



# REQUEST FOR PROPOSAL

RFP-2020-02

REQUEST FOR PROPOSAL FOR  
WATER TOWER PAINTING PROJECT

Proposals shall be submitted to:

Daniel McDermid  
Director of Operations  
City of Selkirk  
Email: [dmcdermid@cityofselkirk.com](mailto:dmcdermid@cityofselkirk.com)

Issued: May 2020

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## **1 BACKGROUND AND PROJECT DESCRIPTION**

The City of Selkirk is extending this invitation and request for Proposal for the painting of a public art display on the Selkirk Water Tower located at 353 Jemima Street, Selkirk.

The Selkirk Water Tower was erected in 1961 and is a highly visible and recognizable landmark in Selkirk. The Water Tower was last painted in 1998 and is budgeted to be repainted in 2020.

The Water Tower is approximately 130 feet tall (see picture on page 7). The diameter is 48 feet at its widest and the sphere is 42 feet in height.

The Water Tower will either be painted or wrapped, depending on what is determined to be the best fit for the project. The existing paint will need to be removed so that the new design will start on bare metal.

This RFP is for the removal of the old paint, priming the entire Water Tower, and the application of new paint or wrapping of the Water Tower only. The City of Selkirk issued RFP-2020-01 in February asking for artists to submit designs for the project. The successful Proponent of this RFP will work with the contracted Artist to ensure that the integrity of their design is maintained. The artwork will be provided to Proponents after the May 12, 2020 RFP Acknowledgement date.

Before submitting a Proposal, proponents should visit the site of the project and acquaint themselves with the means of access, the conditions, nature and position of any existing structures, all obstructions, the nature and condition of the site, and all other factors which may affect the Proposal or the execution of the work.

It is expected that this Water Tower design will last roughly 20 years with minimal maintenance, so Proponents should fully understand the products selected need to have this type of long lifespan.

All work on this project must be completed by October 31, 2020.

## **2 GENERAL CONDITIONS**

The Proponent, by submitting this Proposal, agrees that this Proposal and any part of this Proposal is subject to these general conditions, in addition to any other terms and conditions set out in this request for Proposals document.

The submission of this Proposal; the receipt of this Proposal by the City of Selkirk and the opening of this Proposal does not in any way constitute acceptance of this Proposal.

This Proposal shall not be deemed in any way to be a unilateral contract; it is an offer by the Proponent to the City of Selkirk to carry out provisions as which may be accepted or rejected by the City of Selkirk's entire discretion.

All Proposals must be complete and received prior to the Proposal closing date and time. Late Proposals will not be accepted.

Any Proposals that have been modified by the addition of clauses or qualifiers may not be accepted.

## **2.1 PROPOSAL SUBMISSION**

All Proposals must be complete, signed by an authorized official of the company, and shall be delivered to the City in accordance with the instructions set out herein. Proposals submitted after the Submission Closing Date will not be evaluated. **The Submission Closing Date is May 29, 2020 at 2:00 pm (CST).**

## **2.2 ADDRESS OF SUBMISSION**

Each Proponent is required to deliver their Proposal on or before the Submission Closing Date to:

Daniel McDermid, Director of Operations, City of Selkirk  
Email: [dmcdermid@cityofselkirk.com](mailto:dmcdermid@cityofselkirk.com)

## **2.3 PROPONENTS REPRESENTATIVE**

Each Proponent is requested to designate, within 7 days of receiving this RFP one individual to whom any additional information deemed relevant to this RFP may be communicated. This attached RFP Acknowledgement Form is to be filled out and returned to the City of Selkirk.

## **2.4 RIGHT TO CANCEL RFP AND TO ACCEPT PROPOSALS**

The RFP is solely a Request for Proposals. It is not an invitation for tenders, an offer to contract, or an invitation for offers capable of acceptance to create a contract. No contractual or other legal obligations or relations between the City and any other person can or will be created except in a written contract executed by two authorized signatories of the City under the authority of an express resolution or bylaw of the City Council.

In considering any responses delivered in response to this RFP, the City (including through the City's Representative) reserves the absolute and unfettered discretion to:

- accept or reject any Proposal that fails to comply with the requirements set out in this RFP for the content of Proposals;
- disqualify more than one Proposal from an individual, firm, partnership or association under the same or different names. Collusion between Proponents will be sufficient cause for rejection of all Proposals so affected;
- assess Proposals as it sees fit, without in any way being obliged to select any Proposal or Proponent;
- assess and select Proposals as it sees fit without being obliged in any way to select the Proposal that offers the lowest price or cost;

- determine whether any Proposal or Proposals satisfactorily meet the selection criteria set out in this RFP;
- require clarification after the dates and times set out above from any one or more of the Proponents in respect of Proposals submitted;
- communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspects of the Project;
- reject any or all Proposals with or without cause, whether according to the selection criteria set out above or otherwise.

Each Proponent is solely responsible for the risk and cost of preparing and submitting its Proposal in response to this RFP and neither the City nor its officials, employees or consultants (including the City's Representative) are liable for the cost of doing so or obliged to remunerate or reimburse any Proponent for that cost.

By submitting its Proposal to the City, each Proponent represents and warrants to the City that the information in its Proposal is accurate and complete.

This RFP does not impose on the City any duty of fairness or natural justice to any or all respondents with respect to this RFP or to the process it creates. The City is entitled to act in its sole, absolute and unfettered discretion.

## **2.5 CHANGES TO THE REQUEST FOR PROPOSALS**

Any changes or revisions to this RFP will be issued to all Proponents in writing as a formal addendum to the RFP.

Prior to the Submission Closing Date, the City may modify any provision or part of the RFP at any time upon notice in writing to the Proponents, if a reasonable time is allowed by the City for the Proponents to respond to such modifications including, without limitation, the opportunity to make any necessary changes to their respective Proposals.

Any Proposals that have been modified by the addition of clauses or qualifiers may not be accepted.

## **2.6 CLARIFICATION OF PROPOSALS**

The City reserves the right to request that each Proponent clarify or make changes to its Proposal. The City may choose to meet with some or all of the Proponents to discuss aspects of their Proposals. The City may require Proponents to submit supplementary documentation clarifying any matters contained in their Proposals or the City may prepare a written interpretation of any aspect of a Proposal and seek the respective Proponents acknowledgement of that interpretation.

The supplementary documentation accepted by the City and written interpretations which have been acknowledged by the relevant Proponents shall be considered to form part of the Proposals received from those Proponents.

The City is not obliged to seek clarification from any Proponent with regard to any aspect of their Proposal.

## **2.7 INQUIRIES**

All requests for clarification or inquiries concerning this RFP should be forwarded in writing by no later than one week prior to the Submission Closing Date. Enquiries to be sent to the City's Representative:

City of Selkirk  
Dan McDermid  
Email: [dmcdermid@cityofselkirk.com](mailto:dmcdermid@cityofselkirk.com)  
Phone: (204)785-4932

Responses to all requests for clarification will be provided **in writing** to the persons identified as the Proponents' representative.

Responses to all inquiries where the inquiry does not amount to a clarification will be provided by the City **in writing** only to the Proponent making the inquiry. (e.g. inquiry as to whether proprietary technology proposed to be used by the Proponent is acceptable to the City).

## **2.8 AMENDMENTS TO PROPOSALS BEFORE SUBMISSION DATE**

A Proponent is entitled to amend its Proposal at any time before the Submission Closing Date.

## **2.9 WITHDRAWAL OF PROPOSAL**

The Proponent may withdraw their Proposal at any time before the Submission Closing Date.

## **2.10 INCOMPLETE PROPOSALS**

The City reserves the right to reject any Proposal whether or not completed properly and whether or not it contains all the required information. Without prejudice to this right, the City may request clarification where any Proponent's intent is unclear and may waive or request amendment where, in the opinion of the City, there is a minor irregularity or omission in the information that is to be submitted in a Proposal.

## **2.11 MISLEADING OR FALSE INFORMATION**

If the City determines that a Proposal contains false or misleading information, the City is entitled to reject that Proposal at any time as being invalid.

## **2.12 CONFIDENTIALITY OF PROPOSALS**

The City is subject to the Freedom of Information and Protection of Privacy Act. That Act creates a right of access to records in the custody or under control of the City, subject to the specific exceptions in that right set out in the Act. The City will receive all Proposals submitted in response to this RFP in confidence. Because of the right of access to information created by that Act, the City does not guarantee that information contained in any Proposals will remain confidential if a request for access in respect of any Proposal is made under the Act.

Proponents are required to keep their Proposals confidential and must not disclose their Proposals or information contained in them, to anyone else without the prior written consent of the City.

### **2.13 PROPRIETARY INFORMATION**

If a Proponent considers that any part of its Proposal is proprietary, including by reason of its being copyright, the Proposal must clearly identify those portions that are considered proprietary.

### **2.14 WAIVER AND ALLOCATION OF RISK**

The City accepts no responsibility or liability for the accuracy or completeness of this RFP (including schedules or appendices to it) or of any recorded or oral information communicated or made available for inspection by the City (including through the City's Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the City with respect to the accuracy or completeness of any of those things. The sole risk, responsibility and liability connected with reliance by any Proponent or any other person on this RFP or any other such information as is described in this paragraph is solely that of each Proponent. Each Proponent acknowledges and agrees that it is solely responsible for obtaining its own independent financial, legal, accounting, engineering and other advice with respect to the contents of this RFP or any such information as described in this paragraph. Each Proponent who submits a Proposal to the City is deemed to have released the City from, and waived, any action, cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected with or arising out of the contents of this RFP or any such information as is described in this paragraph. Each Proponent who submits a Proposal is deemed to have agreed that it is solely responsible and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and of the project, and to prepare its Proposal.

### **2.15 LOWEST PRICE**

The Proposal with the lowest quoted cost(s) or other quoted amounts will not necessarily be selected. While cost is an important element in the selection process, it is to be clearly understood that it is only one of the many factors that the City will consider in evaluating Proposals as described in a following section.

### **2.16 LEGISLATION, REGULATIONS, BY-LAWS AND CODES**

Each Proponent and/or any Person acting under its direction, must identify and comply with all laws, regulations, by-laws, rules and codes relating to the project imposed by any governmental authority. This will include compliance with the regulatory and approval requirements of the Government of Canada, the Province of Manitoba and the City of Selkirk.

### **2.17 PROPONENTS RESPONSIBILITY FOR DUE DILIGENCE**

It is each Proponent's responsibility to ensure that it has all necessary information concerning the intent and requirements of this RFP and the Project.

Each Proponent is solely responsible for the examination and review of all documents and information provided or required hereunder, for satisfying itself as to the nature of the Project, the general and local conditions to be encountered in the implementation of the Project and all other matters which may in any way affect the project or the cost or time required to complete the Project.

## **2.18 NEGOTIATIONS WITH PREFERRED PROPONENT**

If the City selects a Preferred Proponent, the City will enter into negotiations with the Preferred Proponent in an attempt to settle one or more agreements necessary to implement the Project, as generally described in this RFP. If the City considers that it is unlikely to settle such agreements with the Preferred Proponent despite having negotiated with the Preferred Proponent for at least 10 days after selection of the Preferred Proponent, the City is entitled to cease negotiations with the Preferred Proponent and to begin negotiations with another Proponent.

## **2.19 AWARD OF PROPOSAL**

Award of this Proposal is subject to the approval of City Council.

## **3 BIDDING PROCEDURES**

### **3.1 SUBMISSION SCHEDULE**

The following dates are a requirement to be met:

- RFP Issuance May 5, 2020
- RFP Acknowledgement May 12, 2020
- RFP Close May 29, 2020
- Anticipated Award of RFP June 15, 2020

### **3.2 ADDENDA**

The City's Representative 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.

The City's Representative will issue each addendum at least two (2) business days prior to the submission deadline or extend the submission deadline by two (2) business days.

The Proponent shall acknowledge receipt of each addendum within their Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

### **3.3 PROPOSAL SUBMISSION**

The Proposal shall consist of the following components:

Part A – Proposal

Part B – Cost Proposal



Proposals should be emailed to [dmcdermid@cityofselkirk.com](mailto:dmcdermid@cityofselkirk.com) in two separate emails. One being Part A (details below) and the second being Part B – Cost Proposal. The Fee Proposal will only be opened after evaluating Part A.

**The Proposal – Part A** - shall consist of the following:

- a) Company Profile and Industry Experience – General firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent.
- b) Personnel – Describe the project team organization, provide details of personnel qualifications, education and experience of the team members.
- c) Management – Proposals should include a methodology describing your team's project management approach and organization during the performance of services, so that the evaluation committee has a clear understanding of the methods the proponent and sub consultants will use in the delivery of this project.
- d) Technical - The technical proposal should address the deliverables and associated task requirements required by the scope of services. It should clearly identify and explain work activities and identify all assumptions and interpretations. Specifically, Proposals should describe the proponent's practical understanding of the project, specifically:
  1. The detailed proposal of how to remove the existing paint and contain the waste from the Water Tower;
  2. Proponent's technical approach and methodology to complete the project;
  3. Collaborative process to be used by the team with the Artist and the City;
  4. Any location specific issues;
  5. Activities and services to be provided;
  6. Warranty and life expectancy of wrap/paint; and
  7. The deliverable(s) of the project
- e) Schedule – The schedule should address each requirement of the scope of services. The Proponent's schedule should include critical dates for review and approval processes by the City of Selkirk.

**Cost Proposal – Part B** - Proponents shall include a cost Proposal in a separate email labelled "Part B – Cost Proposal for the Water Tower Painting Project." The Proposal shall include:

1. Base price and all applicable taxes (GST & PST) shown separately
2. Any ongoing maintenance requirements and costs

### 3.4 QUALIFICATION

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, licenced or permitted by law to carry on business in Manitoba, or, if the proponent does not carry on business in Manitoba, in the jurisdiction where the proponent does carry on business.
- b) Be financially capable of carrying out the terms of the contract;
- c) Have all the necessary experience, capital, organization and equipment to perform the services in strict accordance with the terms and provisions of the contract;
- d) Senior project personnel as well as project engineers must be registered in Manitoba.

### 3.5 OPENING OF PROPOSALS

Proposals will not be opened publicly. Proposals will be evaluated in accordance with the evaluation criteria stated in this document.

### 3.6 EVALUATION OF PROPOSALS

Proposals will be evaluated by members of the selection committee, which will be comprised of staff from the City of Selkirk Operations Department.

Proposals will be evaluated in accordance with the following evaluation criteria:

Evaluation Criteria	Points
<b>Part A</b>	
Company Profile and Industry Experience	5
Personnel – experience, education and past performance	15
Personnel – project team organization	5
Management	5
Technical – project understanding	15
Technical – services provided and approach	15
Technical - organization	5
Technical – warranty of product	5
Schedule	10
<b>Part B</b>	
Cost	20
<b>TOTAL</b>	<b>100</b>

Proponents receiving 50 points or less on Part A will be disqualified and their fee Proposal unopened.

### **3.7 AWARD OF CONTRACT**

The City of Selkirk will give notice of the award of contract or will give notice that no award will be made.

Where an award of contract is made by the City of Selkirk, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer as determined by the evaluation committee.

If, after the award of contract, the project is cancelled, the City of Selkirk reserves the right to terminate the contract. The Proponent will be paid for all services rendered up to time of termination.

### **3.8 INSURANCE AND INDEMNITY**

The successful Proponent will be responsible for obtaining and maintaining, at their own expense, until the completion of the contract:

**3.8.1** Commercial General Liability Insurance of not less than Three Million (\$3,000,000) inclusive per occurrence for all operations of the contractor including protecting City premises on or near which operations are to be performed. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include, but not be limited to, bodily injury including death, personal injury, damage to property including loss of use thereof, contractual liability, non-owned automobile and contain a cross liability, severability of insured clause. The City of Selkirk is to be added as an additional insured but only with respect to liability arising out of the operations of the named insured.

**3.8.2** Standard Automobile Policy subject to a limit of not less than Two Million (\$2,000,000) per accident for all licenced Motor Vehicles owned or leased by the successful proponent. Coverage must also apply in the event the operations of the insured result in a pollution condition including remediation costs. Coverage shall not include any endorsement which removes coverage for attached machinery.

**3.8.3** All insurance policies and certificates must include an endorsement providing ten (10) days prior written notice to the City of cancellation or reduction of coverage. The contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force.

**3.8.4** Prior to commencement of the work and upon the placement, renewal, amendment or extension of all or any part of the insurance, the successful proponent shall file with the City confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an

authorized representative of the insurer together with copies of any amending endorsements applicable to the work. The certificate shall include the project name and general description.

**3.8.5** All applicable deductibles under the above required insurance policies are at the sole expense of the successful proponent. All policies shall apply as primary and not as excess of any insurance available to the City.

**3.8.6** It is expected by the City that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated under Section 2.9 Insurance and Indemnity have been met.

#### **4 WINNING ARTWORK**

The winning artwork will be given to all proponents after the RFP Acknowledgement date of May 12, 2020.

**RFP Acknowledgement Form**

**RFP No: 2020-02**

**Request for Proposal for Water Tower Painting Project**

Complete this form and return immediately (by May 12, 2020) by email to:

City of Selkirk  
Operations Department

**operations@cityofselkirk.com**

In order to receive any additional information regarding this RFP (e.g. amendments, etc.) please complete this form and return by fax to the RFP contact person.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

I authorize the City of Selkirk to send further correspondence (where unable to e-mail) relevant to this RFP that is deemed to be of an urgent nature by the following method:

**Courier collect:** courier name and acct. no. \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Position:** \_\_\_\_\_