



**THE CITY OF WINNIPEG**

# **REQUEST FOR QUALIFICATION**

**RFQ NO. 634-2024**

**REQUEST FOR QUALIFICATIONS FOR PROVISION OF EMERGENCY  
DEMOLITIONS**

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## **PART B - REQUEST FOR QUALIFICATION INFORMATION**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR QUALIFICATIONS FOR PROVISION OF EMERGENCY DEMOLITIONS

### **B2. INTENT OF QUALIFICATION**

B2.1 The intent of this Request for Qualification (RFQ) is to provide the City with sufficient information to qualify Proponents to perform emergency demolitions of residential, light industry, retail, or mixed-use buildings within the City of Winnipeg.

B2.2 Proponents 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 demolition projects are estimated to be **under \$100,000** 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 All small building demolitions are considered to be three (3) storeys/45 feet and under. All large building demolitions are considered greater than three (3) storeys/45.5 feet. Only those prequalified under the specific requirement based on the required equipment will be invited to provide emergency response on a rotating basis to complete the demolition.

B2.5 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.

B2.6 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 this statement of qualification.

B2.7 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.

B2.8 The City reserves the right to add or remove Proponents on the pre-qualified Proponents list throughout the contract period as specified in D2.1.

### **B3. CONFIDENTIALITY**

B3.1 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.

B3.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFQ to the media or any member of the public without the prior written authorization of the Contract Administrator.

#### **B4. DISCLOSURE**

- B4.1 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.
- B4.2 The Persons are:
- (a) N/A

#### **B5. CONFLICT OF INTEREST AND GOOD FAITH**

- B5.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B5.2 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;
  - (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.
- B5.3 In connection with its Qualification Submission, each entity identified in B5.2. 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.
- B5.4 Without limiting B5.3, 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.

- B5.5 Without limiting B5.3, 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.
- B5.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B6. ENQUIRIES**

- B6.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.
- 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.
- B6.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

## **B7. ADDENDA**

- B7.1 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.
- B7.2 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.

- B7.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com)
- B7.4 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.
- B7.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B7.6 Notwithstanding B6, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.1.

## **B8. CONFIDENTIALITY AND PRIVACY**

- B8.1 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 City. The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFQ and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.
- B8.2 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.
- B8.3 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).
- B8.4 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.
- B8.5 The City reserves the right to post the names of the shortlisted Proponents on its website, or otherwise make this information public at the end of the RFQ selection process.
- B8.6 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.

## **SUBMISSION INSTRUCTIONS**

### **B9. SUBMISSION DEADLINE**

- B9.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 3, 2024.
- B9.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B9.1.

### **B10. QUALIFICATION SUBMISSION**

- B10.1 The Qualification Submission should consist of the following components:

- (a) Form A: Qualification Submission;
- (b) Form B: Qualification Questionnaire;
- (c) Form K: Equipment.

B10.2 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.

B10.3 The Qualification shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B10.3.1 Qualifications will **only** be accepted electronically through MERX.

B10.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document, including the General Conditions, will be evaluated in accordance with B14.

B10.5 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.

B10.6 Submissions and the information they contain will be the property of the City upon receipt.

B10.7 Contractor's presently on the pre-qualifications list will also have to resubmit.

#### **B11. FORM A: QUALIFICATION SUBMISSION**

B11.1 Further to B10.1(a), the Proponent should complete Form A: Qualification Submission, making all required entries.

B11.2 Paragraph 2 of Form A: Qualification Submission should 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.

B11.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B11.2.

B11.3 In Paragraph 3 of Form A: Qualification Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.

B11.4 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.



- B11.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.
- B11.6 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.

## **B12. QUALIFICATION QUESTIONNAIRE**

- B12.1 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.
- B12.2 Further to B10.1(b) , the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) by providing details confirming:
- (a) Names of key personnel;
  - (b) Experience in demolition;
  - (c) Number of years of experience;
  - (d) Evidence of appropriate Supervisor Training as per latest version of SAFE Work Manitoba Guide for demolition;
  - (e) References for recent projects of similar size, scope and complexity;
    - (i) Each reference should consist of the following:
      - (ii) Project name;
      - (iii) Location;
      - (iv) A brief description of the project
      - (v) Project value;
      - (vi) Company name (Owner);
      - (vii) Date of project completion; and
      - (viii) Contact name, telephone and email address.
  - (f) List of non-City of Winnipeg client references;
  - (g) Proof of COR or equivalent.
- B12.3 The Proponent should complete Form K: (Equipment List) giving a list of the equipment which the Proponent proposes to utilize to complete the Work.

## **B13. QUALIFICATION**

- B13.1 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.
- B13.2 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, Purchasing Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B13.3 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;
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
  - (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 C6.17; and
  - (e) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) in accordance with D7.
- B13.4 Further to B13.3(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
    - (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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.5 Further to B13.3(c), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 The Proponent shall submit proof satisfactory to the Contract Administrator or designate of their qualifications within five (5) Business Days from the request from the Contract Administrator and shall not be placed on the Prequalified Proponents List or commence any Work resulting from this Request for Qualifications until the Contract Administrator has confirmed receipt and approval of:

- (a) 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 as specified in D9;
- (b) evidence of the workers compensation coverage specified in D10;
- (c) evidence of the Workplace Safety and Health Program specified in D12 and
- (d) evidence of the insurance specified in D13.

B13.7 The Proponent is not required to have experience with all the types of Work identified in D2 but will only be invited to bid on Work for which they have been prequalified.

B13.8 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.

#### **B14. EVALUATION OF QUALIFICATIONS**

B14.1 Evaluation of Qualification Submissions shall be based on the following criteria:

- (a) Completeness of responses to stated requirements;
- (b) Qualifications of key individuals;
- (c) Demolition experience; and
- (d) References.

B14.2 Further to B14.1(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.

B14.3 Further to B14.1(b), the City shall reject any Qualification Submission submitted by a Proponent who does not demonstrate, in his Qualification Submission or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c) the City may reject the Qualification Submission as non-responsive if the demolition experience identified in the Qualification Questionnaire does not have the qualifications specified in B12.

B14.5 Further to B14.1(d) the City may reject any Qualification Submission submitted by a Proponent 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 emergency demolitions.

B14.5.1 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.

B14.6 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.

B14.7 The City may request clarification from Proponents to assist in making its evaluations.

#### **B15. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION**

B15.1 Qualification Submissions will not be opened publicly.

- B15.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B15.3 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).
- B15.3.1 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.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.
- B15.5 During the term of the contract, the names of the Contractors and contract amounts for each project will be available on the MERX website at [www.merx.com](http://www.merx.com).

#### **B16. ADDITIONAL PROPONENTS**

- B16.1 The City of Winnipeg will accept and review applications from Proponents throughout the term of the Contract.
- B16.1.1 A Proponent may request to be added to the list by contacting the Contract Administrator as identified in D4.1.
- B16.2 Proponents will be evaluated against the same criteria as stated in B14.
- B16.3 Application review, approval and acceptance procedure may take up to thirty (30) Business Days to process.
- B16.4 For those Proponents applying outside of the formal Request for Qualifications process, there will be a thirty (30) Calendar day waiting period after qualifications are completed and accepted before an invitation to quote will be provided.

#### **B17. NOTIFICATION OF STATUS**

- B17.1 All Proponents submitting this Qualification Submission shall be notified regarding the acceptability of their submission.
- B17.2 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.

#### **B18. PROPONENT'S COSTS AND EXPENSES**

- B18.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

#### **B19. NO CONTRACT**

- B19.1 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.
- B19.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the Request for Quote 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 Request for Quote, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.

- B19.3 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.
- B19.4 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B19.5 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, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 emergency demolition in City owned and/or operated buildings and may include other related Work at the direction of the Contract Administrator for the period from November 1, 2024 to October 31, 2027. Further requests will not be published within this three-year timeline.

D2.2 The Winnipeg Fire Paramedic Service will request emergency demolition of:

- (a) structurally compromised buildings that are at risk of an uncontrolled full or partial collapse.
- (b) Buildings involved in fire where the demolition or partial demolition of the structure is required to extinguish the fire.
- (c) Structurally compromised buildings other than those involved in fire when required to alleviate an emergency.

D2.3 The major components of the Work may include:

- (a) Demolition of the building or portion of to a level prescribed by the WFPS Incident Commander. The Incident Commander may request removal of debris from the Site when leaving the debris in place "if it "creates an unmanageable hazard to the local community.

#### D2.4 Level I Demolition

D2.4.1 The Work shall consist of the demolition of small buildings estimated to be less than three (3) storeys/45 feet in height.

- (a) The Work shall be done on an "as required" basis during the term of the Contract.
  - (i) 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 Users.
  - (ii) The City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- (b) The City will have arranged to have the gas and hydro connections disconnected and meters removed by others.
- (c) The City reserves the right to add or delete Contractors during the period stated in D2.1 in the best interest to the City.
- (d) Demolitions shall be performed in accordance with (Canadian Standards Association (CSA International) standard; CSA S350-M1980 (R2003), Code of Practice for Safety in Demolition of Structures.
- (e) The trees on site must be protected according to the City's "Tree Protection During Construction" specifications. These specifications can be found on the City's website: [http://winnipeg.ca/publicworks/Forestry/documents/Principles\\_and\\_Guidelines.pdf](http://winnipeg.ca/publicworks/Forestry/documents/Principles_and_Guidelines.pdf)

#### D2.5 Level II Demolition

D2.5.1 The Work shall consist of demolitions of large buildings estimated to be above three (3) storeys/45.5 feet in height.

- (a) The Work shall be done on an “as required” basis during the term of the Contract.
  - (i) 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 Users.
  - (ii) The City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- (b) The City will have arranged to have the gas and hydro connections disconnected and meters removed by others “as the emergency incident conditions permit”.
- (c) Demolitions shall be performed in accordance with (Canadian Standards Association (CSA International) standard; CSA S350-M1980 (R2003), Code of Practice for Safety in Demolition of “Large” Structures.
- (d) The trees on site must be protected according to the City’s “Tree Protection During Construction” specifications. These specifications can be found on the City’s website: [http://winnipeg.ca/publicworks/Forestry/documents/Principles\\_and\\_Guidelines.pdf](http://winnipeg.ca/publicworks/Forestry/documents/Principles_and_Guidelines.pdf).

### **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**

- D4.1 When used in this Tender:

- (a) “**Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

### **D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:

Scott Wilkinson  
Project Officer

Telephone No. 204-795-7117

Email Address: [SWilkinson@winnipeg.ca](mailto:SWilkinson@winnipeg.ca)

- D5.2 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. 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. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

- D7.1 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.



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- D7.1.1 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.
- D7.1.2 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.

## **D8. UNFAIR LABOUR PRACTICES**

- D8.1 The Contractor declares that in bidding for the Work and in entering into a Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang--en/index.htm> conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

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- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **SUBMISSIONS**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

- D9.1 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.

### **D10. WORKERS COMPENSATION**

- D10.1 The Contractor 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.

### **D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D11.1 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).

### **D12. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D12.1 Further to B13.4, 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 B13.4.

### **D13. INSURANCE**

- D13.1 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) 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) If remediation of asbestos or hazardous materials is required by the Contractor they are also required to provide and maintain or have their sub-contractor provide and maintain contractor's pollution liability Insurance in the amount of at least one million dollars (\$1,000,000.00) per occurrence including clean up costs, and transported cargo as a result of pollution conditions arising from the Contractor's operations and completed operations. Such policy shall name the City added as an additional insured.

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- (d) In accordance with the level of demolition work involved, the certificate of insurance must specifically state that the operations include:
  - (i) "Demolition" for Level I and Level II
  - (ii) "Wet Demolition" and "Asbestos Abatement" for Level III

D13.2 Deductibles shall be borne by the Contractor.

D13.3 Pre-qualified Contractors shall provide the Contract Administrator or the representative with a certificate of insurance of each policy, in a form satisfactory to the Contract Administrator no later than seven (7) Calendar Days from notification by the Contract Administrator or at least two (2) Business Days prior to the commencement of any Work. The said insurance shall be in place with the City, at all times during the performance of the Work and throughout the warranty period.

D13.4 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.

D13.5 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D13.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

#### **D14. EQUIPMENT LIST**

D14.1 The Contractor shall provide the Contract Administrator or the representative with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

#### **D15. COMMENCEMENT**

D15.1 The Contractor shall not be placed on the Pre-qualified Contractors 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 specified in D9;
  - (ii) evidence of the workers compensation coverage specified in D10;
  - (iii) evidence of the Workplace Safety and Health Program specified in D11;
  - (iv) evidence of COR specified in D12; and
  - (v) evidence of the insurance specified in D13;
  - (vi) equipment list specified in D14.
  - (vii) Direct deposit application form specified in D17.2

#### **MEASUREMENT AND PAYMENT**

##### **D16. INVOICES**

D16.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed delivered to:

The City of Winnipeg

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Corporate Finance - Accounts Payable

4th Floor, Administration Building, 510 Main Street Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864

Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)

Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

D16.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D16.4 Qualification Submission must be submitted in accordance with B10.3**

#### **D17. PAYMENT**

D17.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## 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, Purchasing 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.

E1.2 The following are applicable to the work:

<u>Specification No.</u>	<u>Specification Title</u>
CW 3170-R3	Earthwork and Grading

#### E2. ASSIGNMENT OF WORK

- E2.1 When Work is required, during the term specified in D2.1, the Contract Administrator and/or designate will contact the next organization on the Pre-qualified Proponent list for Level I, II or III, on a rotating basis considering the equipment required to complete the Work.
- E2.1.1 Further to E2.1, Contractors must provide 24/7 contact information.
- E2.1.2 Further to E2.1, only Contractors qualified under this Request for Qualifications will be invited on a rotating basis. If the first Contractor does not respond, the next Contractor will be contacted until there is an acceptance.
- E2.1.3 Further to E2.1, the Contract Administrator or designate shall provide details of the Work including but not limited to the following:
- (a) Building height, width and depth (approximated);
  - (b) Proximity to neighbouring structures, if occupied and current use;
  - (c) Extent of fire damage;
  - (d) Current use of structure at the time of the fire (residential, light industry, retail or mixed use);
  - (e) Special hazards contents, exposures; and
  - (f) Photograph from the scene may be texted to the Contractor.
- E2.1.4 The Contractor may attend the Site to assess equipment requirements, prior to staging or accepting the Work. No claim for payment will be available should the Contractor be unable to accept the Work.
- E2.1.5 Upon accepting the demolition requirement, the Contractor will be required to be on Site within four (4) hours of receiving a call.

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- E2.1.6 Further to E2.1.4, should a Contractor accept the Work, attend the Site and be unable to perform the required service, the Contractor shall not be entitled to make a claim for payments.
- E2.1.7 Tipping Fees will be billed directly to Winnipeg Fire Paramedic Services (WFPS) via an authorization form provided to the Contractor for each load.