

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Tom Wallace

Email: twallace@winnipeg.ca

Telephone No. 204 986-2500

Facsimile No. 204 986-7920

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 **Proposal Submissions must be submitted to the address in B6.10**

D3. BACKGROUND

D3.1 This request for proposals (RFP) solicits proposals from qualified and experienced Consultants to facilitate a process that will support the Winnipeg Fire Paramedic Service (WFPS) goal of providing safe, effective, and efficient fire, rescue and medical response, and position the Department for eventual accreditation through the Commission of Fire Accreditation International (CFAI)

D3.2 The intent of the scope of work is to produce a "Standards of Cover" document that is fully compliant with industry best practices in the field of deployment analysis and station location analysis which will be used to determine the distribution and concentration of resources. It will be used by the Department as a tool that will assist in determining the most effective and efficient methods for providing quality services

D3.3 The WFPS has four service areas-Fire and Rescue Response, Medical Response, Fire and Injury Prevention, and Emergency Preparedness. The WFPS Provides these services to 709,253 residents and an area covering 478 square kilometres. The WFPS has adopted an integrated service delivery model with the deployment of paramedic services from fire apparatus, ambulances, and community sites.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of a data driven examination of system performance and overall evaluation of risk. The research evaluation and analysis of data will result in a thorough, analytical evaluation of the findings and be based on nationally recognized guidelines and criteria including the National Fire Protection Association (NFPA), Insurance Services Office (ISO) schedules, CFAI, any Municipal, Provincial, or Federal mandates relative to emergency services, and generally accepted practices within emergency services. The Standards of Cover document will include the following:

(a) An overview of the City of Winnipeg and the WFPS

(a) An assessment of the community's hazards and risks

(i) Overview of the community risk assessment methodology

(ii) Community risk assessment results

- (iii) Monitoring and updating community risk assessments
- (b) Fire Paramedic Service Delivery Model
 - (i) Municipality and governance
 - (ii) City Administration
 - (iii) Legislated Powers of the Fire Paramedic Service
 - (iv) Fire Paramedic Service Structure
- (c) Fire Paramedic Service History
- (d) Financial Resources
 - (i) Budget process
 - (ii) Operating funding
 - (iii) Capital funding
 - (iv) Challenges of managing growth
 - (v) Unfunded capital projects
- (e) Staffing
- (f) Managing Community Risk
 - (i) Fire and Injury Prevention
 - ◆ Public Education
 - ◆ Inspections and technical services
 - ◆ Fire investigations
 - (ii) Response preparedness
 - ◆ Fire paramedic stations
 - ◆ Apparatus
 - ◆ District familiarization, training and pre-incident planning
 - ◆ Critical tasking
 - ◆ Disaster planning and preparedness
 - (iii) Emergency response
 - ◆ Incident management system
 - ◆ Services provided and deployment of resources
- (g) System Performance (An analysis and determination of critical tasking and effective response force; Evaluations of historical performance, concentration and reliability)
 - (i) Distribution of resources
 - ◆ First due district characteristic
 - ◆ Response area coverage
 - ◆ Distribution-related response time performance
 - ◆ Distribution of resources conclusion
 - (ii) Concentration of resources
 - ◆ Apparatus locations
 - ◆ Response area coverage
 - ◆ Concentration-related response time performance
 - ◆ Concentration of resources conclusion
 - (iii) Response reliability
 - ◆ Response reliability within first-due districts
 - ◆ Response reliability conclusion
 - (iv) Comparability
 - ◆ Ontario Municipal Benchmarking Initiative
 - ◆ Industry Best Practices

- ◆ Comparability Conclusion
- (h) Service Level Benchmarks and Baseline Performance
 - ◆ Baseline and benchmark performance objectives and compliance methodology
- (i) Overall evaluation of findings with recommendations
 - (i) Evaluation methodology
 - (ii) System performance challenges
 - ◆ Response time performance
 - ◆ Conclusions
 - (iii) Recommendations
 - (iv) Compliance Methodology
 - ◆ Reporting processes
 - ◆ Ongoing evaluation plan

D4.1.1 Phase 2-Winnipeg Fire Paramedic Service Master Plan

- (a) The City of Winnipeg may, at its discretion, negotiate and award a second phase to the successful proponent of phase one without solicitation of competitive offers. This phase may have the proponent deliver a WFPS Master Plan including but not limited to the following:
 - (i) Evaluation of Current Conditions
 - ◆ Service Delivery Model
 - ◆ Administration
 - ◆ Asset Management and Capital Program
 - ◆ Operations Management
 - ◆ Service Quality
 - ◆ Support Programs
 - ◆ Emergency Medical Services
 - ◆ Community Paramedicine
 - ◆ Emergency Preparedness Program
 - (ii) Anticipated Growth in Service Delivery
 - (iii) Response Standards and Benchmarks
 - (iv) Strategic Implementation
 - (v) Conclusion

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D5.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
 - (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Consultant 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 Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D7. INSURANCE

D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

(a) Comprehensive or Commercial General Liability Insurance including:

- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
- (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;

(b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. 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) Professional Errors and Omissions Liability Insurance including:

- (i) an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate.

D7.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twenty-four (24) months after total performance.

D7.3 The policies required in D7.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).

D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified

- in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D7.8.
- D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D8.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the insurance specified in D7;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D8.3 The City intends to award this Contract by September 7, 2016.