



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 622-2022

**REQUEST FOR QUALIFICATIONS FOR PROVISION OF MINOR BUILDING
REPAIRS AND MODIFICATIONS**

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. CONTRACT TITLE

B1.1 REQUEST FOR QUALIFICATIONS FOR PROVISION OF MINOR BUILDING REPAIRS AND MODIFICATIONS

B2. INTENT OF QUALIFICATION

B2.1 The intent of this submission is to provide the City with sufficient information to qualify Proponents to perform minor building repairs and modifications in City of Winnipeg facilities.

B2.2 Applicants wishing to be qualified shall complete the Qualification Submission and the Qualifications Questionnaire documents.

B2.2.1 Additional pertinent information may be submitted to demonstrate qualifications more fully.

B2.3 All building repairs and modifications projects are estimated to be **under \$50,000** 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.

B2.4 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.

B2.5 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 this statement of qualification.

B2.6 The Proponent is obligated to inform the City, in a timely manner, of any changes to key personnel, ownership, bonding capability, financial position, insurance or any other information which may affect its pre-qualified status with the City.

B2.7 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.

B3. SUBMISSION DEADLINE

B3.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 14, 2022.

B3.2 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 B3.1.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.

B4.2 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.

B4.3 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.

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- B4.4 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.
- B4.5 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.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY AND PRIVACY

- B5.1 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.
- B5.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B5.3 The Proponent is advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B5.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.
- B5.5 The City reserves the right to post the names of the shortlisted Proponents, or otherwise make this information public at the end of the RFQ selection process.
- B5.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.
- B5.7 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.

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B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B6.2 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.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B7. QUALIFICATION SUBMISSION

- B7.1 The Qualification Submission should consist of the following components:
- (a) Form A: Qualification Submission;
 - (b) Form B: Qualification Questionnaire;
 - (c) Work Place Safety & Health (B10.4);
 - (d) Proof of Workers Compensation (D9);
 - (e) Proof on Insurance (D12).
- B7.2 The Qualification shall be submitted electronically through MERX at www.merx.com.
- B7.2.1 Qualifications will **only** be accepted electronically through MERX.
- B7.3 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.4 Proponents are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B7.6 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- B7.7 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- B7.8 Contractor's presently on the pre-qualifications list must resubmit.**
- ## **B8. FORM A: QUALIFICATION SUBMISSION**
- B8.1 Further to B7.1(a), the Proponent shall complete Form A: Request for Qualifications Submission, making all required entries.

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- B8.2** Paragraph 2 of Form A: Request for Qualifications Submission 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.
- B8.2.1** If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3** In Paragraph 3 of Form A: Request for Qualifications Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.
- B8.4** Paragraph 7 of Form A: Qualification Submission 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.
- B8.5** The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.
- B8.6** 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.

B9. QUALIFICATION QUESTIONNAIRE

- B9.1** 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.
- B9.1.1** Further to B9.1, 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) Licensed Journeyman Carpenter (Red Seal endorsed) and/or other certifications related to construction, building repairs and modifications;
 - (iv) Number of years of experience; and
 - (v) References for recent projects of similar in size, scope and complexity; and
 - (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-5mail address.
- (vi) List of non-City of Winnipeg client references.
 - (vii) Proof of COR, SECOR or independent review;
 - (viii) Selection of preferred work categories; and
 - (ix) Selection of Security Clearance.

B10. QUALIFICATION

B10.1 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.

B10.2 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>

B10.3 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) be registered with the Workers' Compensation Board Manitoba and have workers compensation coverage, in accordance with D9;
- (e) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B10.6 and D6);
- (f) upon request of the Contract Administrator, provide the Security Clearances in accordance with F2 or F3;
- (g) have a minimum of One (1) certified Journeyperson qualification "Red Seal" or a Carpenter eligible to write the Interprovincial Practical Exam.

B10.4 Further to B10.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

B10.5 Further to B10.3(c), for Work that is considered high risk (regardless of dollar 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

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- (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
 - (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/>).
- B10.6 Further to B10.3(e), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B10.7 The Proponent shall submit proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B10.8 The Proponent shall submit proof satisfactory to the Contract Administrator of their qualifications within five (5) Business Days.
- B10.9 The Proponent is not required to have all the qualifications listed above, but will only be invited to bid on Work that they have provided qualifications for.
- B10.10 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.
- B10.11 Further to B10 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.

B11. CONFLICT OF INTEREST AND GOOD FAITH

- B11.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B11.2 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

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- (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.

B11.3 In connection with its Bid, each entity identified in B11.2 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.

B11.4 Without limiting B11.3, 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.

B11.5 Without limiting B11.3, 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 B11.4 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.

B11.5.1 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B12. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B12.1 Qualification Submissions will not be opened publicly.

B12.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at www.merx.com.

B12.3 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).

B12.3.1 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.

B13. EVALUATION OF QUALIFICATIONS

- B13.1 Evaluation of Qualification Submissions shall be based on the following criteria:
- (a) Completeness of responses to stated requirements;
 - (b) Qualifications of key individuals;
 - (c) Construction, Building Repairs and Modification Experience;
 - (d) References.
- B13.2 Further to B13.1(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.
- B13.3 Further to B13.1(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.
- B13.4 Further to B13.1(c) the City may reject the Qualification Submission as non- responsive if the key personnel identified in the Qualification Questionnaire, does not have the qualifications specified in B10.
- B13.4.1 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.
- B13.5 Further to B13.1(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 Minor Building repairs and modifications.
- B13.6 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.
- B13.7 The City may, in its sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to its Submission.

B14. ADDITIONAL PROPONENTS

- B14.1 The City of Winnipeg will accept and review applications from Proponents throughout the term of the agreement.
- B14.1.1 a Proponent may request to be added to the list by contacting the Contract Administrator as identified in D4.1.
- B14.2 Proponents will be evaluated against the same criteria as stated in B13.
- B14.3 Application review, approval and acceptance procedure may take up to thirty (30) Business Days to process.
- B14.4 For those Proponents applying outside of the formal Request for Qualifications process, there will be a thirty (30) day waiting period after qualifications are completed and accepted before an invitation to quote will be provided.

B15. NOTIFICATION OF STATUS

- B15.1 All Applicants submitting this Qualification Submission shall be notified regarding the acceptability of their submission.

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B15.2 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.

B16. NO CONTRACT

B16.1 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.

B16.2 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.

B16.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.

B16.4 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.

B16.5 Following the conclusion of the procurement process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for Construction* (Revision 2020-01-31) 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 minor building repairs and modifications in City owned and/or operated buildings at the direction of the Contract Administrator for the period from January 1, 2023 to December 31, 2025.

D2.2 The major components of the Work may include:

- (a) Repair, maintenance and installation of building structure components, including but not limited to, drywall repair, painting, carpentry, flooring installation, minor demolition, minor cabinetry or millwork, minor concrete and paving, pool and playground repairs, etc.

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.

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. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Remilekun Obadina, SCMP
Contract Officer

Telephone No. 204-986-8268

Email Address: robadina@Winnipeg.ca

D5. CONTRACTOR'S SUPERVISOR

D5.1 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.

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise

acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

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.

D9. WORKERS COMPENSATION

D9.1 The Pre-qualified Proponent shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

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

D10.1 Further to C6.26, 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).

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D11. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D11.1 Further to B10.4, 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 B10.4.

D12. INSURANCE

D12.1 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 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) 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; and
- (c) all risks installation floater carrying adequate limits to covered all supplies and/or materials intended to enter into and form part of the Work.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.

D12.4 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.

D12.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator

D13. COMMENCEMENT

D13.1 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 D9;
 - (iii) evidence of the Workplace Safety and Health Program specified in D11
 - (iv) evidence of COR specified in B10.4;
 - (v) evidence of the insurance specified in D12; and
 - (vi) when required as per F1 - evidence of Security Clearances and Vulnerable Sector Search as specified in F2 and F3.

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.
- 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) The Total Bid Price.
- (i) Further to (a), 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 (a), 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) Total Bid Price 100%;
- E2.6 The City will have no obligation to award a Tender where the prices exceed the available City funds for the Work.

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E3. WORK

- E3.1 A crew shall consist of a minimum of one (1) certified Journeyperson qualification “Red Seal”, or a Carpenter eligible to write the Interprovincial Practical Exam, and as required one (1) unskilled labourer able to perform a variety of Work. On certain jobs, two (2) certified Journeyman Carpenters, or Carpenters eligible to write the Interprovincial Practical Exam, may be required at the option of the City. In this case, the City will issue Bids to Bidders who qualified for the prequalified Proponent’s list with a minimum of two (2) certified Manitoba Journeyman Carpenters, or Carpenters eligible to write the Interprovincial Practical Exam.
- E3.2 All materials to be used and/or incorporated in the Work shall be brand new.
- E3.2.1 Material may, at the option of the Contract Administrator, be supplied by the City.
- E3.3 Travel time to and from the Work Site shall be at the Contractor's own time and expense (except after normal business hours call out). Hours paid will be for actual on the job time with allowance for picking up materials, noted and approved by the Contract Administrator.
- E3.4 If asbestos or other hazardous materials are encountered during the Work of the Contract, the pre- qualified 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.

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. This can be obtained from one of the following;

- (a) police service having jurisdiction at his/her place of residence; or
- (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
- (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
- (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>

F2.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>

F2.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .

- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;

F2.3 The original Police Information Check (Form P–612) 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 Police Information Check (Form P–612) to the Contract Administrator.

F2.4 Prior to the award of Contact, 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 Police Information Check 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.

F2.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.

F2.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

F2.7 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 Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.

F3. SECURITY CLEARANCE REQUIREMENTS AT WINNIPEG POLICE SERVICE BUILDINGS OR STATIONS

FOR SITE INVESTIGATIONS AT WINNIPEG POLICE SERVICE BUILDINGS OR STATIONS

- F3.1 The City will conduct a Level One Security Clearance Check for:
- (a) owner(s), members of the Board of Directors and persons with controlling interest in the company; and
 - (b) any individual proposed to perform Work under the Contract for the Winnipeg Police Service.
- F3.2 Each individual listed in F3.1 shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street;
- (a) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck>. Form P-608 must be signed and dated. **(only page 1 of P-608 required for Level One)**
- F3.3 Any company for whom a satisfactory Level One Security Clearance is not obtained for any individual proposed to do the Work, all owner(s), member(s) of the Board of Directors, and persons with controlling interest in the company will not be allowed to attend the Site Investigation and will not be qualified for award of Contract.
- F3.4 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance.
- (a) Each individual attending the Site Investigation for Winnipeg Police Service Buildings or Stations shall provide photo identification upon entry, in order that their Level One security clearance can be verified.
- F3.5 If a person fails a Winnipeg Police Service security clearance check at any level, they will not be able to apply for another clearance for 2 years.

FOR WORK AT WINNIPEG POLICE SERVICE BUILDINGS OR STATIONS

- F3.6 The City will conduct a Level Two Security Clearance Check for:
- (a) owner(s), members of the Board of Directors and persons with controlling interest in the company; and
 - (b) any individual proposed to perform Work under the Contract for the Winnipeg Police Service.
- F3.7 The Contractor shall provide the Contract Administrator with:
- (a) a list of individuals identified in F3.6:
 - (i) within five (5) Business Days of the Award of Contract; or
 - (ii) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
 - (b) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck> . Form P-608 must be signed and dated.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Bid/Proposal.
- F3.8 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:

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- (a) within five (5) Business Days of the Award of Contract; or
 - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
- F3.9 Any company for whom a satisfactory Level Two Security Clearance is not obtained for all owner(s), member(s) of the Board of Directors; and persons with controlling interests in the company will not be qualified for award of Contract.
- F3.10 Any individual proposed to do the Work for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work for Winnipeg Police Service.
- F3.11 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year 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 photo identification upon entry, in order that their Level Two security clearance can be verified.
- F3.12 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.
- F3.12.1 The Contract will be terminated with any Contractor should any owner(s), member(s) of the Board of Directors; or persons with controlling interest in the company fail to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check.
- F3.12.2 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 for the Winnipeg Police Service.
- F3.13 If a person fails a Winnipeg Police Service security clearance check at any level, they will not be able to apply for another clearance for 2 years.