



SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, JANUARY 23, 2004

If your company name and address are not correctly shown below, please enter or correct it before submitting your Proposal.

Company Name _____

Address _____

**BUYER: TONY ROZIERE /m
TELEPHONE NO. (204) 986-4623**

You are invited to submit a proposal for:

PROVISION OF AN AQUATIC RISK MANAGEMENT PLAN

in accordance with the Instructions to Offerers attached.

THE PROPOSAL SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)

Contact Person: (print) _____

Telephone Number: _____

Facsimile Number: _____

The Offerer hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Proposal.

The Offerer agrees that the Request for Proposal in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Proposal.

The Offerer certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. 1 No. 2 No. 3 No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of ninety (90) days following the Submission Deadline.

Signature: _____

RETURN TO:

**THE CITY OF WINNIPEG 540-2003
CORPORATE FINANCE DEPARTMENT
MATERIALS MANAGEMENT DIVISION
185 KING ST MAIN FLOOR
WINNIPEG MB R3B 1J1**

INSTRUCTIONS TO OFFERERS

1. PURPOSE

- 1.1 The purpose of this Request for Proposal is to invite Proposals from qualified Offerers for an Aquatic Risk management Plan.

2. DEFINITIONS

2.1 When used in this Request for Proposal:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Buyer**" means the person authorized to represent the City in respect of the Request for Proposal;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**Contract**" means the combined documents consisting of the Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (e) "**Contract Administrator**" means the person authorized to represent the City in respect of the Contract and is identified at the time of award of the Contract;
- (f) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
- (g) "**may**" indicates an allowable action or feature which will not be evaluated;
- (h) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (i) "**Offerer**" means any person submitting a Proposal for the Work. If a Proposal is submitted jointly by two or more persons, the word "Offerer" shall mean each and all persons, and the undertakings, covenants and obligations of such joint Offerers in the Proposal and the Contract, when awarded, shall be both joint and several;
- (j) "**Proposal**" means the offer contained in the Proposal Submission;
- (k) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (l) "**Site**" means the lands and other places on, under, in or through which the Work is to be performed;
- (m) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (n) "**Work**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;
- (o) "**Working Day**" means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

2.2 Further to 2.1(b), the Buyer is:

TONY ROZIERE
(204) 986-4623

3. SCOPE OF WORK

3.1 The Work to be done shall consist of the development of an aquatic focused risk management plan through a comprehensive review of current practices and policies related to the safety of patrons and staff. The Contractor shall:

- (a) Review the City's current aquatic (indoor pools, outdoor pools and wading pools) practices and policies;
- (b) Compare these practices and policies to best practices in other jurisdictions;
- (c) Conduct safety audits at six (6) indoor aquatic sites specified (with 2002 attendance) as follows:
 - (i) Pan Am – 569,312;

- (ii) Sargent Park – 219,212;
- (iii) St. James Centennial – 126,706;
- (iv) Seven Oaks – 92,271;
- (v) Concordia – 148,697 and
- (vi) BoniVital – 112,525.

Detailed information regarding the amenities at each indoor aquatic facility can be found at <http://www.winnipeg.ca/cms/pools>.

- (d) Review Critical Incident Management process including but not limited to information management, scene preservation and internal communication and responsibility;
- (e) Review existing aquatic staffing structure (span of control, reporting relationships, communication systems – internal and external users);
- (f) Review existing job classifications, qualifications and training (including orientation, in-service training and training manuals);
- (g) Review of operating relationships with Emergency Response Departments (Police Service and Fire Paramedic Service) including compatibility of equipment, training and critical incident management;
- (h) Assess the effectiveness of the existing aquatics system;
- (i) Review operating relationships with both Health Inspection Agencies (City and Province); and
- (j) Develop recommendations based on the review and a plan of implementation.

4. BACKGROUND

4.1 The following is provided for the information of Offerers:

- (a) The City has 13 indoor pools, 11 outdoor pools and 94 wading pools;
- (b) The indoor pools operate on a year-round basis while the outdoor pools and wading pools operate on a 7 – 10 week basis, during the summer.

4.2 The following information can be provided regarding the indoor and outdoor pools:

- (a) There are approximately 1.6 million visits per year;
- (b) The City annual program budget is approximately \$6 million in revenue and \$7.3 million in expenses (not including maintenance costs);
- (c) The indoor pools generally operate from 6:00 a.m. to 10:00 p.m. weekdays with reduced hours on the weekend;
- (d) The outdoor pools generally operate from 12:00 p.m. (noon) to 7:00 p.m. daily;
- (e) There are forty-three (43) permanent and three hundred and fifty (350) part time staff comprised of the following:
 - (i) Three (3) Management positions;
 - (ii) Six (6) Pool Supervisors;
 - (iii) One (1) Chief Swim Instructor;
 - (iv) Twenty-one (21) Instructor Guards;
 - (v) Twelve (12) Clerk A/Cashiers and
 - (vi) Three hundred and fifty (350) instructor/guards I & II and Clerk A/Cashiers.

4.3 The following 2003 information can be provided regarding the wading pools:

- (a) There were approximately 200,105 visits;
- (b) There were 4,109 scheduled operating days;
- (c) There were 3,239 actual operating days (result of closures due to rain/and or mechanical reasons) for a total of 21,053.5 hours (6.5 hours per day);
- (d) There are one hundred and fifty seven point six (157.6) temporary and permanent employees:
 - (i) one hundred and fifty 150 Recreation Technician B's (Wading Pool Attendants);

- (ii) six (6) Recreation Technician D's (Supervisors); and
 - (iii) one point six (1.6) Recreation Technician E's (Admin/Supervisor).
- (e) There was \$531,795 budgeted for Temporary Salaries and \$40,871 in Permanent Salaries (not including maintenance costs).

4.4 In June 2002, a five (5) year old boy drowned at an indoor aquatic facility during a school outing. An inquest into this incident was conducted in June 2003. A review of the recommendations from the inquest that are relevant to the City would be incorporated into the scope of this audit. The findings and recommendations from the inquest may be found at <http://www.manitobacourts.mb.ca/Adobe%20-%20english/FinalJoshuaHarderInqStand..pdf>.

5. INVESTIGATING THE WORK

5.1 The Offerer shall familiarize himself/herself with the location, extent and purpose of the Work and shall determine for himself/herself the actual conditions and requirements of the Work.

5.3 Arrangements to view any Site at which Work is proposed to be performed may be made by contacting:

TONY ROZIERE
(204) 986-4623

6. DURATION OF CONTRACT

6.1 The Contract shall be for the period of six (6) months from date of award.

6.2 Notwithstanding the foregoing, the City may terminate the Contract upon thirty (30) Calendar Days written notice by the Contract Administrator in the event that operational changes result in substantial changes to the requirement for the Work.

7. ASSIGNMENT

7.1 The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

8. SUBCONTRACTING

8.1 The Contractor shall not subcontract any portion of the Work to any person not identified as a Subcontractor in the Proposal without the prior written approval of the Contract Administrator.

8.2 If the Offerer proposes to subcontract any portion of the Work, he/she must submit a complete list of the proposed Subcontractors with the Proposal.

8.3 Where no Subcontractors are identified, it will be interpreted that the Offerer proposes to perform the Work with his/her own forces.

8.4 The fact that the Contractor is permitted to subcontract any portion of the Work as aforesaid shall not, however, relieve him of any responsibility for the proper commencement, execution and completion of the Work. The Contractor shall be fully responsible for each Subcontractor and his/her work and acts, and shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if he/she were performing the Work with his/her own forces.

9. INSURANCE

9.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, and such liability policy to also contain contractual liability, to remain in place at all times during the performance of the Work.

9.2 The Contractor shall provide and maintain automobile liability insurance for owned and non-owned automobiles used for or in connection with the project in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work.

- 9.3 The Contractor shall provide and maintain professional liability insurance, in the amount of at least five hundred thousand dollars (\$500,000.00) per claim and one million dollars (\$1,000,000.00) per policy to remain in place at all times during the performance of the Work and one (1) year after completion.
- 9.4 Deductibles shall be borne by the Contractor.
- 9.5 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- 9.6 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

10. WORKERS COMPENSATION

- 10.1 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.

11. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- 11.1 Information provided to an Offerer by the City or acquired by an Offerer 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. To the extent permitted, the City shall treat all proposals as confidential.
- 11.2 The Offerer shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.
- 11.3 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- 11.4 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- 11.5 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

12. INDEMNITY

- 12.1 The Contractor shall save harmless and indemnify the City for twice the contract price plus two million dollars, unless specifically stated otherwise in the contract documents, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his/her Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) failure to pay and obtain a discharge of a notice of claim for lien served upon the City in accordance with the requirements of The Builders' Liens Act;
 - (e) failure to pay a workers compensation assessment, or federal or provincial taxes;
 - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;

(g) inaccuracies in any information provided to the City by the Contractor.

12.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.

12.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.

12.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

13. EVENTS OF DEFAULT

13.1 An event of default will be deemed to have occurred if the Contractor:

- (a) abandons the Work; or
- (b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his/her creditors, or has a receiver or liquidator appointed in respect of his/her assets; or
- (c) in the judgment of the Contract Administrator, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
- (d) in the judgment of the Contract Administrator, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
- (e) fails to remedy any defective or deficient Work, or to remove any defective or deficient goods; or
- (f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the Contract Administrator; or
- (g) fails to make prompt payment to his/her Subcontractors, his/her employees or on account of the purchase or rental of equipment or material; or
- (h) fails to promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act; or
- (i) fails to comply with any laws, by-laws or statutory regulations; or
- (j) fails to provide competent supervision for the Work; or
- (k) fails to submit any schedules, documents or information required by the Contract; or
- (l) refuses or neglects to comply with an order given by the Contract Administrator; or
- (m) commits any other breach of the Contract.

13.2 Any provision of the Contract may be waived only by express waiver in writing by the Contract Administrator. No express waiver of any provision shall imply the waiver of any other provision.

13.3 If an event of default has occurred, the City may do any one or more of the following:

- (a) withhold or retain the whole or part of any payment;
- (b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
- (c) demand payment for any amount owed to the City.

13.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

14. DISCREPANCIES

14.1 If the Offerer finds discrepancies or omissions in the Request for Proposal or any part thereof, or is unsure of the meaning or intent thereof, he/she shall notify the Buyer.

- 14.2 The Buyer will, if he/she deems it necessary, issue addenda to all Offerers.
- 14.3 The Offerer is advised to direct all enquiries or comments to the Buyer at least five (5) Business Days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.

15. ADDENDA

- 15.1 The Buyer may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- 15.2 The Buyer will issue each addendum to all Offerers by:
- (a) mail, courier or facsimile transmission (fax) to the usual business address of the Offerer as shown in the records of the Materials Management Division; and/or
 - (b) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- 15.3 The Offerer is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Proposal cover page. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- 15.3.1 The Offerer is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Proposal.

16. PROPOSALS

- 16.1 Proposals must be in writing and must include as a minimum:
- (a) the Request for Proposal cover page completed with:
 - (i) the name and address of the Offerer;
 - (ii) the name and telephone number of a contact person authorized to represent the Offerer for the purposes of the Proposal;
 - (iii) the signature of a person or persons who have the authority to sign for the Offerer;
 - (b) a clear description of the equipment offered, service and support staff and Subcontractors proposed including:
 - (i) the key participants/project leads and their related experience;
 - (ii) previous Aquatic Safety Audits and Aquatic Human Resource Management experience;
 - (iii) roles of the individual team members and time commitment at each stage of the project;
 - (c) a schedule of prices for all equipment, software and services necessary to meet the mandatory requirements of the specifications;
 - (d) a list of currently operating installations complete with the type of system installed, number of years/months in use, a contact person name, telephone number and fax number for previous work in similar applications, particular experience with local governments in the adoption and implementation of an Aquatic Safety & Aquatic Human Resource Management Plan;
 - (e) descriptive literature and/or information demonstrating conformance to the specifications;
 - (f) a schedule of prices including an estimated total project cost, cost breakdown of the consultation process, per diem or hourly rates, travel costs, disbursements for each member of the proposed team.
- 16.2 Proposals must include a preliminary schedule addressing each phase of the project, including review and approval by the City at each critical milestone.

17. SUBMISSION OF PROPOSALS

- 17.1 The Proposal must be submitted enclosed and sealed in an envelope clearly marked with the RFP Number and the Offerer's name and address. The Offerer is requested to submit nine (9) copies of the Proposal.
- 17.2 The Proposal must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline.

17.3 Proposals received after the Submission Deadline will not be considered.

17.4 Proposals will not be opened or acknowledged publicly. The City will acknowledge receipt of each Proposal by written notice to the address of the Offerer as indicated in the Proposal.

18. WITHDRAWAL OF PROPOSALS

18.1 The Offerer may withdraw his/her Proposal without penalty at any time prior to the Submission Deadline.

18.2 The Proposal shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. An Offerer who withdraws his/her Proposal after the Submission Deadline but before his/her Proposal has been released or has lapsed shall be liable for such damages as are imposed upon the Offerer by law and subject to such sanctions as the City considers appropriate in the circumstances.

19. INTERVIEWS

19.1 The Contract Administrator may, at his/her sole discretion, interview Offerers during the evaluation process.

20. NEGOTIATIONS

20.1 The City reserves the right to negotiate details of the Contract with Offerers.

20.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Offerer is advised to present his/her best offer, not a starting position for negotiations, in his/her Proposal Submission; the City will not necessarily pursue negotiations with any Offerer.

20.3 If, in the course of negotiations pursuant to 20.2 or otherwise, the Offerer amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Offerer from the Proposal as originally submitted.

21. EVALUATION OF PROPOSALS

21.1 Award of this Contract will be based on the following evaluation criteria:

(a) conformance with mandatory requirements	pass/fail;
(b) qualifications of the Offerer	50%;
(c) proposed approach, methodology, time schedule and time devoted to the project	30%;
(d) per diem, travel and disbursements	10%;
(e) total contract cost	10%.

Conformance With Mandatory Requirements

21.2 Further to 21.1(a), the City may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Proposal or waive technical requirements if the interests of the City so require.

Qualifications of the Offerer

21.3 Further to 21.1(b), the City may reject any Proposal submitted by an Offerer who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified. A responsible and qualified Offerer is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.

21.4 The Offerer shall:

- (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Offerer and of any proposed Subcontractor including:
 - (i) proof that he/she is incorporated or otherwise authorized to do business in Manitoba;
 - (ii) proof that he/she is financially capable of carrying out the terms of the Contract;

- (iii) proof that he/she has successfully carried out works similar in scope and value, or is fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - (iv) such other pertinent data as may be required by the Buyer;
- (b) provide, on the request of the Buyer, full access to any of the Offerer's equipment and facilities to confirm, to the Buyer's satisfaction, that the Offerer's equipment and facilities are adequate to perform the Work.

Proposed Approach, Methodology, Time Schedule and Time Devoted to the Project

- 21.5 Further to 21.1(c), proposed approach, methodology, time schedule and time devoted to the project will be evaluated considering the Offerer's Proposal or in other information required to be submitted.

Per diem, Travel and Disbursements

- 21.6 Further to 21.1(d), per diem, travel and disbursements will be evaluated considering the Offerer's Proposal or in other information required to be submitted.

Total Contract Cost

- 21.7 Further to 21.1(e), total contract cost will be evaluated considering all elements of the Contract. The lowest cost fee proposal will receive the maximum number of points and all other will be prorated accordingly.

22. AWARD OF CONTRACT

- 22.1 The City shall not be obligated to award a Contract to an Offerer, even though one or all of the Offerers are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- 22.2 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Offerer whose Proposal is determined to be the most advantageous to the City.
- 22.3 The City will give notice of the award of Contract by way of a Letter of Intent or will give notice that no award will be made.
- 22.4 The Request for Proposal, including but not limited to the Specifications, Drawings and addenda, and the Contractor's Proposal shall be deemed to be incorporated in and to form a part of the Contract notwithstanding that they are not necessarily attached to or accompany said notice.
- 22.5 The name of the successful Offerer and the Contract amount will be made available, upon request, to Offerers only after award of Contract.