



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 667-2019

REQUEST FOR QUALIFICATIONS FOR PROVISION OF RADON GAS MITIGATION

TABLE OF CONTENTS

PART A – REQUEST FOR QUALIFICATION APPLICATION

Form A: Request for Qualification Application	1
Form B: Qualification Questionnaire	3

PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. Contract Title	1
B2. Background	1
B3. Intent of Qualification	1
B4. Submission Deadline	1
B5. Disclosure	2
B6. Enquiries	2
B7. Confidentiality	2
B8. Addenda	2
B9. Qualification Components	3
B10. Qualification Application	3
B11. Qualification Questionnaire	4
B12. Qualification	5
B13. Conflict of Interest and Good Faith	6
B14. Opening of Qualification Submissions and Release of Information	7
B15. Evaluation of Qualifications	7
B16. Notification of Status	8
B17. No Contract	8

PART C - GENERAL CONDITIONS

C1. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Suspension and Removal from the Pre-qualified List	2
D4. Definitions	2
D5. Contract Administrator	2
D6. Contractor's Supervisor	2
D7. Ownership of Information, Confidentiality and Non Disclosure	2

Submissions

D8. Authority to Carry on Business	2
D9. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	3
D10. The Workplace Safety and Health Act (Manitoba) – Qualifications	3
D11. Insurance	3
D12. Commencement	3

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Assignment of Work	1

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. CONTRACT TITLE

B1.1 REQUEST FOR QUALIFICATIONS FOR PROVISION OF RADON GAS MITIGATION

B2. BACKGROUND

B2.1 Radon is colorless, odourless radioactive gas found naturally in the environment. It comes from uranium as it breaks down soil and rocks. Since Radon is a gas, it can easily move through soil and enter the air we breathe. When Radon enters the home or buildings, it can reach levels that may pose a risk to health. Long term exposure to high-levels of Radon may increase the risk of developing lung Cancer.

B2.2 The RFQ Herein is seeking Qualified Contractors to provide services to reduce/eliminate Radon gas in City of Winnipeg Facilities.

B3. INTENT OF QUALIFICATION

B3.1 The intent of this submission is to provide the City with sufficient information to qualify Proponents to perform Radon Gas Mitigation in City of Winnipeg facilities.

B3.2 Applicants wishing to be qualified shall complete the Qualification Application and the Qualifications Questionnaire documents.

B3.2.1 Additional pertinent information may be submitted to demonstrate qualifications more fully.

B3.3 All Radon Gas Mitigation projects are estimated to be **under \$50,000.00** and will be issued to pre-qualified Proponents only. Only Proponents qualified under this Request for Qualifications will be invited to bid on projects from the pre-qualified Proponent's list on a rotating basis.

B3.4 Qualification of Proponents to bid on prospective Work shall not be construed as a commitment by the City to award contracts to any Proponent or to pay any costs incurred by the Proponent in preparing a response or otherwise in relation to this statement.

B3.5 The City reserves the right to request an update of security statement information at any time for the duration of the time period stated in B3.1.

B3.6 The City reserves the right to contact owners, owner's representatives and/or consultants that have been identified as well as the references provided in the Qualification Submission.

B3.7 The pre-qualified Proponent is obligated to inform the City, in a timely manner, of any changes to key personnel, ownership, bonding capability, financial position, security information, safety and health certification, insurance or any other information which may affect its pre-qualified status with the City.

B4. SUBMISSION DEADLINE

B4.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 15, 2019

B4.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B4.1

B4.3 The City reserves the right to add or remove Proponents onto the pre-qualified Proponents list through the period of the Contract as specified in D2.1.

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B5. DISCLOSURE

B5.1 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.

B5.2 The Persons are:

(a) N/A

B6. ENQUIRIES

B6.1 All enquiries shall be directed to the Contract Administrator identified in D4.

B6.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.

B6.3 If the Proponent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B6.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B6.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B6.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B7. CONFIDENTIALITY

B7.1 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 Contract Administrator. 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.

B7.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B8. ADDENDA

B8.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

B8.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

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- B8.3 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/>
- B8.4 The Proponent is responsible for ensuring that he/she 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.
- B8.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 6 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive
- B8.6 Notwithstanding B6, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B9. QUALIFICATION COMPONENTS

- B9.1 The Qualification Submission should consist of the following components:
- (a) Form A: Request for Qualification Application (Section A);
 - (b) Form B; Qualification Questionnaire;
 - (c) Work Place Safety & Health (B12.4)
 - (d) Proof on Insurance (D11)
- B9.2 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.
- B9.3 The Qualification Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B9.4 If the Qualification Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Proponent's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B9.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B9.5.1 The Proponent is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B9.6 Proponents are advised not to include any information/literature except as requested in accordance with B9.1.
- B9.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B9.8 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- ## **B10. QUALIFICATION APPLICATION**
- B10.1 Further to B9.1(a), the Proponent shall complete Form A: Request for Qualifications Application, making all required entries.

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- B10.2** Paragraph 2 of Form A: Request for Qualifications Application shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B10.2.1** If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3** In Paragraph 3 of Form A: Request for Qualifications Application, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.
- B10.4** Paragraph 7 of Form A: Request for Qualification Application should be signed in accordance with the following requirements:
- (a) if the Proponent is sole proprietor carrying of business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B10.5** The name and official capacity of all individuals signing Form A: Request for Qualification Application should be printed below such signatures.
- B10.6** All signatures should be original.
- B10.6.1** If a Submission is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Submission, shall be both jointly and several.

B11. QUALIFICATION QUESTIONNAIRE

- B11.1** The Proponent should complete Form B: Qualification Questionnaire giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Proponent's qualification to complete the Work.
- B11.1.1** Further to B11.1, the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent (s) by providing:
- (ii) Names of key personnel;
 - (iii) Designated Canadian National Radon Proficiency Professional;
 - (iv) Number of years of experience; and
 - (v) References for recent projects of similar in size, scope and complexity.
 - (i) Each Reference should consist of the following:
 - ◆ Project name;
 - ◆ Location
 - ◆ A brief description of the project;
 - ◆ Project value;

- ◆ Company name (Owner);
- ◆ Date of project completion;
- ◆ Contact name, telephone and e-mail address.

B12. QUALIFICATION

B12.1 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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B12.2 The Proponent and any proposed Subcontractor (for the portion of the Work 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B12.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work 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) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - ;
- (e) for all Radon Gas Mitigation Work, a minimum of one (1) person with C-NRPP certification qualification
- (f) have for heating, ventilation and air conditioning Work; a minimum of one (1) Journeyman Commercial Refrigeration and Air-Conditioning Mechanic, including a Gasfitter B licence or Limited Specialized Electrical License ("M" Licence) Refrigeration, whichever is applicable to that Work and where required by regulations.

B12.4 Further to B12.3(c), for Work that is considered high risk (regardless of dollar value) or over \$100,000 in value, the Proponent shall provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (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

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- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B12.5 The Proponent shall submit, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B12.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B13. CONFLICT OF INTEREST AND GOOD FAITH

B13.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B13.2 Conflict of Interest means any situation or circumstance where a Proponent or employee of the Proponent proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFQ process or the Work; or
- (f) 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 Work that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B13.3 In connection with its Bid, each entity identified in B13.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFQ process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, 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.

B13.4 Without limiting B13.3, 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 appropriately avoided or mitigated, including requiring the Proponent 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.

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- B13.5** Without limiting B13.3, 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 employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B13.5.1** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B14. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

- B14.1** Qualification Submissions will not be opened publicly.
- B14.2** After evaluation, the names of the shortlisted Proponents and their address(es) 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/> .
- B14.3** The Proponent is advised that any information contained in any Qualification Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B14.3.1** To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. EVALUATION OF QUALIFICATIONS

- B15.1** Evaluation of Qualification Submissions shall be based on the following criteria:
- (a) Completeness of responses to stated requirements;
 - (b) Qualifications of key individuals;
 - (c) Radon Gas ;
 - (d) References.
- B15.2** Further to B15.1(a), the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B15.3** Further to B15.1(b), the City shall reject any Qualification Submission submitted by an Applicant who does not demonstrate, in his Qualification Submission or in other information required to be submitted, that he is responsible and qualified.
- B15.4** Further to B15.1(c) the City may reject the Qualification Submission as non- responsive if the key personnel identified in Clause 1 of the Qualification Questionnaire, does not have the C-NRPP certification specified. Reference checks to confirm information provided may not be

restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B15.5 Further to B15.1(d) the City may reject any Qualification submitted by an applicant whose references are of a continuously disapproving nature or whose work experience is not consistent with the qualifications required to perform a variety of Work for radon testing.

B15.6 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.

B15.7 The City may request clarification from Proponents to assist in making its evaluations.

B16. NOTIFICATION OF STATUS

B16.1 All Applicants submitting this Qualification Application shall be notified regarding the acceptability of their submission.

B16.2 The Request for Qualification does not commit the City to award any contracts or to defray any costs incurred in the preparation and submission of data pursuant to this request.

B17. NO CONTRACT

B17.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.

B17.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the Tender stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to its Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue a Tender, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.

B17.2.1 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for Construction* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C1.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C1.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the proposed contract shall consist of the Design and Installation of a Radon Mitigation Systems strategically located in City owned facilities to comply with Regulatory Acts and Government Guidelines, or any other related type of Work as specified by the Contract Administrator or his/her representative for the period of October 1, 2019 to October 1, 2022.

D2.2 The major components of the Work are as follows:

- (a) Review and analyse the Radon Gas level report as supplied by the Contract Administrator;
- (b) Review existing conditions at specific facilities including potential Work locations, HVAC equipment, HVAC controls and sequencing, electrical availability and building envelope;
- (c) Identify and locate potential areas where air sealing improvements are possible;
- (d) Design a corrective mitigation system with details and provide to the Contract Administrator for review and approval;
- (e) Coordinate with the Contract Administrator/user group to supply and install all necessary materials and labor to execute the corrective plan;
- (f) Upon completion of all Work, Contractor shall re-test the facility and provide written documentation to the Contract Administrator indicating post-installation radon gas levels;
- (g) If the desired post-installation results have not been achieved, the Contractor shall rectify the Site condition, re-test and provide documentation at their expense.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or designate.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

~~D2.4~~ A crew shall consist of a minimum of one (1) person with a C-NRPP certification qualification and as required one (1) unskilled labourer able to perform a variety of Work. On certain jobs, two (2) person(s) with C-NRPP certification may be required at the option of the City.

D2.4.1 Further to D2.4 the Contract Administrator, or designated representative, may require further qualification information in regards to the qualifications of key personnel when specific technical work is warranted.

D2.5 All materials to be used and/or incorporated in the Work shall be brand new.

D2.6 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all Work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instructions by the Contract Administrator or designated representative.

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D3. SUSPENSION AND REMOVAL FROM THE PRE-QUALIFIED LIST

D3.1 Suspension and/or removal from the Pre-qualified list may be made by the Contract Administrator, at his/her sole discretion, for any failure on the part of the Contractor to meet any of the obligations in the work resulting from this Request for Qualification.

D4. DEFINITIONS

(a) **“Proponent”** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Ray Janzen
Project Officer

Telephone No. 204-806-4624

Email Address: RJanzen@Winnipeg.ca

D6. CONTRACTOR'S SUPERVISOR

D6.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

(a) information provided to the Contractor by the City or acquired by the Contractor 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.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor 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 Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

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D9. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D9.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D10. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D10.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

D11. INSURANCE

D11.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. 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) all risks installation floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 Pre-qualified Contractors shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification by the Contract Administrator.

D11.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator

D12. COMMENCEMENT

D12.1 The Proponent/Contractor shall not be placed on the Pre-qualified Proponents List or commence any Work that results from this Request for Qualifications until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in B7.1;
 - (iii) evidence of the Workplace Safety and Health Program specified in B27
 - (iv) evidence of COR specified in **B12.4**;
 - (v) evidence of the insurance specified in D11; and
when required as per F1 - evidence of Security Clearances and Vulnerable Sector Search as specified in PART E - .

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.1.4 Further to C2.4(d) and C2.4(f), Specifications and Drawings prepared by the City for Work resulting from this Request for Qualifications, shall govern over The City of Winnipeg Standard Construction Specifications.

E2. ASSIGNMENT OF WORK

- E2.1 When, during the term specified in D2.1, services are required for the Work, the Contract Administrator and/or designate will issue a Tender, to a minimum of three (3) Pre-qualified Proponents, on a rotating basis, on the Pre-qualified Proponents list requesting a mitigation plan and Total Bid Price.
- E2.1.1 Further to E2.1, only Proponents qualified under this Request for Qualifications will be invited to submit a Bid from the pre-qualified Proponent's list on a rotating basis
- E2.1.2 Further to E2.1, the Contract Administrator shall provide details of the Work with the Tender.
- E2.2 The Proponent(s) are invited to submit a Bid in accordance with the procedure set forth below.
- E2.3 The Pre-qualified Proponent(s) shall, no later than the date shown on the Tender submit:
- (a) A corrective mitigation plan; and
 - (b) The Total Bid Price.
 - (i) Further to (b), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item identified by the Contract Administrator and/or designate; or
 - (ii) Further to (b), the Total Bid Price shall be the lump sum price.
- E2.4 The City shall not be required to provide a Tender to a Pre-qualified Proponent if:
- (a) the Pre-qualified Proponent has previously declined to submit Bid for Work of similar nature, scope and size and to be performed in substantially the same time frame;
 - (b) the Pre-qualified Proponent requests, for reasons acceptable to the Contract Administrator, to be excluded from the normal order of the Pre-qualification List for all or any types of Work;
- E2.5 The Tender will be evaluated by the Contract Administrator and/or designate based on the following bid evaluation criteria:
- | | |
|---------------------|-----------|
| (a) Mitigation Plan | Pass/Fail |
| (b) Total Bid Price | 100%; |
- E2.5.1 Further to the evaluation of B7.5 (a), the Contract Administrator and/or designate may request additional information for the purpose of clarity.

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- E2.6 Further to E2.5(a), the mitigation plan shall be designed to mitigate the property based on their design/removal method.
- E2.7 Further to E2.5(b), the Total Bid Price shall be the cost according to the City's supplied test reports.
- E2.8 The City will have no obligation to award a Tender where the prices exceed the available City funds for the Work.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

F1.1 Listed below are the requirements for Security Clearance in different locations. These will be requested on a case by case basis. When the Pre-qualified Proponent is requested to submit a bid for work in one of these locations they will also be required to provide the applicable Security Clearance before they can proceed with the Work.

F2. SECURITY CLEARANCE (LOCATIONS INCLUDING POOLS, LIBRARIES AND COMMUNITY CENTRES OTHER THAN WINNIPEG POLICE SERVICE FACILITIES)

F2.1 Each individual proposed to perform Work under the Contract in Pools, Libraries and Community Centres, shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

F2.2 The Criminal Record Search shall include a **Vulnerable Sector Search**. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:

- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Bid Opportunity Number in the space provided. This form can be found on the website at: www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc
 - (i) individuals will need to state in section 2, of the form, that they may be working in City of Winnipeg pools, libraries and community centres;
 - (ii) individuals will need to sign and date Section 3 of the form.
- (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at: www.winnipeg.ca/police/BPR/id.stm
- (c) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at: www.winnipeg.ca/police/BPR/fees.stm

F2.2.1 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:

- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.

F2.3 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 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 Work.

F2.4 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.

F2.5 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.

F2.6 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.

F3. SECURITY CLEARANCE (WINNIPEG POLICE SERVICE FACILITIES)

- F3.1 Each individual proposed to perform Work under the Contract in Winnipeg Police Service Facilities shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- F3.2 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F3.3 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the request from the Contract Administrator; or
 - (b) in the case of additional or replacement individuals during the period stated in D2.1, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- F3.4 Each individual or Contractor proposed to perform Work during the period stated in D2.1 at Winnipeg Police Service facilities shall provide:
- (a) A list of names (including maiden names), addresses, dates of birth and telephone numbers of all immediate family members including stepbrothers, stepsisters, half-brothers and half-sisters, and their spouses, common-law spouses, boyfriends, girlfriends and their family members. The list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-5555
Winnipeg, Manitoba	
 - (b) A list of names, addresses, dates of birth and telephone numbers of four closest friends. Include information indicating when, where and how they met. The list should be typed in the following format:

Joseph James SMITH	Dob: 46 Aug 4 (best friend)
789 Anywhere Street	555-5555
Winnipeg, Manitoba	
When they met:	
Where they met:	
How they met:	
 - (c) The name, title or position, and telephone number of the immediate supervisor.
 - (d) A list of every past address, including the dates of residence, the names of any persons with whom the residence was shared and the reason for moving.
 - (e) Identification - driver's license (with photo), birth certificate or social insurance number (SIN).
 - (a) Photocopies of the identification must be legible, signed as true copies and witnessed by the contact person stated on Paragraph 3 Form A: Bid.
 - (f) A completed Form P-608: Security Clearance Check authorization form.
 - (a) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.
- F3.5 Each individual shall submit the required information, form and payment to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
- (a) within five (5) Business Days of the Award of Contract; or
 - (b) in the case of an additional or replacement individual during the period stated in D2.1, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.

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- F3.6 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- F3.7 Any satisfactory Security Clearance obtained thereby will be deemed valid for two (2) years from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide identification upon entry to verify they have received a Level Two security clearance.
- F3.8 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.
- F3.9 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
- Winnipeg Police Service
Division 30
Service Security
Attn: Service Security Officer
151 Princess Street
Winnipeg, Manitoba
R3B 1L1