedicated credit facilities to support the participation of that Proponent in the procurement process and for performance of the Project if the Proponent becomes the Design Builder;
- (x) **“HAZOP”** means hazard and operability study;
- (y) **“Ineligible Person”** is defined in B21, and includes Affiliates of Ineligible Persons, unless the City provides a waiver of ineligibility as set out therein;
- (z) **“Key Individual”** means an individual designated in a Proponent’s Qualification Submission to perform a lead role for the Proponent or its Proponent Team Members;
- (aa) **“may”** indicates an allowable action or feature;
- (bb) **“must”** or **“shall”** indicates a mandatory requirement;
- (cc) **“NEWPCC”** means the North End Sewage Treatment Plant (also known as North End Water Pollution Control Centre) located at 2230 Main Street, Winnipeg, Manitoba;
- (dd) **“Officer”** means an individual authorized by a Person to represent their interests and bind the Person;
- (ee) **“P1”** means P1 Consulting Inc. who is the independent fairness advisor for the Project;
- (ff) **“Person”** means an individual, firm, partnership or corporation, or any combination thereof, or other legal entities and includes heirs, administrators, executors or legal representatives of a person;
- (gg) **“PLC”** means Programmable Logic Controller;
- (hh) **“Preferred Proponent”** means the Prequalified Proponent that is recommended as a result of the RFP Process to be awarded the Project and to enter into the Design Build Agreement with the City, and is designated as such by the City in a formal notice issued to said Prequalified Proponent;
- (ii) **“Prequalified Proponents”** is defined in B5.3;
- (jj) **“Project”** means the North End Sewage Treatment Plant (NEWPCC) Upgrade: Headworks Facilities summarized in B2.6.
- (kk) **“Project Management Team”** means the Proponent and / or Proponent Team Member(s) who will perform the project management roles during the Project;
- (ll) **“Project Management Team Lead”** means the Proponent Team Member that will lead the Project Management Team, and be principally responsible for the Proponent’s overall project management for the Project;

- (mm) **“Proponent”** means the Person(s) who is applying to be a Prequalified Proponent for the purpose of being shortlisted to participate in the RFP Process and, if selected as a result of the procurement process commenced by issuance of this RFQ (including the RFP Process) to be the Preferred Proponent, may enter into the Design Build Agreement with the City to be the Design Builder;
- (nn) **“Proponent Representative”** means the Person authorized by the Proponent to be responsible for the Proponent’s communications with the City with respect to the RFQ and the RFQ Process, identified as such and which signs the declaration Form A-1 (Master RFQ Submission Form);
- (oo) **“Proponent Representative Contact Individual”** means the individual who shall be responsible for all of the Proponent’s communications with the City with respect to this RFQ and the RFQ Process, and shall be identified as such in all communications with the City during the RFQ Process;
- (pp) **“Proponent Team”** means all team members that join the Proponent in the RFQ Process to become prequalified by the City;
- (qq) **“Proponent Team Lead(s)”** means the team member(s) that will lead and be principally responsible for each of the following: the Project Management Team, Design Team and Construction Team;
- (rr) **“Proponent Team Member”** means a Person included in the Proponent Team;
- (ss) **“Proposal Submission Fee”** means the sum of money referred to in B10, payable to certain unsuccessful Prequalified Proponents under the RFP Process under the specific conditions set out in B10;
- (tt) **“Qualification Submission”** is as defined in B5.6;
- (uu) **“Request for Information”** or **“RFI”** is as defined in B12.
- (vv) **“Reserve Prequalified Proponent”** is as defined in B5.8;
- (ww) **“RFP”** means the Request for Proposals in respect of the Project;
- (xx) **“RFP Process”** is defined in B5.4;
- (yy) **“RFP Submission”** is the submission by a Prequalified Proponent provided in response to the RFP;
- (zz) **“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;
- (aaa) **“RFQ”** means the body of this document including appendices to this document, and addenda to this RFQ, if any;
- (bbb) **“RFQ Process”** is defined in B5.3;
- (ccc) **“should”** indicates a desirable action or feature;
- (ddd) **“Submission Address”** means the address for delivery of the Qualification Submissions set out in B29.8;
- (eee) **“Submission Deadline”** means the latest time and date as indicated in B9.3 which is permissible for final receipt of Proponent’s Qualification Submissions;
- (fff) **“Substantial Completion”** means the point at which the Works other than minor deficiencies have been completed in accordance with the requirements of the Design Build Agreement;
- (ggg) **“Substantial Completion Date”** means the date when the Works have achieved Substantial Completion,
- (hhh) **“Technical Requirements”** means the technical representation provided in the RFP consisting of narrative descriptions, narrative and data criteria, specifications, and the like that convey the City’s intent for the scope, quality and performance of the Project;
- (iii) **“Veolia”** means Veolia Water North America (Winnipeg) Inc.;

- (jjj) **“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 by the Design Builder pursuant to the Design Build 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 Design Build Agreement, including all changes in the Work made in accordance with the requirements of the Design Build Agreement; and
- (kkk) **“WSTP”** means the Winnipeg Sewage Treatment Program. The Winnipeg Sewage Treatment Program is an undertaking between the City and Veolia to facilitate various City wastewater treatment projects and programs.

B1.2.1 The aforementioned definitions utilized in this RFQ document are provided for reference during the RFQ Process. When the Design Build Agreement is issued, any conflicts or differences between these definitions and those in the Design Build Agreement will be governed by Design Build Agreement.

B2. BACKGROUND AND PROJECT SUMMARY DESCRIPTION

BACKGROUND

- B2.1 The City of Winnipeg Water & Waste Department has received Council approval to proceed with procurement of the NEWPCC Upgrade: Headworks Facilities Project. The City has decided to proceed with a procurement process using a competitive fixed price DB approach for the delivery of the Project.
- B2.2 The City has engaged Veolia to provide advice and professional services and to assist in the delivery of the Project as a member of the WSTP team. Veolia will be participating in all aspects of procurement and execution of the Project.
- B2.3 The City has engaged AECOM to provide the procurement documents including the technical scope and performance requirements for the Project in order to obtain a detailed technical approach and competitive fixed price proposal from each Prequalified Proponent in the RFP Process.
- B2.4 The following is a summary description of the existing NEWPCC:
 - B2.4.1 The existing NEWPCC liquid train consists of preliminary treatment (a raw sewage pumping station, screening and grit removal), a hauled liquid waste receiving facility, primary treatment, secondary treatment (high purity oxygen reactors and secondary clarifiers) and final disinfection using ultraviolet (UV) light.
 - B2.4.2 The existing sludge stream treatment train consists of anaerobic digesters, sludge storage tanks and centrifuge dewatering of the stabilized sludge (biosolids). The sludge stream treatment train receives sludge from the three facilities owned and operated by the City: NEWPCC, South End Sewage Treatment and West End Sewage Treatment Plants.
 - (a) Biogas produced through the digestion process is stored in a gas storage sphere. Biogas is used to fuel hot water boilers for process and building heating. Excess biogas is oxidized and released using waste gas burners.
 - (b) Centrate from the sludge dewatering process is treated in a sequencing batch reactor system to remove nitrogen before it is returned to the head of the plant. Ferric chloride is added to the sludge stream train and to the centrate for hydrogen sulphide gas control and phosphorus removal.
- B2.5 The NEWPCC power supply project is under construction and may or may not be completed before the execution of this Project. The project consists of the replacement of the existing 66:4.16 kV substation with a new 66:12.47 kV substation and electrical building for distribution.

PROJECT SUMMARY DESCRIPTION

- B2.6 The following is a summary description of the Project. It is not inclusive of all aspects of the Project, and is generally representative of the extent of the scope and intent of the Works. Further details will be described within the RFP.
- B2.6.1 It is anticipated that the Project will consist of a new headworks facility, modifications to the existing primary clarification facility, a new standby power generation facility, migration of the existing plant's distributed control system, non-process items, and decommissioning of some of the existing infrastructure.
- B2.6.2 The new headworks facility is anticipated to include:
- (a) new raw sewage pumping station providing total pumping capacity of approximately 1056 ML/d. The raw sewage pumping station is expected to be about 20 metres below grade. Extensions of existing interceptor sewers with diameters of about 2.4 metres are envisaged. The interceptor sewer extension is anticipated to be about 100 metres long and is likely to require tunneling. The deep excavations and tunnelling are expected to be in firm to soft clays with an underlying bedrock aquifer with artesian conditions;
 - (b) new process equipment such as fine screening and compactors, grit removal system, and dewatering units; and
 - (c) new main control room, including work stations and servers.
- B2.6.3 Modifications to the existing primary clarification system is anticipated to include:
- (a) repairs to the existing primary clarifier flow distribution system;
 - (b) upgrades to the HVAC system and electrical system especially for the existing control chamber building;
 - (c) addition of effluent launder covers for the three circular primary clarifiers and foul air piping to the existing primary clarifier stack; and
 - (d) a new scum pumping and dewatering system.
- B2.6.4 The standby power generation facility;
- B2.6.5 Migration of the NEWPCC control system from a distributed control system to a PLC based control system.
- B2.6.6 Non-process items are anticipated to include:
- (a) ancillary systems – odour control, potable water, non-potable flushing water and instrument air;
 - (b) electrical distribution and transformation;
 - (c) automation systems and control including instrumentation, PLCs, redundant networking and human machine interfaces;
 - (d) water and gas utilities;
 - (e) site work such as:
 - (i) clearing, site preparation, exterior lighting, security, land drainage and associated storage, roadways and parking, security systems, utilities and utility structures, landscaping and fencing; and
 - (ii) site and yard piping such as, re-routing of existing piping and interceptors, widening of existing channel, new overflow pipes and miscellaneous manholes;
 - (f) provision of life safety systems, such as fire and gas detection;
 - (g) mechanical, including boiler plants and air conditioning system; and
 - (h) new tunnel connecting the new headworks facility to the existing basement of the Administration Building for personnel access and service activities.

- B2.6.7 Decommissioning is anticipated to include:
- (a) the existing surge well and discharge chamber;
 - (b) the existing raw sewage pump wells, including piping;
 - (c) the existing grit removal and aeration building; and
 - (d) salvage or disposal of identified equipment and systems.
- B2.7 The Project will be funded through the City's NEWPCC Upgrade: Power Supply and Headworks Facilities capital budget with funds in the approximate amount of four hundred and eight million Canadian Dollars (\$408,000,000 CAD) and anticipated to be completed over a six (6) to seven (7) year period.
- B2.8 It is anticipated that the Project will use milestone payments.

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 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.
- B3.2 For information on City demographics, refer to the City of Winnipeg website at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf
- B3.3 For information related to the City's political structure, refer to the City of Winnipeg website at: <https://winnipeg.ca/council/default.stm>
- B3.4 For information related to the City's administrative structure and services refer to the City of Winnipeg website at: <https://winnipeg.ca/interhom/toc/departments.asp>
- B3.5 For information related to the City's finances refer to the City of Winnipeg website at: <https://winnipeg.ca/finance/default.stm>

B4. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B4.1 The purpose of this RFQ is to identify and prequalify experienced and capable Proponents with their respective Proponent Teams to:
- (a) confirm that there is sufficient interest among suitably qualified participants to proceed effectively with the Project procurement process; and
 - (b) identify a maximum of three (3) Prequalified Proponents to participate in the RFP Process.
- B4.2 The City invites interested Proponents to submit a Qualification Submission in response to this RFQ.
- B4.3 After receiving the Qualification Submissions in response to this RFQ, the City will review and evaluate all Qualification Submissions to select the Prequalified Proponents to be invited to participate in the RFP Process. Only Prequalified Proponents will be invited to submit an RFP Submission and participate in the RFP Process.

B5. PROCUREMENT PROCESS

- B5.1 All communications for the procurement process, all documentation, responses, meetings and presentations will be conducted in the English language.

- B5.2 City objectives for the procurement process and for the Project include the following:
- (a) to conduct a fair, competitive selection process for award of a Design Build Agreement which appropriately allocates risks and rewards between the City and the Design Builder;
 - (b) to complete design, construction and commissioning of the Project to meet the schedule in the Design Build Agreement with the least possible disruption to NEWPCC operations and the public;
 - (c) to obtain an innovative technical approach from the Design Builder that provides the best value possible for public money to be invested in the Project; and
 - (d) to ensure that the Project is designed and built in an efficient and quality manner that:
 - (i) complies with all applicable Canadian and Manitoba codes and regulations;
 - (ii) allows for continuous operation of NEWPCC throughout the duration of the Project;
 - (iii) provides a Project that can be operated safely and maintained at an acceptable cost;
 - (iv) maintains effluent discharge criteria throughout the Project duration; and
 - (v) provides a safe working environment for all parties, including the Design Builder, other contractors at the site, the NEWPCC plant staff, the City Project Team, and the public.
- B5.3 The RFQ is the first stage in the procurement process for the Project. The process set out in this RFQ (the “RFQ Process”) which begins with the issuance of this RFQ is intended, subject to B43, to conclude with identification of the Proponents that will be eligible to participate further in the RFP phase of this competitive procurement process (the “Prequalified Proponents”).
- B5.4 This RFQ will be followed by the issuance of the RFP, which will set out the RFP process (the “RFP Process”). Prequalified 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. It is anticipated that 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 a Preferred Proponent for the purposes of executing the Design Build Agreement.
- B5.5 Upon completion of the RFP Process, the City intends to provide the appropriate award authority with a recommendation of a Preferred Proponent for award of the Design Build Agreement. Award of the Design Build Agreement to a Preferred Proponent will be subject to final approval by the appropriate award authority of the City.
- B5.6 Person(s) providing a Qualification Submission in responding to this RFQ are referred to as Proponents as defined in B1.
- (a) Person(s) indicated in each Qualification Submission who are not the Proponent (such as subconsultants and subcontractors) are referred to collectively, as the Proponent Team, and individually as a Proponent Team Member, all as defined in B1.
 - (b) The Proponent’s submission in response to this RFQ is referred to as a “Qualification Submission”.
 - (c) For ease of reference, both prospective Proponents, as referred to prior to submission, and those Proponents that submit a Qualification Submission are referred to as “Proponents”.
 - (d) A Proponent shall be represented by a Proponent Representative. The Proponent Representative shall have the power and authority to bind the Proponent and all Proponent Team Members for purposes of this RFQ Process.
 - (i) The City shall be entitled to rely on any communication from the Proponent Representative Contact Individual as having been duly authorized by the Proponent to act on behalf of the Proponent and all of its Proponent Team Members.
 - (ii) A Proponent may change its Proponent Representative only by only by a written notice to the Contact Person signed either by:

- (i) the previous Proponent Representative; or
 - (ii) by an Officer of the Proponent whose authority to do so is affirmed to the satisfaction of the City.
 - (iii) The Proponent Representative may substitute a new Proponent Representative Contact Individual only by a written notice to the Contact Person signed either by:
 - (i) the previous Proponent Representative's Contact Individual; or
 - (ii) by an Officer of the Proponent Representative whose authority to do so is affirmed to the satisfaction of the City.
- B5.7 The City intends to select a maximum of three (3) Prequalified Proponents. However, the City may, in its sole discretion, either prior to or after the issuance of the RFP, replace a Prequalified Proponent that has informed the City that it cannot or does not intend to participate in the RFP Process, or if that Prequalified Proponent becomes ineligible to participate based on the provisions of the RFQ or the RFP, with the next highest ranked Proponent.
- B5.8 Each Proponent who is not shortlisted as one of the Prequalified Proponents to participate in the RFP Process, but who is eligible to be added to the list of Prequalified Proponents pursuant to B5.7, becomes a "Reserve Prequalified Proponent". This provision 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 maintain a competitive marketplace during the RFP Process while respecting the principles of fairness to all Proponents.
- B5.9 Upon notification by the City and prior to being added to the selection of Prequalified Proponents to receive the RFP, a Reserve Prequalified Proponent will be required to:
 - (a) confirm in writing, in a form satisfactory to the City, that the Reserve Prequalified Proponent wishes to participate in the RFP Process; and
 - (b) provide the City with confirmations of any material changes pursuant to B44.14 in a form satisfactory to the City; and
 - (c) either,
 - (i) provide the City with a written confirmation that its Proponent Team Members have not changed; or
 - (ii) make application pursuant to requirements of B40, for changing a Proponent Team Member.
- B5.10 The City is committed to a fair and open competitive procurement process while understanding the Proponents' need for protection of confidential commercial information.
- B5.10.1 The City expects to disclose the following information to the public during the RFQ Process:
 - (a) the RFQ; and
 - (b) the number of Proponents and the names of Prequalified Proponents.
- B5.10.2 The City expects to disclose the following information to the public during the RFP Process:
 - (a) the RFP when issued to the Prequalified Proponents;
 - (b) a draft of the Design Build Agreement when first issued to the Prequalified Proponents;
 - (i) the RFP and the draft Design Build Agreement will be redacted to protect sensitive confidential information about the Project and NEWPCC.
 - (c) the name of the Preferred Proponent selected for the Project award, and to enter into a Design Build Agreement with the City; and
 - (d) the contract value after execution of the Design Build Agreement.

B6. DESIGN BUILD AGREEMENT

B6.1 A draft form of Design Build Agreement will be issued with the RFP.

B6.1.1 Each Prequalified Proponent participating in the RFP Process will be afforded at least two (2) opportunities during the RFP Process to provide written comments on the draft form of the Design Build Agreement, and engage in commercial confidential meetings with the City Project Team with respect to the draft Design Build Agreement. Additional meeting time may be arranged at the City's sole discretion.

B6.1.2 Each Prequalified Proponent participating in the RFP process will be afforded at least two (2) opportunities during the RFP Process to engage in technical confidential meetings with the City Project Team with respect to proposed technical innovations or substitutions to the Technical Requirements. Additional meeting time may be arranged at the City's sole discretion.

B6.1.3 The final draft of the Design Build Agreement will be issued by addenda prior to the RFP Submission Deadline and the Prequalified Proponents will be required to base their RFP Submissions on the said final draft of the Design Build Agreement;

B6.1.4 There will be no further negotiations concerning the Design Build Agreement with any Prequalified Proponent following issuance of the final draft Design Build Agreement unless initiated by the City. The only expected changes to the Design Build Agreement will be those required to conform the document to include all RFP addenda items and City decisions during the selection process, to complete the forms, and to append relevant portions of the Preferred Proponent's RFP Submission in order to complete the Design Build Agreement.

B7. DESIGN BUILDER GENERAL SCOPE OF RESPONSIBILITIES

B7.1 The Design Builder's responsibilities in respect of the Project are anticipated to include:

- (a) providing overall project management services to manage and control cost, quality, schedule and safety, contract and subcontract management, and risk management, as well as providing systems for document control, progress monitoring, and progress reporting;
- (b) providing professional services for the planning, engineering, design (certified by professional engineers registered in the Province of Manitoba), surveying, permitting, site investigations, and technical support;
- (c) procurement of materials and equipment (including standardized instrumentation and control equipment from City pre-selected suppliers), construction / installation, subcontracting;
- (d) providing construction management and supervision of trade labour, construction equipment and the procurement and logistics of materials and equipment for the construction;
- (e) providing testing, startup and commissioning services for plant equipment and systems, performance guarantee testing, and commissioning of the Project to meet all Technical Requirements under the Design Build Agreement;
- (f) providing operations and maintenance manuals, including manuals and data for the City asset management system together with operator and maintenance training for plant staff to facilitate ongoing operations and maintenance;
- (g) facilitating the City's plant operations during the implementation of the Project to preserve and maintain safe continuous plant operations within constraints;
- (h) providing operational advisory services for about six (6) months to twenty four (24) months after Substantial Completion; and
- (i) carrying out maintenance of the Works from Substantial Completion until Final Completion.

OPERATIONAL PERFORMANCE REQUIREMENTS

B7.2 The City intends to include operational performance criteria in the Design Build Agreement to ensure that the operating costs as a result of the Project are included as a consideration during design. It is anticipated that the Design Builder will demonstrate the Project meets with these performance guarantee criteria through testing and demonstration periods. The anticipated performance guarantee criteria may include power consumption, and quality of screenings and grit produced.

B8. PROPONENTS' CONFERENCE AND SITE TOUR

B8.1 The City will hold a Proponents' conference and site tour for interested Proponents and their respective Proponent Team Members.

B8.2 Proponents wishing to attend the Proponents' conference are required to notify the Contact Person by email a minimum of five (5) Business Days prior to the date of the conference with each individual's name and company name.

B8.3 The Proponent conference will be conducted at the Red River Community Centre, 293 Murray Ave, Winnipeg, MB R2V 4H8 at the date and time indicated in B9.3.

B8.4 The purpose of the Proponents' conference is to present an overview of the Project and to respond to questions regarding the RFQ and the Project. Attendance at the Proponents' conference is optional. Proponents and Proponent Team Members are encouraged to attend.

(a) Proponents shall not be entitled to rely on any information, written or oral, or any interpretations or opinions offered at the Proponents' conference unless that information or interpretation is provided formally by the City by addendum to the RFQ.

(b) The anticipated agenda for the conference is as follows:

- (i) introductions;
- (ii) safety orientation;
- (iii) Project overview;
- (iv) facilities and processes;
- (v) procurement process overview;
- (vi) procurement schedule;
- (vii) RFQ Process, including RFI procedure;
- (viii) site tour overview;
- (ix) Q&A; and
- (x) wrap-up.

(c) The City may disclose the identification/name of Persons attending the Proponent conference.

B8.5 The site tour will be conducted at NEWPCC, the date and time is indicated in B9.3.

(a) Proponents wishing to attend the site tour are required to notify the Contact Person by email a minimum of five (5) Business Days prior to the date of the site tour with each individual's name and company name.

(b) The City reserves the right to limit the number of attendees per Proponent Team Member.

(c) Attendees for the site tour are encouraged to carpool due to limited visitor parking spots at the site.

(d) Site tour attendees are expected to bring proper Canadian Standards Association compliant personal protection equipment including hard hat, protective footwear, safety glasses and high-visibility vest. Hearing protection will be provided at the tour.

- (e) Temperatures in Winnipeg in March can be cold and Proponents should dress appropriately.
- (f) Photography and video will be permitted on a very limited basis under guidelines provided prior to the site tour. Any individual not complying with such guidelines will be required to leave the site tour.
- (g) Site tour attendees will be expected to walk, climb and descend stairs, ladders, pass through areas with strong odours, service tunnels and other reduced clearance spaces during some portions of the site tour. No spaces defined as confined spaces will be examined or entered.
- (h) Site tours will last approximately two (2) hours. All individuals participating must stay with the tour group during the entire site tour.

B9. PROJECT PROCUREMENT SCHEDULE

B9.1 The City intends to conduct the RFQ Process and RFP Process in accordance with the schedule in B9.3.

B9.2 Further details on the RFP schedule will be provided to the Prequalified Proponents in the RFP.

B9.3 Schedule

Event	Date(s)
Conference	March 20, 2019 2:30pm details included in B8.
Site tour	March 20, 2019 4:30pm details included in B8.
Last day to request permission to participate in more than one Proponent Qualification Submission as set out in B19.4.	April 5, 2019.
Last day for submission of Form H-6 – Financial Statement Non-Disclosure Agreement as set out in B39.4(a).	May 8, 2019.
Last day for submission of information related to eligibility as set out in B21.4.	May 8, 2019.
Last day for submission of information related to early assessment of a Conflict of Interest as set out in B16.4.	May 8, 2019.
Last day for RFIs as set out in B12.1.	May 14, 2019.
Last day for City to issue Addenda as set out in B15.2.	May 22, 2019.
Submission Deadline	June 5, 2019; 4:00 pm Winnipeg time.
Last day for submission of business information as set out in B38.2.	July 25, 2019, 4:00 pm Winnipeg time.
Event	Anticipated Date(s)
Checking of references.	September - October 2019
Shortlist of Prequalified Proponents.	November 2019.
RFP Issue.	January 2020.
Commencement of Work.	December 2020.

B9.3.1 The events and dates set forth in B9.3 are subject to change or cancellation by the City at any time, in its sole discretion.

B10. PROPOSAL SUBMISSION FEE AND BREAK PAYMENT

B10.1 No Proposal Submission Fee or compensation will be paid by the City to any Proponent in consideration of any costs or expenses incurred by a Proponent or its Proponent Team Members in responding to the RFQ or in providing any additional information necessary for the evaluation of its Qualification Submission.

B10.2 It is anticipated that a Proposal Submission Fee for proposal development costs of four hundred thousand Canadian Dollars (\$400,000 CAD) the "Proposal Submission Fee" will be paid to each of the unsuccessful Prequalified 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 Prequalified Proponent's RFP Submission.

B10.3 No Proposal Submission Fee will be provided to the Prequalified Proponent who is the Preferred Proponent and enters into the Design Build Agreement with the City. Notwithstanding the aforementioned, no Proposal Submission Fee will be provided to a Preferred Proponent who fails to enter into the Design Build Agreement with the City not due to any act or omission of the City.

B10.4 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 Proponent of up to four hundred thousand Canadian Dollars (\$400,000 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).

B10.5 Factors in calculating the amount of the Break Payment are expected to include:

- (a) the amount of work completed by a Prequalified Proponent 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.

B10.6 For the avoidance of doubt, if the City cancels the procurement process after issuance of the RFP, a Prequalified Proponent will be eligible to receive a Break Payment only and will not be eligible to receive the Proposal Submission Fee.

B10.7 The City may pay the Proposal Submission Fee for the unsuccessful Prequalified Proponents through the Design Builder.

B10.8 Further details related to the Proposal Submission Fee and Break Payment will be included in the RFP.

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to the Project; these are listed in Appendix A as follows:

- (a) certain Persons provided technical input which informed AECOM in order to develop an indicative design, which will be disclosed during the RFP Process;
- (b) certain Persons provided budgetary pricing information which was used by the City to develop the cost estimates for the Project, which are included in a report to Council and part of the City's public budget; and
- (c) certain Persons provided information or reports, which will be made available during the RFP Process.

- B11.1.1 Accordingly, all information has been or is being disclosed. In the City's opinion, this relationship or association with the Persons listed in Appendix A does not create a conflict of interest because of this full disclosure.
- B11.2 The following individuals provided design build training to City of Winnipeg staff on behalf of the Design Build Institute of America or the Water Design Build Council. This training was of a general nature and did not have any influence on the Project. Accordingly, in the City's opinion, this relationship or association does not create a conflict of interest. The affiliations of the individuals at time of training are as indicated below.
- (a) John Giachino - PC Construction Company, Florida, USA;
 - (b) Rex Huffman - Huffman Consulting LLC, Florida USA;
 - (c) Steven M. Reams - Stites & Harbison PLLC, Georgia, USA;
 - (d) Daniel D. Rawlins - InterDesign, Indiana USA;
 - (e) David Kinchen - Black & Veatch, Georgia, USA;
 - (f) Todd Larson - Black & Veatch, Colorado, USA; and
 - (g) John D Doller - Carollo Engineers, Arizona USA.

B12. REQUESTS FOR INFORMATION

- B12.1 The Proponent Representative Contact Individual shall submit all requests for information or clarification with respect to the RFQ, the RFQ Process, or the Project ("Requests for Information" or "RFIs"), in the RFI Form set out in Appendix B, to the Contact Person identified in B13 by e-mail, no later than the last day for RFIs as indicated in B9.3.
- (a) The City intends to provide all RFIs and the associated responses (without identifying the Proponent or Proponent Team Member that submitted the RFI) to all Proponents by posting RFIs and associated responses to the City Bid Opportunity Website.
 - (b) The City will not answer any RFI, or any other type of inquiry with respect to the RFQ, RFQ Process or Project, that is not submitted in accordance with this provision.
- B12.2 Any Proponent or their Proponent Team Members who have questions as to the meaning or intent of any part of the RFQ or, who believe this document contains any error, inconsistency or omission, should submit a RFI through its Proponent Representative Contact Individual in accordance with B12.1.
- B12.3 Responses to RFIs prepared and provided by the City are not part of the RFQ, and do not amend the RFQ. If, in the City's sole discretion, determines responses to RFIs require an addendum to the RFQ, such addendum will be prepared and provided in accordance with B15.
- 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. CONTACT PERSON

- B13.1 The Contact Person for the Project is Tammy DeFoort of AECOM:

Email: NEWPCCWSTPDB@aecom.com
Attention: Tammy DeFoort

B14. PROPONENT DUE DILIGENCE

- B14.1 This RFQ and the information supplied and/or made available by the City as part of the RFQ Process may not contain all of the information that a Proponent or its Proponent Team Members need in deciding whether to submit a Qualification Submission or needed 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 or made available to the Proponents or their Proponent Team Members in this RFQ or during this RFQ Process with respect to the RFQ or the Project.
- B14.3 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 Proponent Team Member's reliance on or use of this RFQ or any other information, data, materials or documents (electronic or otherwise) provided or made available to Proponents or their Proponent 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 Proponent 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. Each Proponent and each Proponent Team Member is responsible with respect to any information, data, materials, or documents (electronics or otherwise) provided or made available to Proponents or their Proponent Team Members by the City or its advisors during the RFQ Process or with respect to the RFQ or the Project.
- B14.5 Each Proponent and each Proponent 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 City may, at any time prior to the Submission Deadline, issue addenda amending the RFQ, including without limitation correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B15.2 Addenda will be issued at least ten (10) Business Days prior to the Submission Deadline, or the City will extend the Submission Deadline so that a minimum of ten (10) Business Days are available until the Qualification Submission is due.
- (a) Addenda will be available on the Bid Opportunities page at the Materials Management Division's website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
 - (b) Each Proponent is responsible for ensuring that it has received all addenda and is advised to check the City's Materials Management Division's website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B15.3 Each addendum will be considered to form an integral part of the RFQ. 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.
- B15.4 The Proponent Representative Contact Individual should acknowledge and document 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 Proponent and their Proponent Team Members, and including 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 or 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 Design Build 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 that Proponent an unfair competitive advantage.
- B16.3** In connection with its Qualification Submission, each Proponent, Proponent Team Member and Key Individual 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 Contact Person; and
 - (c) provide the City with the proposed means to avoid or 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** If a Proponent believes that a Proponent or a Person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of the Qualification Submission may have a perceived, potential or actual Conflict of Interest prior to the submission of Qualification Submission, then that Proponent should deliver to the Contact Person no later than the last day as indicated in B9.3 all necessary information regarding that perceived, potential or actual Conflict of Interest.
- B16.4.1** The information provided by the Proponent in B16.4 will be used by the City in its assessment of the presence of a perceived, potential or actual Conflict of Interest involving any Proponent or any employee or advisor of the City.
- B16.4.2** The City will provide a response after receipt of the information outlined in B16.4 within ten (10) Business Days.
- B16.4.3** For clarity, all Proponents are still required to submit Form A-3 – Conflict of Interest, Confidential Information and Litigation Declaration as part of their Qualification Submissions.
- B16.4.4** Following submission of its Qualification Submission, if a Proponent discovers any perceived, potential or actual Conflict of Interest, the Proponent shall promptly disclose such Conflict of Interest to the Contact Person.
- B16.5** 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 based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been

avoided or appropriately mitigated and minimized, including requiring the Proponent and/or Prequalified Proponent, 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 avoid or mitigate the impact of such Conflict of Interest.

- B16.6 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 Proponent Team Members or Key Individuals;
 - (b) require the removal and replacement of any Proponent 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 avoided or cannot be mitigated or minimized;
 - (c) disqualify a Proponent or Proponent Team Member or Key Individual that fails to comply with any requirements prescribed by the City pursuant to B16.4 to avoid or to mitigate, manage or minimize a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Proponent Team Members or Key Individuals, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or cannot be mitigated manage or minimize, or otherwise resolved.
- B16.7 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 and Proponent Team Members by the City or acquired by a Proponent or Proponent Team Members by way of further inquiries, 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 Proponents and their respective Proponent Team Members 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 RFQ Process, RFP Process and the Project. Proponents and their respective Proponent Team Members 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 Proponent and Proponent Team Members 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, Proponents and Proponent Team Members are advised that any information contained in any Qualification 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 Qualification Submissions and all information contained therein will become and remain the property of the City; none will be returned. Proponents and Proponent Team Members are advised 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 names of Prequalified Proponents on its website, or otherwise make such names public at the end of the RFQ Process.

B18. NON-DISCLOSURE

- B18.1 Proponents and their respective Proponent Team Members must not disclose any details pertaining to their Qualification Submission and any confidential meetings and interviews in the RFQ Process in whole or in part to anyone not specifically involved in their Qualification Submission, without the prior written approval of the City. Proponents and their Proponent Team Members 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, which consent may be withheld in the City's sole discretion.
- 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 Proponent Team Member's breach of these provisions after the RFP has been issued, from the RFP Process.

B19. NO COLLUSION

- B19.1 Upon making a Qualification Submission to this RFQ, each Proponent declares that they and their Proponent Team Members 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 Proponent Team Members.
- B19.2.1 Proponents and their Proponent Team Members shall not engage in discussions or other communications with any other Proponent or its respective Proponent Team Members regarding the preparation or submission of their responses to this RFQ.
- B19.2.2 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 Proponent, including its Affiliates, cannot submit more than one (1) Qualification Submission. A Proponent Team Lead, specifically, the Project Management Team Lead, Design Team Lead and Construction Team Lead, including their respective Affiliates and all Key Individuals cannot participate as part of more than one (1) Proponent or Proponent Team in any capacity, except as indicated in B19.4.
- B19.4 The City may, in its sole discretion, permit a Proponent Team Member or Key Individual to participate in the Qualification Submission of more than one Proponent if the Proponent applies for such permission by notifying the Contact Person not later than the day set in B9.3 with such notice including a supporting explanation and documentation demonstrating to the City's satisfaction that:
- (a) the Proponent Team Member or Key Individual in question is a specialist contractor or consultant or Key Individuals for which there is a shortage of such specialist contractors or consultants or Key Individuals; and
 - (b) the Proponent Team Member in question is not and will not be a Proponent Team Lead for the other Proponent.
- B19.4.1 If the City exercises its discretion pursuant to B19.4, the City may, in its sole discretion:
- (a) impose conditions on Proponents with respect to the Proponent Team Member or Key Individual in question; and
 - (b) prohibit Proponents and Proponent Team Members from entering into agreements that oblige a Proponent Team Member or Key Individual to agree to provide services exclusively to a particular Proponent or Proponent Team Member.
- B19.4.2 The City will provide a response after receipt of the information outlined in B19.4 within ten (10) Business Days.

B19.5 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 Proponent Team Member after the RFP has been issued, disqualification from the RFP Process.

B20. NO LOBBYING

B20.1 Any form of political or other lobbying whatsoever by a Proponent or its Proponent Team Members in relation to the Project or with a view to influencing the outcome of the RFQ or RFQ Process is strictly prohibited.

B20.2 Other than as expressly permitted or required in this RFQ, any contact or attempted contact by any Proponent or any Proponent Team Member, or any of their respective representatives, with the following Persons, directly or indirectly, with respect to the RFQ, the RFQ Process or the Project is prohibited:

- (a) any Person employed or engaged by the City, other than the Contact Person;
- (b) any member of the evaluation committee;
- (c) any expert or advisor assisting the City or the evaluation committee;
- (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) the Province of Manitoba Sustainable Development (including any Person employed or engaged by same).

B20.3 Failure to comply with any of the provisions of B20 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 Subject to B21.5, no Persons involved with the City, or acting as a consultant or subconsultant to the City with respect to the 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 or Proponent Team Member participating in this RFQ Process or subsequent RFP Process ("Ineligible Person(s)").

B21.1.1 As a result of their involvement in the Project, the Persons listed in B26.2 are Ineligible Persons.

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 B26.2. Breach of this B21.1 may result in disqualification of the affected Proponent or Proponent Team Member from all further participation in the RFQ Process.

B21.2 Affiliates of an Ineligible Person are not eligible to participate as a Proponent or Proponent Team Member without the prior written consent of the City.

B21.3 The City may, in its sole discretion, provide its prior written consent for an Ineligible Person that is not listed in B26.2 to participate for or on behalf of any Proponent or Proponent Team Member, or provide advice or services to a Proponent or Proponent Team Member with respect to any part of the RFQ Process provided such Person formally contacts the City Contact Person and requests such consent on the basis that its involvement in the Project was not sufficiently significant or relevant to the Project at this time to cause a conflict of interest in the procurement process.

B21.4 To request the City's consent, in accordance with B21.2 or B21.3, the Person shall submit the following information to the Contact Person no later than the last day as indicated in B9.3:

- (a) the full legal name of the Person that the Proponent wishes to include as a Proponent Team Member;

- (b) in the case of an Affiliate of an Ineligible Person, 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 avoid or mitigate, manage and minimize, any perceived, potential or actual Conflict of Interest.

B21.4.1 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 avoided or satisfactorily mitigated.

B21.4.2 If the City has determined, in its sole discretion, that the Person has a Conflict of Interest that cannot be avoided or satisfactorily mitigated, managed and minimized, the City will not provide its consent and, for the avoidance of doubt, add the name of the Person to the list of Ineligible Persons.

B21.4.3 The City may, in its sole discretion, provide its consent in accordance with B21.2 or B21.3 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 avoid or 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 Person may have continues to be kept confidential and not disclosed or used except as expressly allowed by the City.

B21.4.4 The City will provide a response after receipt of the information outlined in B21.4 within ten (10) Business Days.

B21.5 A Proponent and a Proponent Team Member that is engaged by the City under the City of Winnipeg's North End Sewage Treatment Plant Power Supply Upgrade project, with the exception of any Person identified in B21.1 and B26.2, are eligible to participate in the procurement process for the Project. In the City's opinion, this relationship or association does not create a Conflict of Interest and is not likely to create a perception of a Conflict of Interest. The NEWPCC Power Supply Upgrade Design Build Project is a separate project from this Project.

B22. FAIRNESS ADVISOR

- B22.1 P1 is the independent fairness advisor that will oversee the procurement process for the Project.
- B22.2 P1's role is to provide third party independent oversight to ensure the procurement process is open and transparent and decisions resulting are fair and consistent with the procurement process evaluation and criteria laid out for the Project in the RFQ and RFP.

B23. INDEPENDENT CERTIFIER

- B23.1 It is anticipated that an independent certifier will be engaged jointly by the City and the Design Builder to provide certification and other related services which will be detailed in the RFP.
- B23.2 The role of the independent certifier will be to act impartially, fairly and independently in carrying out its duties and in representing the interests of both the City and the Design Builder for the duration of the Design Build Agreement.

B24. DESIGN BUILD AGREEMENT SECURITY

- B24.1 The City intends to require the Design Builder to
 - (a) provide and maintain contract security upon execution of the DBA until the expiration of the warranty period, consistent with B39.3.1(b)(i);
 - (b) provide and maintain a labour and material payment bond upon execution of the DBA until one (1) year following the Final Completion Date, consistent with B39.3.1(b)(i); and

- (c) provide a letter of credit in the amount of ten million Canadian Dollars (\$10,000,000 CAD) to be in place as a condition of Substantial Completion and to remain in place until the successful completion of all performance guarantee testing and demonstrations, consistent with B7.2, are performed by the Design Builder and are determined by the independent certifier as meeting all performance guarantee criteria in the Design Build Agreement. The amount, if any, that the City retains from the letter of credit will be calculated based upon the results of the successful completion of the performance guarantee testing and demonstrations and their impact on ongoing operating costs.

B25. INSURANCE

- B25.1 City will provide, pay for and maintain an owner controlled insurance program (OCIP) to remain in place at all times during the performance of the Work, unless otherwise specified below. The City reserves the right to add, delete, revise, and redefine insurance requirements at any time, at its sole discretion, during the RFQ Process or RFP Process.
- B25.2 At this time, the City plans to provide and maintain the following Project insurance coverages:
 - (a) Broad form builder's risk Insurance including testing and commissioning, insuring 100% of the full value of any work until the Substantial Completion Date;
 - (i) The Design Builder shall be responsible for deductibles of fifty thousand Canadian Dollars (\$50,000 CAD) per occurrence except for flood and water damage losses of one hundred thousand Canadian dollars (\$100,000 CAD), and testing and commissioning losses to be defined in the Design Build Agreement.
 - (b) all risks property and equipment breakdown insurance policy for the full replacement cost insuring the existing structures at NEWPCC while under upgrade, expansion or decommissioning for the Project; and
 - (i) The Design Builder shall be responsible for deductibles of two hundred and fifty thousand Canadian Dollars (\$250,000 CAD) for any one loss.
 - (c) Wrap-up liability insurance covering bodily injury, personal injury, property damage and products, professional services exclusion applicable to professionals and damage to existing property not forming part of the Works 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 and no exclusion for sewage treatment plant;
 - (i) The Design Builder shall be responsible for deductibles of fifty thousand Canadian Dollars (\$50,000 CAD) of any one loss.
- B25.3 At this time, its planned that the Proponent, or other parties as stated below, shall exhibit insurability and provide and maintain the following insurance coverage at all times during the performance of the Work:
 - (a) Project specific professional liability insurance in the minimum amount of twenty million Canadian Dollars (\$20,000,000 CAD) per claim and in the aggregate to remain in place during the performance of the Work and for forty eight (48) months after the Final Completion Date. The deductible, fees, premiums and associated broker fees shall be borne by the Design Builder, or Design Team Lead or Design Team members.
 - (b) Project specific contractor's pollution liability (CPL) and pollution legal liability (PLL) (combined form) insurance will be required by the Design Builder or Construction Team Lead(s) in the amount of at least ten million Canadian Dollars (\$10,000,000 CAD) per occurrence ten million Canadian Dollars (\$10,000,000 CAD) 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 or Construction Team Lead(s) operations and completed operations. The policies shall not contain any exclusions for asbestos containing material, lead based paint, or mercury containing components. Such policy to name the City as additional insured and to remain in place for a minimum of thirty-six (36) months following the Final Completion Date;

- (c) Commercial general liability insurance, in the minimum amount of twenty five million Canadian Dollars (\$25,000,000 CAD) inclusive per occurrence twenty five million Canadian Dollars (\$25,000,000 CAD) general aggregate. The said commercial general liability insurance shall include a cross liability clause, 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 work at a sewage treatment plant;
- (d) Automobile liability insurance for licenced automobiles used for or in connection with the Work in the amount of no less than five million Canadian Dollars (\$5,000,000 CAD); and
- (e) Property insurance for equipment and tools used on the Project that may be owned, rented, leased or borrowed.

B25.4 It is currently planned that all deductibles, fees, premiums, and associated broker fees indicated in B25.3(a), B25.3(b), B25.3(c), B25.3(d), and B25.3(e) shall be borne by the Design Builder or Design Team Lead or Construction Team Lead as determined by the applicable insurance coverage(s).

B25.5 All policies must be with insurers licenced to carry on business in the Province of Manitoba with a Best's rating of A-X or higher or S&P equivalent (not applicable to insurance provided by Manitoba Public Insurance).

B25.6 All policies shall be in a form satisfactory to the City and shall be kept in full force during the Work.

B25.7 The Preferred Proponent will be required to cooperate with the City and provide information necessary to obtain the insurance(s) as outlined in B25.2.

B25.8 All Persons covered under the wrap up insurance shall continue to carry general liability insurance for three (3) years from the Final Completion Date.

B25.9 Final details about the insurance requirements will be set out in the Design Build Agreement.

B26. CITY PROJECT TEAM

B26.1 The City Project Team will oversee all aspects of the procurement and execution of the Project.

B26.2 The following firms have been retained by the City to provide specific advice to the City Project Team on technical, financial, fairness, procurement process, project administration and communication issues. The City's advisors are:

- (a) Veolia;
- (b) AECOM in association with Stantec Consulting Ltd., including the following subconsultants:
 - (i) GHD Limited (Calgary AB);
 - (ii) Dr. Jan Oleszkiewicz, P.Eng.;
 - (iii) The Louis Berger Group Inc.;
 - (iv) Northgate CPM Consulting Inc.;
 - (v) ODC Synergy Inc.; and
 - (vi) WPC Solutions Inc.;
- (c) Fairness advisor: P1 Consulting Inc.; and
- (d) Legal advisor: Blake, Cassels & Graydon LLP.

B27. INTELLECTUAL PROPERTY

B27.1 Proponents will be required to represent and warrant that they and their Proponent Team Members 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.

B28. COMPLIANCE TRADE AGREEMENTS

B28.1 The procurement process will be competitive, fair and transparent and will be consistent with the Canadian Free Trade Agreement, The Comprehensive Economic and Trade Agreement and New West Partnership Trade Agreement as they apply (or may apply in the future) to the City, and all other applicable federal, provincial and municipal laws, policies and procedures.

B29. SUBMISSION DEADLINE

B29.1 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 as set out in B9.3 at the Submission Address as set in B29.8.

B29.2 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.

B29.3 The City may, at in its sole discretion, extend the Submission Deadline by issuing an Addendum at any time prior to the Submission Deadline specified in B9.3.

B29.4 Qualification Submissions will not be opened publicly.

B29.5 Qualification Submissions determined by the City's Manager of Materials to have been received later than the Submission Deadline will not be accepted, and may be returned unopened to the affected Proponent, but only upon such Proponent's request and at its sole expense will be returned unopened to the Proponent.

B29.6 Qualification Submissions should be submitted enclosed and sealed in an envelope clearly marked with the RFQ number, Project Name, and the Proponent's name and address.

B29.7 Qualification Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B29.8 Qualification Submissions shall be submitted by mail, courier or personal delivery to:

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

B30. QUALIFICATION SUBMISSION

B30.1 The Qualification Submission **shall** consist of the following Sections:

- (a) Section A - Qualification Application Submission Forms A1 – A3;
- (b) Section G - Business Information; and
- (c) Section H - Financial Information (proponents should note B38.4).

- B30.2 The Qualification Submission **should** consist of the following Sections:
- (a) Table of Contents;
 - (b) Section B - Executive Summary;
 - (c) Section C - Project Organizational Approach;
 - (d) Section D - Past Project Experience;
 - (e) Section E - Qualifications & Experience of Key Individuals; and
 - (f) Section F - Project Management Methodology.
- B30.3 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive Qualification Submission.
- B30.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B41.
- B30.5 Proponents shall prepare their Qualification Submission in the English language and all contents of Qualification Submissions shall be in English. If any Qualification Submission materials appear in any other language, they will not be evaluated.
- B30.6 Proponents should not submit any information other than what is specifically required by this RFQ.

B31. FORMAT AND QUALIFICATION SUBMISSION GUIDELINES

- B31.1 Proponents should provide their Qualification Submission as follows:
- B31.1.1 Submit B32, B33, B34, B35, B36, B37, and B38 (Sections A to G) together as follows:
- (a) one (1) unbound original (marked "original");
 - (b) four (4) bound copies (marked "copy"); and
 - (c) 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.
- B31.1.2 Submit B39, (Section H) separately from B31.1.1 as follows:
- (a) one (1) unbound original (marked "original");
 - (b) four (4) bound copies (marked "copy"); and
 - (c) Form H-6 Financial Statement Non - Disclosure Agreement, if required by the Proponent, in accordance with B39.4.
- B31.2 The Proponent should comply with the following with respect to B31.1:
- (a) Qualification Submissions marked "copy" should be marked on the top right corner of the cover. For instance mark as copy 1 of 4, 2 of 4 etc. for B31.1.1(b);
 - (b) electronic copies on CD-ROM, DVD-ROM or standard USB flash memory drive should be labelled with the RFQ number, Project name, and name of Proponent. Bound copies should be included in 3-ring binders tabbed with names of the required Sections;
 - (i) If more than one binder is necessary for B31.1.1 or B31.1.2, the binders should be labelled 1 of X, 2 of X etc. (X being the total number of binders for that Section).
 - (c) individual maximum page counts are indicated for the executive summary, past project experience form, Key Individuals form, and the project management methodology;
 - (i) There is no maximum page count for the entire Qualification Submission.
 - (ii) **Where maximum page counts are indicated, any material submitted that exceeds the maximum will not be considered in the evaluation.**

- (d) covers of binders should indicate the Project title, RFQ 659-2018 and the name of the Proponent; Qualification Submission pages should be standard size of 21.6 cm x 28 cm (8.5 inches x 11 inches), using double-sided printing where possible, and sized not less than Arial font with a 10 pitch;
- (e) all parts of the Qualification Submission should be clearly legible with numbered pages;
- (f) a double-sided page will count for two (2) pages where a maximum page count is applicable; and
- (g) spreadsheets of size 11 inches x 17 inches may be used for tables and charts where applicable.

B31.3 The City reserves the right to make additional copies of all or parts of Qualification Submissions for its internal review process, and to provide such copies to its staff and advisors.

B31.4 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 in their Qualification Submission how the Proponent is highly qualified to address the particular challenges, requirements, and opportunities of the Project and meet the City objectives.

B32. FORMS A1-A3: QUALIFICATION APPLICATION SUBMISSION FORMS (SECTION A)

B32.1 Further to B30.1, the Proponent shall complete the following forms, making all required entries:

- (a) Form A-1 – Master RFQ Submission Form;
- (b) Form A-2 – Proponent Team Member Consent Declaration; and
- (c) Form A-3 – Conflict of Interest, Confidential Information and Litigation Declaration;

B32.2 The name and official capacity of all individuals signing Form A-1 Master RFQ Submission Form shall be printed below the related signature.

B32.3 If a Qualification Submission is submitted jointly by two or more Persons, the term “Proponent” shall mean each and all such Persons, and the undertakings, covenants and obligations of such Persons in the Qualification Submission shall be both joint and several.

B33. EXECUTIVE SUMMARY (SECTION B)

B33.1 Proponent to limit Section B to a **maximum of five (5) pages**.

B33.2 Each Proponent may utilize the Executive Summary to present, in summary, its Proponent Team capabilities, experience, strengths and the advantages which it brings to the challenges, risks and opportunities of the Project to meet the City objectives. This section should highlight the information already included in a Proponent’s Qualification Submission that the Proponent considers most significant to present in this section.

B34. PROJECT ORGANIZATIONAL APPROACH (SECTION C)

B34.1 Proponents should limit Section C to a **maximum of ten (10) pages**.

- (a) Only the first 10 pages of information required from Section C will be evaluated.
- (b) The page count excludes Forms C1-C5.

B34.2 The Proponent should provide information and include required details of the Proponent and individual Proponent Team Members by completing and submitting the following forms:

- (a) Form C-1 – Proponent Representative and Proponent Representative Contact Individual;
- (b) Form C-2 – Proponent and Proponent Lead Team Member(s) Composition;
- (c) Form C-3 – Proponent Team Members Roles and Responsibilities; and

(d) Form C-4 – Proponent Team Member(s) – Legal Status.

B34.3 The Proponent should provide its proposed Proponent and Proponent Team organizational structure as follows:

B34.3.1 provide an organizational chart of the Proponent and all Proponent Team Members that identifies the name(s) of the Proponent and the Proponent Team Members; role and proposed reporting relationships pertaining to the following:

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

B34.3.2 provide a separate functional organization chart that identifies the personnel in each Proponent Team, performing various organizational functions, indicating their name and employer and personnel reporting relationships.

- (a) The chart should identify all Key Individuals indicated in B36.
- (b) In addition to B34.3.2(a), include all critical personnel, lead engineers/personnel, disciplines, lead trades that the Proponent requires to:
 - (i) manage the Project, such as but not limited to, the quality manager;
 - (ii) design the Project, such as but not limited to, the lead structural engineer;
 - (iii) construct the Project, such as but not limited to, site construction superintendent(s); and
 - (iv) commission the project, such as but not limited to the lead commissioning manager.

B34.4 Describe the relationship to be established by the Proponent.

B34.4.1 If a Qualification Submission is submitted jointly by two or more Persons, the Proponent should indicate the following with respect to the Persons comprising the Proponent and their Proponent Team where applicable:

- (a) a brief description of the Proponent and Proponent Team Members explaining the management structure, interface arrangements, dispute resolution mechanisms, and roles and responsibilities;
- (b) indicate the communication plan among the Proponent and between the Proponent and the Proponent Team members;
- (c) the planning, supervision and decision-making responsibilities of the Proponent, Proponent Team Lead(s) and Proponent Team Members;
- (d) indicate the equity share of the respective Persons;
- (e) indicate the joint and several liability of the Persons;
- (f) indicate the risk allocation plan among the Persons; and
- (g) provide a chart or table that lists the projects where the Proponent and Proponent Team Members have previously worked together, and in what role / capacity.

B34.4.2 If the Qualification Submission is not submitted jointly by two or more Persons, the Proponent should indicate the following:

- (a) a brief description of the Proponent and Proponent Team Members explaining the management structure, interface arrangements, dispute resolution mechanisms including roles and responsibilities;

- (b) the Proponent communication plan and coordination among the Proponent and their Proponent Team;
- (c) the planning, supervision and decision-making responsibilities of the Proponent, Proponent Team Leads and Proponent Team Members;
- (d) indicate the risk allocation plan for the Project among the Persons comprising the Proponent;
- (e) provide a chart or table that lists the projects where the Proponent and Proponent Team Members have previously worked together, and in what role / capacity; and
- (f) describe the commercial relationship(s) to be established between the Proponent and Proponent Team Members.

B34.5 The Proponent should describe the following capabilities or capacities substantiating with projects where applicable:

- (a) approach to ensuring suitable and effective integration of the functions of the Proponent and Proponent Team Members;
- (b) how the Proponent intends to take on the challenge of successfully completing this Project at every stage of the Work and why the City should select their team. Address the advantage that the Proponent and the Proponent Team brings to the City indicating key differences and value proposition; and
- (c) the Proponent's approach to developing a successful working relationship with the City and City Project Team.

B35. PAST PROJECT EXPERIENCE (SECTION D)

B35.1 Proponents should complete Form D-1 – Past Project Experience to demonstrate their similar experience to the Project.

- (a) The Proponent may expand the form to only a **maximum of six (6) pages**.
- (b) Only the first 6 pages of Form D-1 will be evaluated.
- (c) Only narratives for Section D included in Form D-1 will be evaluated.

B35.1.1 Using Form D-1, submit three (3) projects per Proponent Team Member indicated below that demonstrate the criteria as indicated in B35.2, B35.3, and B35.4.

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

B35.1.2 Each form should clearly indicate the Proponent, Proponent Team Leads and/ or Proponent Team Member, identifying their role in each past project experience, and the respective scope of work and services performed.

B35.1.3 The required past projects for each of the Project Management, Design or Construction teams may be submitted by either the Proponent, Proponent Team Leads or Proponent Team Members.

- (a) The same project may be submitted by the Project Management, Design or Construction Teams provided separate Forms are used to demonstrate and address the required role.
- (b) Proponents should not cross reference projects.
- (c) Separate forms are required even if the projects have been used in response to a previous section or for another Proponent Team Member, and even if some of the information or data is repeated on multiple forms.
- (d) The City will not be responsible for unavailable references.

B35.2 Past Projects for the Proponent's Project Management Team will be evaluated according to the following criteria:

- (a) carried out within the last ten (10) years in which the project has reached Final Completion and the warranty period has lapsed;
- (b) large municipal water or wastewater treatment plant; \geq \$100 million CAD;
- (c) municipal water or wastewater treatment plant capacity \geq 200 ML/d average design flow;
- (d) constructed in winter temperatures similar to that of Winnipeg (http://climate.weather.gc.ca/climate_data/daily_data_e.html?StationID=27174) which can be consistently below -20°C for a number of weeks;
- (e) delivered as Design Build or Design Build variation (such as DBO, DBFO, DBFMO and other Public – Private - Partnership (P3) projects) procurement method;
- (f) met project schedules and budgets;
- (g) conducted effective safety health and environmental program; minimum accidents and lost time accidents;
- (h) met project quality objectives;
- (i) maintained compliance on an existing operating wastewater treatment plant project; and
- (j) describes how and when worked together previously with the Proponent and / or Proponent Team Leads and other Proponent Team Members on each indicated past project.

B35.3 Past Projects for the Proponent's Design Team will be evaluated according to the following criteria:

- (a) carried out within the last ten (10) years in which the design aspect has been completed;
- (b) large municipal wastewater treatment plant; \geq \$100 million CAD;
- (c) municipal wastewater treatment plant capacity \geq 200 ML/d average design flow;
- (d) design for projects with construction in winter temperatures similar to that of Winnipeg (http://climate.weather.gc.ca/climate_data/daily_data_e.html?StationID=27174) which can be consistently below -20°C for a number of weeks;
- (e) wastewater influent temperatures of less than or equal to 10 degrees Celsius ($\leq 10^{\circ}\text{C}$);
- (f) delivered as a Design Build or Design Build variation (such as DBO, DBFO, DBFMO and other Public – Private - Partnership (P3) projects) procurement method;
- (g) demonstrates how the team complied with applicable building codes and regulations (if past projects were not located in Canada, Proponent must also demonstrate how the team will familiarize themselves and comply with Canadian building codes and regulations in the execution of the Project, if successful);
- (h) designed similar treatment processes to this Project;
- (i) designed deep pump stations in soft clay and artesian conditions;
- (j) designed upgrades to existing wastewater plant that operate continuously (24/7);
- (k) performed HAZOP or other safety-in-design methodologies;
- (l) incorporated operability and maintainability in the design;
- (m) demonstrated use of quality management system in a DB or DB variation environment;
- (n) designed multiple tie-ins of infrastructure and systems to existing plant; and
- (o) describes how and when worked together previously with the Proponent and / or Proponent Team Leads and/or other Proponent Team Members on each indicated past project.

- B35.4 Past Projects for the Proponent's Construction Team will be evaluated according to the following criteria:
- (a) carried out within the last ten (10) years in which the projects have attained Substantial Completion;
 - (b) large municipal wastewater treatment plant; \geq \$100 million CAD;
 - (c) municipal wastewater treatment plant capacity \geq 200 ML/d average design flow;
 - (d) past projects constructed in winter temperatures similar to that of Winnipeg (http://climate.weather.gc.ca/climate_data/daily_data_e.html?StationID=27174) which can be consistently below -20°C for a number of weeks;
 - (e) delivered as a Design Build or Design Build variation (such as DBO, DBFO, DBFMO and other Public – Private - Partnership (P3) projects) procurement method;
 - (f) demonstrates how the team complied with applicable building codes and regulations (if past projects were not located in Canada, Proponent must also demonstrate how the team will familiarize themselves and comply with Canadian building codes and regulations in the execution of the Project, if successful);
 - (g) planned and managed construction with a large workforce of subcontractors and trades personnel;
 - (h) constructed deep pump station in artesian conditions;
 - (i) constructed in existing wastewater plant that operate continuously (24/7);
 - (j) performed horizontal tunneling in soft clay and artesian conditions;
 - (k) constructed multiple tie-ins of new wastewater infrastructure and ancillary systems into an existing plant;
 - (l) conducted an effective safety health and environmental program; minimum accidents and lost time accidents; and
 - (m) describes how and when worked together previously with the Proponent and / or Proponent Team Leads and other Proponent Team Members on the submitted past projects.

B36. QUALIFICATIONS AND EXPERIENCE OF KEY INDIVIDUALS (SECTION E)

- B36.1 Proponent should complete Form E-1 – Key Individual Qualifications and Experience.
- B36.1.1 Form E-1 may be expanded to a **maximum of six (6) pages per Key Individual** and should include:
- (a) only two (2) past projects and one (1) Form E-1 per Key Individual; and
 - (b) client reference contact information.
- B36.1.2 If one individual is fulfilling multiple key roles, separate forms are required per role to outline the scope of services for each specific role.
- B36.1.3 Only the first two (2) past projects information in the first 6 pages of Form E-1 will be evaluated.
- B36.1.4 Other critical personnel that may be required under the Project should be identified as stated in B34.3.2(b).
- B36.1.5 If any Key Individual role is not being provided, indicate “not being provided” and provide an explanation in the form for how that Key Individual role will be carried out.
- B36.2 Using Form E-1, provide detailed information for each Key Individual indicated below that demonstrates the criteria as indicated in B36.2.1, B36.2.2, B36.2.3, B36.2.4, B36.2.5, B36.2.6, B36.2.7 or B36.2.8:
- (a) Project Management Team:
 - (i) Design Build Project manager.

- (b) Design Team:
 - (i) Project design manager;
 - (ii) Lead hydraulics engineer;
 - (iii) Lead geotechnical engineer;
 - (iv) Lead instrumentation and controls engineer;
 - (v) Lead electrical engineer; and
 - (vi) Lead process mechanical engineer.
- (c) Construction Team:
 - (i) Project construction manager.

- B36.2.1 Past Projects for the Design Build project manager will be evaluated according to the following criteria:
- (a) reflects similar role as Design Build project manager
 - (b) demonstrates using quality management system in a DB or DB variation (such as DBO, DBFO, DBFMO and other Public – Private - Partnership (P3) projects) environment; and
 - (c) includes criteria indicated in B35.4(a) to B35.4(l).
- B36.2.2 Past Projects for the Project design manager will be evaluated according to the following criteria:
- (a) reflects similar role as design manager;
 - (b) carried out within the last ten (10) years in which the design aspect has been completed;
 - (c) large municipal wastewater treatment plant; \geq \$100 million CAD;
 - (d) municipal wastewater treatment plant capacity \geq 200 ML/d average design flow;
 - (e) delivered as a Design Build or Design Build variation (such as DBO, DBFO, DBFMO and other Public – Private - Partnership (P3) projects) procurement method; and
 - (f) demonstrates using quality management system in a DB or DB variation environment.
- B36.2.3 Past Projects for the lead hydraulics engineer will be evaluated according to the following criteria:
- (a) reflects similar role of lead hydraulics engineer;
 - (b) carried out within the last ten (10) years in which the design aspect has been completed;
 - (c) hydraulic design and computation fluid dynamics of a large raw sewage pump station for wastewater treatment capacity \geq 200 ML/d average design flow;
 - (d) demonstrates experience in flow splitting between channels and treatment systems such as screens, grit removal and primary clarifiers;
 - (e) delivered as a Design Build or Design Build variation (such as DBO, DBFO, DBFMO and other Public – Private - Partnership (P3) projects) procurement method;
 - (f) designed upgrades to existing municipal wastewater plant that operate continuously (24/7);
 - (g) performed HAZOP or other safety-in-design methodologies;
 - (h) incorporated operability and maintainability in the design;
 - (i) demonstrates using quality management system in a DB or DB variation environment; and
 - (j) designed multiple tie-ins of infrastructure and systems to existing plant.

- B36.2.4 Past Projects for the lead geotechnical engineer will be evaluated according to the following criteria:
- (a) reflects similar role of lead geotechnical engineer;
 - (b) carried out within the last ten (10) years in which the design aspect has been completed;
 - (c) delivered as a Design Build or Design Build variation (such as DBO, DBFO, DBFMO and other Public – Private - Partnership (P3) projects) procurement method;
 - (d) demonstrates using quality management system in a DB or DB variation environment;
 - (e) excavations with aquifer and artesian conditions and associated solutions;
 - (f) deep excavations in firm to soft clays and associated solutions;
 - (g) excavations where basal heave was a concern with associated solutions; and
 - (h) design for projects with construction in winter temperatures similar to that of Winnipeg
(http://climate.weather.gc.ca/climate_data/daily_data_e.html?StationID=27174) which can be consistently below -20°C for a number of weeks.
- B36.2.5 Past Projects for the lead instrumentation and controls engineer will be evaluated according to the following criteria:
- (a) reflects similar role of lead instrumentation and controls engineer;
 - (b) carried out within the last ten (10) years in which the design aspect has been completed;
 - (c) delivered as a Design Build or Design Build variation (such as DBO, DBFO, DBFMO and other Public – Private - Partnership (P3) projects) procurement method;
 - (d) design of instrumentation and controls for municipal wastewater treatment plant and facilities;
 - (e) demonstrates proficiency in Schneider automation products;
 - (f) demonstrates ability to troubleshoot automation systems;
 - (g) demonstrates ability to manage and supervise systems integration;
 - (h) demonstrates experience in participation in HAZOP or other safety-in-design methodologies and failure mode and effects analysis; and
 - (i) demonstrates experience in migrating existing control system from distributed control system to PLC based system.
- B36.2.6 Past Projects for the lead electrical engineer will be evaluated according to the following criteria:
- (a) reflects similar role of lead electrical engineer;
 - (b) carried out within the last ten (10) years in which the design aspect has been completed;
 - (c) delivered as a Design Build or Design Build variation (such as DBO, DBFO, DBFMO and other Public – Private - Partnership (P3) projects) procurement method;
 - (d) design of electrical systems for municipal wastewater treatment plant and facilities;
 - (e) electrical experience in design of all voltage systems especially voltage systems ≤ 12.47kV;
 - (f) demonstrates knowledge and proficiency in protection systems related to 12.47kV;

- (g) demonstrates ability to design synchronized multi-engine standby generator facilities;
- (h) demonstrates how the Key Individual complied with applicable building codes and regulations (if past projects were not located in Canada, Proponent must also demonstrate how the Key Individual will familiarize himself and comply with Canadian building codes and regulations in the execution of the Project, if successful);
- (i) demonstrates ability to troubleshoot electrical systems; and
- (j) demonstrates critical planning capability with respect to connections in a continuously operating wastewater facility. Such as installation, switching etc.

B36.2.7 Past Projects for the lead process mechanical engineer will be evaluated according to the following criteria:

- (a) reflects similar role of lead process mechanical engineer;
- (b) carried out within the last ten (10) years in which the design aspect has been completed;
- (c) design of municipal wastewater treatment plant capacity \geq 200 ML/d average design flow;
- (d) delivered as a Design Build or Design Build variation (such as DBO, DBFO, DBFMO and other Public – Private - Partnership (P3) projects) procurement method;
- (e) designed similar treatment processes to the Project;
- (f) designed raw sewage pump stations, screening and grit removal systems;
- (g) designed upgrades to existing wastewater plant that operate continuously (24/7);
- (h) performed HAZOP or other safety-in-design methodologies;
- (i) incorporated operability and maintainability in the design; and
- (j) designed multiple tie-ins of infrastructure and systems to an existing plant.

B36.2.8 Past Projects for the Project Construction Manager will be evaluated according to the following criteria:

- (a) reflects similar role of construction manager;
- (b) demonstrates the use of quality management system in a DB or DB variation (such as DBO, DBFO, DBFMO and other Public – Private - Partnership (P3) projects) environment; and
- (c) includes criteria indicated in B35.4(a) to B35.4(l).

B36.3 Provide the following charts or tables:

- (a) a chart or table indicating projects where Key Individuals have previously worked together with other Key Individuals or with other Proponent Team Members, and in what role / capacity.
- (b) a chart where the Key Individuals have worked on the reference projects listed in Form D.

B36.3.1 Proponents will be scored more favorably if their Key Individuals have previously worked together with other Key Individuals or with other Proponent Team Members; and also if they have worked on projects referenced in Form D.

B37. PROJECT MANAGEMENT METHODOLOGY (SECTION F)

B37.1 Proponent should respond to the inquiries indicated in B37.2 to B37.5 by describing the Proponent's, Proponent Team Lead's, or Proponent Team Member's methodology used on past projects.

- B37.1.1** Responses to all the information required in this section **should not exceed thirty (30) pages.**
- (a) Only the first 30 pages of information required from Section F will be evaluated.
- B37.1.2 The Proponent should state each clause the response is associated with (e.g. B37.2(a), or B37.5(a)) and clearly respond below each clause.
- B37.1.3 The Proponent should indicate the name of the Proponent, Proponent Team Lead or Proponent Team Member represented in each response and their respective role.
- B37.1.4 The Proponent or its Proponent Team Members should indicate if they have no experience with a specific item, and explain how they will implement measures to address shortfalls in experience or capacity.
- B37.1.5 Indicate the project owner that the methodology was used.
- B37.1.6 Projects submitted in response to this section may be of any procurement method.
- B37.2 The Proponent should describe and demonstrate the experience of the **Proponent** in leading and providing overall responsibility in a DB or DB variation (such as DBO, DBFO, DBFMO and other Public – Private - Partnership (P3) projects) project:
- (a) provided overall management responsibility for a large wastewater project, (≥\$100 million CAD) and achieved budget and schedule objectives that met or exceeded owner expectations. Indicate key elements that made that project successful;
 - (b) managed operating funds on large projects (≥\$100 million CAD) which required internal financing or lines of credit to normally reimburse subcontractors and suppliers while obtaining only milestone event payments over duration of the project. Indicate example project where performed, financial structure for financial management and lessons learned;
 - (c) established continuous effective communications and coordination with the owner to avoid or mitigate disputes and to keep the owner informed of design, construction commissioning and other activities;
 - (d) provided performance security for a large project (≥\$100 million CAD). Indicate surety requirements and due diligence in providing such security. If co-bonding with another DB or contractor was utilized, explain surety arrangements;
 - (e) provided performance guarantees for wastewater treatment plant performance. Indicate type and performance period for guarantees, and provide the project name and owner reference;
 - (f) developed maintenance strategies and is capable of delivering asset information that includes failure mode effect and criticality analyses and maintenance plans;
 - (g) provided warranty service for a large wastewater treatment plant project (≥\$100 million CAD). Indicate the warranty support approach, including examples of warranty responses;
 - (h) provided owner operator and maintenance training, including scope, materials, methods, documentation, and lessons learned; and
 - (i) provided maintenance services from substantial completion to final completion.
- B37.3 The Proponent should describe and demonstrate the experience of the **Proponent, Project Management Team Lead or a member of the Project Management Team** in planning and executing the overall project management as follows:
- (a) methodology used for identifying, evaluating and pro-actively managing project risks,
 - (b) established and maintained progress in the project schedule, including actions to avoiding delays and methodologies used for corrective action when delays were incurred. Indicate capabilities used in establishing and analysing the project critical path;
 - (c) established communication, coordination and documentation of work activities among the Proponent, Proponent Team Leads, other Proponent Team Members, and the owner;

- (d) implemented a quality management plan including quality planning, control, resolution of non-conformance work, and quality assurance, and lessons learned; and
- (e) implemented an environmental management plan.

B37.4 The Proponent should describe and demonstrate the experience of the **Proponent, Design Team Lead(s) or a member of the Design Team** in planning and executing the project engineering and design for developing effective approaches to the following:

- (a) incorporated safety-in-design principles (e.g. HAZOP) and methods to ensure that the facility was designed with consideration toward safety in construction, and plant operations and maintenance, including examples which demonstrated initiative and innovation;
- (b) incorporate failure mode analysis in design to ensure reliability during operations;
- (c) defined and provided design submittals for owner review and compliance. Explain how submittals were planned, coordinated with the owner, and steps taken to expedite owner reviews to maintain project schedule. Indicate how owner comments were addressed and resolved, including lessons learned;
- (d) administering and processing required permits for large wastewater plant projects including lessons learned to avoid surprises and delays;
- (e) reused existing plant treatment infrastructure and integrating it into the project, including lessons learned to mitigate risks. Address if / when outages and process bypasses were needed to integrate existing infrastructure;
- (f) designed measures and activities into the project that incorporated life cycle costs;
- (g) designed into the wastewater treatment plant a user-friendly, maintainable and reliable operations strategy and control systems, especially for the process systems;
- (h) planned and integrated subconsultant's design deliverables in the overall project design to maintain design quality and avoid design errors and omissions, including lessons learned; and
- (i) performed the role of the Design Team during construction, testing and commissioning by providing technical support and reviewing and validating quality and performance.

B37.5 The Proponent should describe and demonstrate the experience of the **Proponent, Construction Team Lead(s) or a member of the Construction Team** in planning and executing the project construction management and construction for developing effective approaches to the following:

- (a) planned and executed construction tie-ins in an existing continuously operating plant and include lessons learned;
- (b) planned and executed testing and commissioning those tie-ins in an existing continuously operating plant including lessons learned;
- (c) planned and constructed deep excavations ($\geq 20\text{m}$), including excavation, dewatering, shoring, foundation installation, excavation planning, safety management, and quality control;
- (d) resolved quality issues when non-conformance items were identified by the owner, and either re-work or replacement was involved;
- (e) implemented strategies in planning and executing pile driving activities to keep plant staff and local residents advised with minimum disturbance, including lessons learned;
- (f) planned for and provided a safe and secure work environment for trade labour, technical staff, supplier representatives and owner personnel during construction and installation in a continuous operating plant, including lessons learned;
- (g) conducted testing and commissioning of similar wastewater treatment processes and systems for the project, including lessons learned;
- (h) proactively managed suppliers to meet delivery of long lead items; and

- (i) proactively managed subcontractors to meet quality and schedule requirements, and corrected subcontractor performance to address non-performance issues and potential schedule delays, including lessons learned.

B38. BUSINESS INFORMATION (SECTION G)

B38.1 The Proponent shall submit the following information with respect to their Business Information:

- (a) the Proponent or the Proponent Team shall provide evidence(s) of insurability in a form that meets the criteria set out in B25.3 as required. The evidence(s) of insurability must indicate that the insurer(s) is licenced to carry on business in the Province of Manitoba with a Best's rating of A-X or higher or S&P equivalent (not applicable to insurance provided by Manitoba Public Insurance);
- (b) the Proponent Design Team Lead(s) and Design Team members shall submit their current status as holder of a Certificate of Authorization with Engineers Geoscientists Manitoba (EGM) to provide design services within Manitoba or its plan to obtain registration as a practising entity to obtain such certificate;
- (c) the Proponent's Construction Team Lead(s) in the role as defined by the term "Prime Contractor" under The Workplace Safety & Health Act (Manitoba) shall submit either of the following:
 - (i) a copy of their valid Manitoba COR certificate and letter of good standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or;
 - (ii) a copy of their valid Manitoba SECOR™ certificate and letter of good standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (iii) a letter/report from an independent reviewer that confirms that their safety and health certification meets SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™). 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/>.
- (d) If the Proponent's Construction Team Lead(s) comprises more than one Person, the requirements in B38.1 (c)(i) to B38.1 (c)(iii) is applicable to all members of the Construction Team Lead.

B38.2 Proponents and their Proponent Team Members should note the following with regards to their Business Information and ensure the documents are received at the Submission Address as indicated in B29.8:

- (a) the Proponent or Proponent Team Member, as required, in B25.3 shall have until the expiry of a fifty (50) Calendar Day period following the Submission Deadline to submit to the City the document(s) indicated in B38.1(a). Failure to provide the required documents within this timeframe will lead to disqualification of the Proponent from the RFQ Process, at the sole discretion of the City;
- (b) Proponent's Design Team Lead(s) and Design Team member(s) have until the expiry of a fifty (50) Calendar Day period following the Submission Deadline to submit to the City the document indicated in B38.1(b). Failure to provide the required documents within this timeframe will lead to disqualification of the Proponent from the RFQ Process, at the sole discretion of the City; and
- (c) Proponent's Construction Team Lead(s) have until the expiry of a fifty (50) Calendar Day period following the Submission Deadline to submit to the City one of the three documents indicated in B38.1(c). Failure to provide one of the three documents within

this timeframe will lead to disqualification of the Proponent from the RFQ Process, at the sole discretion of the City.

B39. FINANCIAL INFORMATION (SECTION H)

B39.1 Proponents shall complete the following forms:

- (a) Form H-1 – Proponent and Proponent Team Lead(s) Business Information Identification
- (b) Form H-2 – Licenced Financial Institution Credit Reference;
- (c) Form H-3 – Financial Data – Net Worth;
- (d) Form H-4 – Licenced Financial Institution Reference Letter;
- (e) Form H-5 – Surety Reference Letter; and
- (f) Form H-6 – Financial Statement Non – Disclosure Agreement.

B39.2 Each of the following shall demonstrate suitable financial capability to meet obligations required by the Work, a good financial performance history and a strong financial standing:

- (a) the Proponent, including each Person comprising the Proponent if the Proponent is more than one (1) Person;
- (b) each Proponent Team Lead(s) [Project Management, Design and Construction, Team Lead(s)]; and
- (c) parent company guarantee or a Guarantor, if required to meet minimum net worth requirement for the Proponent.
 - (i) Provide evidence of the parent company or Guarantor willingness to provide a guarantee to the respective Proponent or Proponent Team Member.

B39.3 The following financial information shall be submitted pursuant to B39.2:

- (a) a current credit rating report from Dunn and Bradstreet or an equivalent rating agency;
- (b) copies of audited financial statements for each of the last three (3) fiscal years.
 - (i) NOTE: Unaudited financial statements and annual reports or other similar financial information for each of the last three (3) fiscal years may be submitted if audited financial statements are not available. These must be signed by an Officer of each applicable Person indicated in B39.2;
- (c) details of any material off-balance sheet financial arrangements currently in place that represent a liability in excess of one million Canadian Dollars (\$1,000,000 CAD);
- (d) Form H-2 – Financial Institution Credit Reference completed on the letterhead of a licenced financial institution that confirms length of time each required Person, indicated in B39.2, has been a client, and details of the relationship.
 - (i) If the length of time at the current Institution does not equal or exceed five (5) years from the Submission Deadline, additional Form(s) H-2 shall be completed for the remaining period up to the last five (5) years;
- (e) details of any material events that may affect each required Person's, indicated in B39.2, financial standing since the last annual or interim financial statement provided; and
- (f) details of any bankruptcy, insolvency, company creditor arrangement or other major litigation of each required Person, indicated in B39.2, or other insolvency proceeding in the last three (3) financial years, including the current year.

B39.3.1 In addition to B39.3, **only** the Proponent shall submit the following:

- (a) a completed Form H-3 – Financial Data – Net Worth;
 - (i) Minimum net worth requirement of the Design Builder for the Project is fifty million Canadian Dollars (\$50,000,000 CAD).

- (ii) If the Proponent comprises more than one Person, the collective equity of all Persons comprising the Proponent shall each complete and submit a Form H-3 for representing their net worth participation.
 - (iii) If the Proponent cannot meet the fifty million Canadian Dollars (\$50,000,000 CAD) net worth, it must utilize a Guarantor who shall be named and provide the information and data in B39.3. In such case, the Guarantor shall provide a Project Guarantor guarantee (parent guarantee).
 - (iv) If the Proponent comprises more than one Person, it may provide multiple Guarantors that guarantee the respective individual Persons of the Proponent.
- (b) Form H-4 – Licenced Financial Institution Reference Letter and Form H-5 – Surety Reference Letter, completed on the letterhead of a licenced financial institution or a surety as applicable:
- (i) reference from a surety, licenced to do business in Manitoba, indicating the Proponent's ability to obtain performance bond and labour and materials payment bond each in the amount of two hundred million Canadian Dollars (\$200,000,000 CAD) and in a form satisfactory to the City;
 - (ii) reference from a licenced financial institution indicating the Proponent has the capacity to access a minimum of fifty million Canadian Dollars (\$50,000,000 CAD) of debt or equity capital in a timely manner for the purposes of financing obligations of the Work over the Project period (anticipated as 6 to 7 years) and confirm that any other committed or proposed projects will not impair the capacity to access this minimum capital requirement;
 - (iii) reference from a licenced financial institution indicating the Proponent's ability to provide a letter of credit in the amount of two hundred and fifty thousand Canadian Dollars (\$250,000 CAD) against their RFP Submission **or** a reference from a surety licenced to do business in Manitoba, indicating the Proponent's ability to obtain a bid bond in the amount of five hundred thousand Canadian Dollars (\$500,000 CAD) and in a form satisfactory to the City; and
 - (iv) reference from a licenced financial institution indicating that the Proponent has the capacity to provide a letter of credit in the amount of ten million Canadian Dollars (\$10,000,000 CAD), in a form satisfactory to the City, to be in place as a condition of Substantial Completion and until the successful completion of all performance guarantee testing and demonstrations, consistent with B7.2.

B39.3.2 The form of proposal security or contract security will be provided in the RFP.

B39.4 Persons indicated in B39.2 who wish to have the financial statements, referenced in B39.3(b), B39.3(c) and B39.3.1(a), protected by Form H-6 – Financial Statement Non-Disclosure Agreement must comply with the following process:

- (a) execute Form H-6 and submit to the Contact Person identified in B13 by e-mail, no later than the last day for submission of Form H-6 as indicated in B9.3;
- (b) the City will execute Form H-6 and send it back to the required Person(s) by email, no later than ten (10) Business Days prior to the Submission Deadline; and
- (c) Each Person, as appropriate, must enclose the required information in a separately sealed envelope with Form H-6, executed by the appropriate Person and the City, firmly attached to the outside of the envelope.

B39.4.1 In the event that a Person advises that they require a revision to any term(s) of Form H-6 and a fully acceptable non-disclosure agreement cannot be agreed upon by no later than the last day for submission of Form H-6 as indicated in B9.3 (with the City acting in its sole discretion), the associated Proponent may be disqualified from the RFQ Process.

B40. SUBSTITUTIONS

B40.1 A Proponent is not permitted to substitute or remove a Proponent Team Member or Key Individual, or change the role or scope of work of any Proponent Team Member or Key

Individual after the RFQ Submission Deadline without the City's prior written consent. The City may, in its sole discretion, disqualify a Proponent that contravenes this provision.

- B40.2 A Proponent wishing to substitute or remove a Proponent Team Member or Key Individual, or change the scope of work of any Proponent Team Member or Key Individual, shall submit a written request to the Contact Person that sets out, in detail, the proposed change to the Proponent's structure and a justification for such proposed change.
- B40.3 If a Proponent submits a request pursuant to this provision, 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 B45.1(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 based on the following:
 - (i) the replacement of a Proponent Team Member or Key Individual has equal or better qualifications and experience than the original Proponent Team Member or Key Individual; or
 - (ii) the proposed change in scope of work is likely to result in equal or better performance by the Proponent; and
 - (b) if the Proponent's request is submitted after the completion of Step 2 of the RFQ evaluation process (as set out in B45.1(b)), to determine whether the City will, in its sole discretion, consent to the Proponent's request, the City may, in its sole discretion, review the proposed change to assess whether:
 - (i) the replacement Proponent Team Member has equal or better qualifications than the original Proponent Team Member; or
 - (ii) the proposed change in scope of work is likely to result in equal or better performance by the Proponent.
- B40.4 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.
- B40.5 The Proponent must provide written notice to the Contact Person within five (5) Business Days after becoming aware of the following change in circumstance that occurs after the Submission Deadline, and for reasons beyond control of the Proponent or the applicable Proponent Team Member or Key Individual, that there is:
- (a) a requirement to substitute or remove a Proponent Team Member or Key Individual;
 - (b) a material change in ownership affecting any Proponent Team Member ; or
 - (c) a material change to the business of a Proponent Team Member or Key Individual.
- B40.6 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 any of the circumstances described in B40.5.
- B40.6.1 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 Proponent Team Member or Key Individual, for review and approval by the City.
- B40.6.2 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 B40.5.
- B40.7 Subject to the rules that will be contained in the RFP:
- (a) Proponents are cautioned that, as a general principle, the Prequalified Proponents will not be permitted to substitute or remove any Proponent Team Member or Key Individual or to materially change the roles or scope of Work to be performed by any Proponent Team Member or Key Individual from the Proponent Team Members' and Key

Individual's role and scope of work set out in their original Qualification Submissions, without the City's prior written consent; and

- (b) The City may, in its sole discretion, disqualify a Prequalified Proponent that substitutes or removes any Proponent Team Member or Key Individual or materially changes the roles or scope of work of a Proponent Team Member or Key Individual without the City's prior written consent.

B40.8 The City may, in its sole discretion, require a Proponent to remove and/or replace any Proponent Team Member and/or Key Individual pursuant to B16.6. Any such replacement Proponent Team Member and/or Key Individual is at the City's sole discretion, and shall require the City's prior written consent.

B40.9 In exercising its sole discretion pursuant to B40.8, the City may make reference to the evaluation criteria set out in this RFQ and such other criteria as the City may consider relevant.

B41. NON-CONFORMING SUBMISSIONS

B41.1 Notwithstanding B30.1, with the exception of B29.5, if a Proponent's Qualification Submission is not strictly in accordance with any provision of this RFQ, the City may in its sole discretion:

- (a) waive the non-conformance if, in the City's sole discretion, the non-conformance is immaterial; or
- (b) reject the Qualification Submission as non-responsive if, in the City's sole discretion, the non-conformance is material.

B41.2 If the immaterial non-conformance is an omission, administrative error or oversight, the City may, at its sole 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.

B41.3 If the requested information is not submitted by the time specified in B41.2, the Qualification Submission will be determined to be non-responsive.

B42. PROPONENT'S COSTS AND EXPENSES

B42.1 Proponents and Proponent Team Members are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ Process, including the provision of any additional information or attendance at interviews or meetings.

B42.2 Subject to B43.2, the City shall not be liable to pay any costs or expenses of any Proponent or any Proponent 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.

B43. NO CONTRACT AND CITY RIGHTS

B43.1 By submitting a Qualification Submission and/or participating in the process as outlined in this RFQ document, Proponents expressly agree that no offer to contract or 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").

B43.2 Notwithstanding that in accordance with B42.1, this RFQ is not intended to create "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 fifty thousand Canadian Dollars (\$50,000 CAD), whichever is less.

B43.3 The City may, at any time and at its sole discretion:

- (a) disqualify any Proponent or Qualification Submission, if
 - (i) the Proponent or any of its Proponent 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 Proponent 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 Proponent, Proponent Team Member or Key Individual that the City has experienced;
- (c) accept or reject any Qualification Submission or reject all Qualification Submissions;
- (d) disqualify a Proponent in accordance with B21;
- (e) disqualify a Proponent in accordance with B40;
- (f) disqualify a Proponent if the Proponent or one or more of the Proponent Team Members or Key Individuals has, or has failed to disclose, a perceived, potential or actual Conflict of Interest as required by the provisions of this RFQ;
- (g) change the Project, including change(s) in scope;
- (h) cancel this RFQ and reissue the same RFQ or a different request for qualifications document in relation to the Project; or
- (i) cancel or defer this RFQ, or cancel or defer the Project at any time.

B43.4 The City's maximum aggregate liability to any Proponent if the City exercises any of the rights in B43.3 above shall be governed and limited by the provisions of B43.2.

B43.5 B43.1, B43.2, B43.3 and B43.4 shall survive any cancellation of this RFQ and shall survive the conclusion of the RFQ Process.

B43.6 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/or any Proponent Team Members additional conditions, requirements or measures with respect to submission or procurement practices or ethical behaviour of the Proponents or Proponent Team Members; and
- (b) require that a Proponent and/or any Proponent 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 Proponent Team Members with such policies, processes and controls.

B43.7 Upon written request to the Contact Person from a Proponent that has not been identified as a Prequalified Proponent or called upon as a Reserve Prequalified Proponent the City will provide the unsuccessful Proponent with an explanation of the reasons that the Proponent was not selected. The Proponents acknowledge that the information provided to a Proponent will relate solely to that Proponent and its Qualification Submission.

B44. EVALUATION CRITERIA

B44.1 Proponents will have their Qualification Submissions evaluated in accordance with B44.1(a) to B44.1(h) in the Table below. The evaluation of B44.1(c) to B44.1(f) will be carried out to two decimal places. The evaluation committee will evaluate each Qualification Submission based on the extent to which it meets or exceeds the evaluation criteria outlined in the RFQ.

Evaluation Criteria	RFQ Reference	Max Points	Comments
(a) Qualification Application Submission Forms (Section A)	B30.1(a) /B32	Pass / Fail	Provide Forms A-1 to A-3
(b) Executive Summary (Section B)	B33	None	Maximum 5 pages
(c) Project Organizational Approach (Section C)	B34	10.00	Provide Forms C-1 to C-4 Section C is limited to a maximum of 10 pages excluding: <ul style="list-style-type: none"> Forms C-1 to C-4
(d) Past Project Experience (Section D) Project Management Team Design Team Construction Team	B35	30.00 9.00 10.50 10.50	Provide Form D-1 Form D-1 is expandable to a maximum of 6 pages per Proponent Team Member.
(e) Qualifications & Experience of Key Individuals (Section E) Project Management Team Design Team Construction Team	B36	35.00 6.00 22.00 7.00	Provide Form E-1 Form E-1 is expandable to a maximum of 6 pages per Key Individual.
(f) Project Management Methodology (Section F) Proponent Project Management Team Design Team Construction Team	B37	25.00 7.00 6.00 6.00 6.00	Section F is limited to a maximum of 30 pages .
(g) Business Information (Section G)	B38	Pass/Fail	
(h) Financial Information (Section H)	B39	Pass/Fail	Provide Forms H-1, H-2, H-3, H-4 and H-5. Provide Form H-6 (if required) Provide other requested financial information as Indicated.
(i) Total Score		100.00	
(j) Pass Threshold		60.00	

- B44.2 Proponents are cautioned that a Proponent which fails to meet:
- (a) the 60% minimum threshold applicable to the total score set out in B44.1(j) may, as a result, be prevented from becoming a Prequalified Proponent, in the City's sole discretion; and
 - (b) the Pass/Fail threshold applicable to the Financial and Business Information in B38 and B39 respectively will be prevented from becoming a Prequalified Proponent, in the City's sole discretion.
- B44.3 Further to B44.1(a) and B41, 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.
- B44.4 Further to B44.1(b), the information submitted will not be evaluated.
- B44.5 Further to B44.1(c), the Proponent will be evaluated considering the requirements set out in B34; and the information submitted in response to B34.
- B44.6 Further to B44.1(d), the Proponent will be evaluated considering the requirements set out in B35; and the information submitted in response to B35.
- B44.7 Further to B44.1(e), the Proponent will be evaluated considering the requirements set out in B36; and the information submitted in response to B36.
- B44.8 Further to B44.1(f), the Proponent will be evaluated considering the requirements set out in B37; and the information submitted in response to B37.
- B44.9 Further to B44.1(g), the Proponent will be evaluated considering the requirements set out in B38; and providing the required documents by the applicable Proponent Team Member(s).
- B44.10 Further to B44.1(h), the Proponent will be evaluated considering the requirements set out in B39; and the information provided in the required documents to demonstrate that the Proponent and appropriate Proponent Team Members have the financial capacity to undertake the Project.
- B44.11 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 Proponent Team Members.
- B44.11.1 Reference checks may be used to confirm information provided and may not be restricted to only those submitted by the Proponent or Proponent Team Member, and may include organizations representing Persons known to have done business with the Proponent or Team Member.
 - B44.11.2 References submitted by the Proponent or Proponent Team Members are expected not to be employed by any Proponent or any Proponent Team Member or to financially benefit from the reference or success of the Proponent or Team Member in the RFQ and/ or RFP process.
 - B44.11.3 Incorrect or out of date contact information for a reference may negatively impact the evaluation.
 - B44.11.4 References provided by the Proponent or Proponent Team should be able to communicate in English either directly or through a translator.
- B44.12 The City may, in its sole discretion, interview any or all Proponents and Proponent Team Leads and other Proponent Team Members during the evaluation process to provide clarification 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.

- B44.13 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 or Proponent Team Lead(s) to confirm that there have been no material changes to the financial information submitted by the Proponent in its Qualification Submission.
- B44.13.1 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.
- B44.13.2 The City will evaluate the new financial information submitted by the Proponent and may revise the Proponent's score and ranking to reflect the results of that evaluation.
- B44.13.3 If the Proponent's evaluation results in a change in its ranking, or in the Proponent not meeting the pass/fail threshold for B44.1(a), B44.1(g) and B44.1(h) the City may, in its sole discretion, invite a Reserve Prequalified Proponent, based on the rankings in this RFQ Process, to be added to the list of Prequalified Proponents to participate in the RFP Process, replacing the Proponent whose score or pass/fail result was re-evaluated.
- B44.14 During the time period from the Qualification Submission Deadline until the issuance of the RFP, each Prequalified Proponent shall immediately report any material change to the Financial or Business information submitted by that Prequalified Proponent during the RFQ Process and shall resubmit the applicable Financial information and Business Information as originally required by the terms of the RFQ, and the City will evaluate such re-submitted information.
- B44.15 If the Financial or Business Information submitted in B44.14 results in the Prequalified Proponent not passing the Pass/Fail criteria for Financial or Business Information, the City may, in its sole discretion, invite a Reserve Prequalified Proponent, based on the ranking in the RFQ Process, to replace the Proponent whose score or Pass/Fail status was re-evaluated and failed pursuant to the added Financial or Business Information as evaluated by the City.
- B44.16 In the event of a tie in the final aggregate score of two or more Proponents, their respective ranking will be re-established based on their total score for B44.1(e).

B45. EVALUATION PROCESS

- B45.1 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. 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 the RFQ;
 - (b) step 2: The evaluation committee 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 this RFQ;
 - (c) step 3: Reference checks may be carried out for the contemplated Prequalified Proponents; and
 - (d) step 4: With reference to B5.7 and B5.8, the City or Contact Person will contact all Proponents to inform them whether or not they were determined to be Prequalified Proponents.