



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 440-2015**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE  
INSPECTION OF ASBESTOS CONTAINING MATERIAL**

**Proposals shall be submitted to:**

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

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
------------------	---

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	3
B9. Experience of Proponent and Subconsultants (Section C)	4
B10. Experience of Key Personnel Assigned to the Project (Section D)	4
B11. Project Understanding and Methodology (Section E)	5
B12. Project Schedule (Section F)	5
B13. Disclosure	5
B14. Qualification	6
B15. Opening of Proposals and Release of Information	6
B16. Irrevocable Offer	7
B17. Withdrawal of Offers	7
B18. Interviews	7
B19. Negotiations	7
B20. Evaluation of Proposals	8
B21. Award of Contract	8

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	1
D5. Definitions	3
D6. Ownership of Information, Confidentiality and Non Disclosure	3

#### Submissions Prior to Start of Services

D7. Authority to Carry on Business	4
D8. Insurance	4

#### Control of Work

D9. Inspection	5
----------------	---

#### Schedule of Services

D10. Commencement	5
-------------------	---

### APPENDIX A - SECURITY CLEARANCE

### APPENDIX B – PUBLIC SAFETY VERIFICATION CONSENT FORM

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE INSPECTION OF ASBESTOS CONTAINING MATERIAL
- B1.2 RFP No. 440-2015

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 5, 2015.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Project Manager identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

### **B4. CONFIDENTIALITY**

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B5. ADDENDA**

B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. PROPOSAL SUBMISSION**

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8;

B6.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
- (c) Project Understanding and Methodology (Section E) in accordance with B11; and
- (d) Project Schedule (Section F) in accordance with B12.

B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies for sections identified in B6.1 and B6.2.

B6.6 Proposal shall be no more than 40 pages including all appendices and resumes; single sided, 10 pt. font; presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B7. PROPOSAL (SECTION A)**

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

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

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B8. FEES (SECTION B)**

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

**B8.2** Adjustments to Fees will only be considered based on increases to the Scope of Services.

**B8.2.1** The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

**B8.3** Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

**B8.4** The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

**B8.5** Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

**B8.6** Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

**B9.1** The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

**B9.2** Proposals should include details demonstrating the Proponent and Subconsultants experience in providing professional consulting services on up to three projects of similar complexity, scope and value relating to the Scope of Services identified in D4.

**B9.3** For each project listed in B9.2, the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) anticipated project schedule and actual project delivery schedule;
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

**B9.3.1** Where applicable, information should be separated into Proponent and Subconsultant project listings.

**B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

**B10.1** Describe your approach to overall team formation and coordination of team members.

**B10.1.1** Include an organizational chart for the Project.

**B10.2** Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

**B10.3** For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;

- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

**B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the Scope of Services identified in D4;
  - (b) the deliverables and associated task requirements of the Project;
  - (c) the activities and services to be undertaken by the City and equipment and supplies to be provided by the City;
  - (d) clearly identify and explain work activities and identify all significant assumptions and interpretations;
  - (e) any potential risks, along with their implications and possible mitigation measures, that could be encountered during inspection of asbestos containing materials;
  - (f) the proposed techniques to ensure data quality and consistency, and elimination of subjectivity or inspector bias from the assessments;
  - (g) any initiative and innovation to be used to perform the Services; and
  - (h) any other issue that conveys your team understands of the Project requirements.
- B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

**B12. PROJECT SCHEDULE (SECTION F)**

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

**B13. DISCLOSURE**

- B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) N/A

## **B14. QUALIFICATION**

B14.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) provide the Project Manager with satisfactory proof of the Security Clearances as identified in Appendix A.

B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B14.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

## **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

#### **B16. IRREVOCABLE OFFER**

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

#### **B17. WITHDRAWAL OF OFFERS**

B17.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B18. INTERVIEWS**

B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

#### **B19. NEGOTIATIONS**

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- |  |             |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14:                                 | (pass/fail) |
| (c) Fees; (Section B)  | 40%         |
| (d) Experience of Proponent and Subconsultants; (Section C)  | 15%         |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)   | 20%         |
| (f) Project Understanding and Methodology (Section E)  | 20%         |
| (g) Project Schedule. (Section F)  | 5%          |

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.

B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.

B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.

B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

## **B21. AWARD OF CONTRACT**

B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

#### **D2. PROJECT MANAGER**

D2.1 The Project Manager is:

Jennifer Coey, E.I.T.

Email: jcoey@winnipeg.ca

Telephone No. 204 986-6243

Facsimile No. 204 224-0032

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B6.10

#### **D3. BACKGROUND**

D3.1 Professional Consulting Services are required for the inspection/re-inspection of known or suspected ACM locations identified in D4.5.

(a) The Department has done some ACM removal work at some of these locations.

D3.2 Professional Consulting Services are also required for the testing, inventory, reporting and labelling of ACM locations identified in D4.5.

D3.3 The Province of Manitoba "Guidelines for an Asbestos Operations and Maintenance Program" require the yearly inspection of locations known or suspected to contain ACM.

#### **D4. SCOPE OF SERVICES**

D4.1 The Work to be done under the Contract shall consist of the provision of services for the inspection/re-inspection of known or suspected ACM at all City of Winnipeg Water and Waste facilities identified in D4.5. This contract has the option of five (5) mutually agreed upon one (1) year extensions.

D4.1.1 The City may negotiate the extension option with the Consultant within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Consultant as a result of such negotiations.

D4.1.2 Changes resulting from such negotiations shall become effective on March 1 of the respective year. Changes to the Contract shall not be implemented by the Consultant without written approval by the Project Manager.

D4.2 The work outlined herein is a general guideline only. The Consultant shall draw upon their expertise and knowledge in ACM management and abatement to make appropriate recommendations in their proposal. Any value-added services that are proposed based on the proponents understanding of ACM management should be identified as extra in the bid submission.

D4.3 Where applicable all work is to be carried out in accordance with Provincial Legislation.

D4.4 The Proposal shall address all requirements and guidelines of the Workplace Safety and Health Act, Part 37 of the Manitoba Workplace Safety and Health Regulation, M.R. 217/2006 and the Province of Manitoba "Guidelines for an Asbestos Operations and Maintenance Program".

D4.5 The major components of the Work are as follows:

- D4.5.1 Query the Department's Hazardous Materials Inventory System (HMIS) for a list of locations that contain known or suspected ACM's or where no previous inspection has been made at the following facilities.
- (a) Shops/Office Properties
    - (i) 552 Plinguet Street (Original construction: Pre-1960's to 2002)
    - (ii) 598 Plinguet Street (Original construction: Pre-1920's to 1995)
  - (b) Wastewater Pollution Control Centres
    - (i) North End Water Pollution Control Centre (NEWPCC) at 2230 Main Street (Original construction: 1937)
    - (ii) South End Water Pollution Control Centre (SEWPCC) at 100 Ed Spencer Drive (Original construction: 1974)
    - (iii) West End Water Pollution Control Centre (WEWPCC) at 7740 Wilkes Avenue (Original construction: 1990)
  - (c) Standby Generator House Facilities
    - (i) Barker Standby Generator Building (Original construction: 1981)
  - (d) Shoal Lake Intake Facilities
    - (i) Staff House Building (Original construction: 1953)
    - (ii) Storage Shed (Original construction: 1950s)
  - (e) Potable Water Pumping Station Facilities
    - (i) Deacon Booster Pumping Station & Reservoir at Deacon's Road (approximately 2 miles north of Hwy #1 on Deacon's Road) (Original construction: 1978-1980)
    - (ii) G.C. MacLean Pumping Station & Reservoir at 875 Lagimodiere Boulevard (Original construction 1962-1964);
    - (iii) McPhillips Street Pumping Station and Reservoir at 360 McPhillips Avenue (Original construction: 1969);
    - (iv) Tache Booster Pumping Station at 866 Tache Avenue (Original construction: 1949-1950);
    - (v) W.D. Hurst Pumping Station & Wilkes Reservoir at 900 Waverley Street (Original construction: 1959-1961)
  - (f) Flood Pumping Station Facilities
    - (i) Ash Flood Pumping Station (Original Construction: 1954)
  - (g) Wastewater Pumping Station Facilities
    - (i) Barker Lift Station (Original construction: 1966)
    - (ii) Burrows Lift Station (Original construction: 1974)
    - (iii) Clarence Lift Station (Original construction: 1962)
    - (iv) Grandmont Lift Station (Original construction: 1981)
    - (v) Heritage Lift Station (Original construction: 1961)
    - (vi) King Edward Lift Station (Original construction: 1958)
    - (vii) Mager Lift Station (Original construction: 1936)
    - (viii) Manitoba Lift Station (Original construction: 1978)
    - (ix) Metro Route 90 Lift Station (Original construction: 1982)
    - (x) Parklane Lift Station (Original construction: 1963)
    - (xi) Pulberry Lift Station (Original construction: 1959)
    - (xii) St. Charles Lift Station (Original construction: 1992)

- (xiii) Tuxedo Lift Station (Original construction: 1987)
- (xiv) Wexford Lift Station (Original construction: 1963)
- D4.5.2 Submit a list of the proposed inspection locations noting the reason or hazard for each location. Specifically note where no access was provided for previous inspections so that arrangements can be made.
- D4.5.3 Conduct interior and exterior visual inspections and take digital photographs of all known or suspected ACM locations.
  - (a) Completely fill out the City of Winnipeg – Water & Waste Department Asbestos Inspection Report (AIR) or approved alternate for every room inspected.
  - (b) Conduct sample testing as required. Provide a reasonable estimate for the number of samples expected to be taken during the inspection program. In addition, provide a unit cost for bulk samples (including collection & analysis). Test results are to be logged with the associated AIR and provided with the report binders.
  - (c) Ensure that all inspected ACM are adequately labelled to industry standards. Where existing labels are found to be missing or appear to be dislodged, affix new labels provided by the Department's Project Manager.
  - (d) Notify the Project Manager of any ACM requiring immediate remedial action. Maintain a detailed log of all locations requiring corrective actions to be taken.
- D4.5.4 Document all inspections in the Department's HMIS. Ensure that all differences between recorded information and actual findings are updated and accurate.
  - (a) Record details for each AIR in the HMIS.
  - (b) Sample test results to be recorded in the HMIS.
  - (c) Upload digital photographs of all known or suspected ACM locations to the HMIS. All photographs are to be submitted to the Department's Project Manager for review prior to being uploaded to the HMIS.
- D4.5.5 Provide a cost estimate for the removal of all ACM rated fair or poor in the latest inspections for each facility, on a location by location basis.
- D4.5.6 Submit two (2) hardcopies of all site inspections, catalogued using the same structure as HMIS and bound by site/facility. Organize binders with dividers for the various site buildings.
- D4.5.7 Submit two (2) copies of a summary report for the work which shall include locations of any recommended or required remedial work as well as locations where ACM removal work has taken place since the last inspection.
- D4.5.8 Submit two (2) hardcopies of all estimates for ACM removal as per D4.5.5 organized by site/facility.
- D4.6 All work to be completed within 45 calendar days from date of Letter of Authorization to Proceed.

## **D5. DEFINITIONS**

- D5.1 When used in this Request for Proposal:
  - (a) "ACM" means Asbestos Containing Materials.

## **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.

- D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D6.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Consultant who violates any provision of D6 may be determined to be in breach of Contract.

## **SUBMISSIONS PRIOR TO START OF SERVICES**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

### **D8. INSURANCE**

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
    - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
    - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
    - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
    - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

- D8.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D8.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).
- D8.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D8.10.
- D8.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D8.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D8.8.
- D8.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **CONTROL OF WORK**

### **D9. INSPECTION**

- D9.1 The Contractor is advised that some sites are Confined Entry locations. Persons wishing to enter the locations will be required to supply all necessary personal protective safety equipment, including body harness, hard hats, and safety boots, as well as personal lighting required to view the site. The City of Winnipeg will provide a retrieval hoist, surface lighting, and gas detector. Personnel attending the site shall be properly trained in Confined Space entry in accordance with Manitoba legislation and their individual company policy.

## **SCHEDULE OF SERVICES**

### **D10. COMMENCEMENT**

- D10.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D10.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;

- (ii) evidence of the insurance specified in D8;
- (iii) the security clearances specified in Part E;
- (iv) the Public Safety Verification in Appendix A;
- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D10.3 The City intends to award this Contract by July 1, 2015.

## APPENDIX A - SECURITY CLEARANCE

### 1. SECURITY CLEARANCE

- 1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
  - (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- 1.2 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
  - (d) Provide the original Criminal Record Search Certificate (Form P-253) to the Project Manager.
- 1.3 Each individual proposed to perform Work under the Contract shall be required to obtain a Public Safety Verification Check by filling out the BackCheck Consent Form (Appendix B) for each individual. The Public Safety Verification Check form will be processed by Water Services.
- 1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- 1.5 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work; the Contractor shall supply the Contract Administrator with a completed BackCheck Consent Form (Appendix B) for the Public Safety Verification Check. The additional or replacement individual may commence work once the results come back satisfactory.
- 1.6 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- 1.7 Any individual for whom a Public Safety Verification Check is not provided or for whom a Public Safety Verification Check indicates unsatisfactory results will not be permitted to perform any Work.
- 1.8 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- 1.9 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

## **APPENDIX B – PUBLIC SAFETY VERIFICATION CONSENT FORM**

## Consent for Disclosure of Personal Information Public Safety Verification

*To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.*

In connection with my intended access to the **City of Winnipeg Water Treatment Plant**, I understand that the background check process includes a Public Safety Verification.

I hereby consent to a Public Safety Verification search on behalf of **City of Winnipeg Water Treatment Plant** in connection with my intended access to **City of Winnipeg Water Treatment Plant**. I authorize BackCheck to release all personal information obtained during the above Public Safety Verification to **City of Winnipeg Water Treatment Plant**. I understand that my personal information may be processed outside of Canada in order to return results in a timely manner.

Given Name(s): ▼		Middle Name(s): ▼		Gender: ▼ <i>Check One</i> <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	
Surname: ▼			Maiden name: ▼		
Aliases, nicknames and any other names: ▼					
Place of Birth: ▼			Date of Birth: ▼		
City		Province		Country	
				yyyy / mm / dd	
Current Address: ▼			From: ▼		To: ▼
Unit Number		Street Number		Street Name	
				yyyy mm dd	
Current Address Continued: ▼					
City		Province		Country	
				Postal Code	
Previous Address – if less than 5 years ago: ▼			From: ▼		To: ▼
Unit Number		Street Number		Street Name	
				yyyy mm dd	
Previous Address – Continued: ▼					
City		Province		Country	
				Postal Code	
Telephone Number: ▼			Alternative Telephone Number: ▼		
Please PRINT your full name: ▼					
Candidate Signature: <b>X</b>				Date: (yyyy/mm/dd) ▼	
				/ /	