



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 571-2013

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR A
RECREATIONAL NEEDS ASSESSMENT OF THE DANIEL MCINTYRE WARD OF THE CITY
OF WINNIPEG**

Proposals shall be submitted to:

**The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
------------------	---

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	4
B9. Experience of Proponent and Subconsultants (Section C)	4
B10. Experience of Key Personnel Assigned to the Project (Section D)	4
B11. Project Understanding and Methodology (Section E)	5
B12. Project Schedule (Section F)	5
B13. Qualification	5
B14. Opening of Proposals and Release of Information	6
B15. Irrevocable Offer	6
B16. Withdrawal of Offers	6
B17. Interviews	7
B18. Negotiations	7
B19. Evaluation of Proposals	7
B20. Award of Contract	8

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Overview	1
D4. Background	1
D5. Project Objectives	2
D6. Scope of Services	2
D7. Ownership of Information, Confidentiality and Non Disclosure	2

Submissions Prior to Start of Services

D8. Authority to Carry on Business	3
D9. Insurance	3

Schedule of Services

D10. Commencement	4
D11. Critical Stages	4

Appendix A – Ward Map

Appendix B – Resident Organizations Providing Service and Support to Residents Within the Daniel McIntyre Ward

Appendix C – Listing of Recreation Amenities Located Within the Daniel McIntyre Ward

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR A RECREATIONAL NEEDS ASSESSMENT OF THE DANIEL MCINTYRE WARD OF THE CITY OF WINNIPEG

B1.2

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 30, 2013.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

B4.1 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 Project Manager. 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.

B4.2 The Proponent 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 Project Manager.

B5. ADDENDA

B5.1 The Project Manager 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.

B5.2 The Project Manager 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.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8;

B6.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
- (c) Project Understanding and Methodology (Section E) in accordance with B11; and
- (d) Project Schedule (Section F) in accordance with B12.

B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.

B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(a).

B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on 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 its 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D5 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b).
- B8.5 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in delivering recreational needs assessment and/or public engagement services on up to three projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) the team's approach to providing recreational needs assessment analysis, strategies used to identify service gaps and methodology used to create prioritized listing of recreation programming and amenity needs;
 - (d) project's original cost and final cost;
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project outlining team members, reporting relationships and roles.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. Include educational background and degrees, professional recognition, job title, years of experience in current position, and years of

experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D5.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's approach to public engagement;
 - (c) the City's Project methodology with respect to the information provided within this RFP; and
 - (d) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D5.

B12. PROJECT SCHEDULE (SECTION F)

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments, durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times should be allowed for completion of these processes ensuring the project completion dates are achieved.

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, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (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;
- B13.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B13.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B13.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B13.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

- B16.1.3** If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. INTERVIEWS

B17.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B13: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 10%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 10%

B19.2 Further to B19.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B19.4 Further to B19.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B19.5 Further to B19.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B19.6 Further to B19.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B19.7 Further to B19.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B19.8 Further to B19.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B19.9 Notwithstanding B19.1(d) to B19.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B20.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B20.4 The City may, at its discretion, award the Contract in phases.
- B20.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B20.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

- B20.6 Further to Paragraph 6 of Form A: Proposal and C4, the successful Bidder will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B20.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B20.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B20.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

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:

Dan Prokopchuk

Email: dprokopchuk@winnipeg.ca

Telephone No. 204 986-8503

Facsimile No. 204 986-8112

D2.2 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

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

D3. OVERVIEW

D3.1 The intent of this RFP is to complete a recreational needs assessment within the Daniel McIntyre Ward.

D3.2 The assessment process must include community engagement with stakeholders; including residents and resident organizations within the ward and organizations providing recreation services within the ward.

D3.3 It is envisioned that the results of this needs assessment will be integrated into the long-term strategy for the recreational services and amenities within the Daniel McIntyre Ward.

D4. BACKGROUND

D4.1 On June 11, 2013, Standing Policy Community on Property and Development directed the Winnipeg Public Service to proceed with an assessment of the recreational needs in the Daniel McIntyre Ward.
<http://winnipeg.ca/CLKDMIS/ViewDoc.asp?DocId=12764&SectionId=338780&Initurl=/CLKDMIS/Documents/pd/2013/a12764>

D4.2 The Daniel McIntyre Ward is located in centre-west area of the City of Winnipeg. The 2006 Census year listed the population of this ward as 43,995.
Ward Map —Appendix A or available online at <http://now.winnipeg.ca/maps/daniel-mcintyre-ward-map>

D4.3 Stakeholders identified for this Project include (but are not limited to):

- (a) Residents within the Daniel McIntyre Ward;
- (b) Resident Organizations providing service and support to residents within the Daniel McIntyre Ward (Appendix B);
- (c) Organizations providing recreation service / programming within the Daniel McIntyre Ward (Appendix B); and
- (d) Elected Officials representing the Daniel McIntyre Ward.

D4.4 Listing of Recreation Amenities located within the Daniel McIntyre Ward (Appendix C)

D5. PROJECT OBJECTIVES

D5.1 Specific objectives of the project include:

- (a) To obtain a comprehensive recreational needs assessment of the stakeholders and recreation amenities within the Daniel McIntyre Ward;
- (b) To ensure meaningful and appropriate community input into the assessment;
- (c) To ensure assessment includes input from children and youth residing within the Daniel McIntyre Ward;
- (d) To identify recreation programming and/or amenity service gaps within the Daniel McIntyre Ward; and
- (e) To obtain a prioritized listing of recreational programming and/or amenity needs within the Daniel McIntyre Ward.

D6. SCOPE OF SERVICES

D6.1 The Services required under this Contract shall consist of a recreational needs assessment of the Daniel McIntyre Ward.

D6.1.1 The major components of the services shall include, but not be limited to the following:

- (a) Meeting with the Project Steering Committee, to be developed in conjunction with Project Manager after award, to confirm key City of Winnipeg personnel and review public engagement approaches and project schedule as described in Proposal;
- (b) Recreation needs assessment of existing recreation programming and amenities identifying service gaps;
- (c) The development of a comprehensive community engagement / consultation strategy to ensure meaningful stakeholder input into the assessment that includes;
 - (i) Consultation with ward residents, key stakeholders and elected officials within the Daniel McIntyre ward;
 - (ii) Specific strategies to obtain meaningful input from children and youth residing within the Daniel McIntyre Ward; and
 - (iii) The provision of at least two (2) public/stakeholder workshops.
- (d) Preparation of documents presenting findings of needs assessment and prioritized programming and/or amenity service gaps within the Daniel McIntyre Ward.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the 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.

D7.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D7.3 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.

D7.4 A Consultant who violates any provision of D7 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. INSURANCE

D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D9.2 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 \$5,000,000 per claim and \$5,000,000 in the aggregate.

D9.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

D9.3 The policies required in D9.2(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.

D9.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D9.2(a).

D9.5 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 D9.10.

- D9.6 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.
- D9.7 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.
- D9.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D9.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D9.8.
- D9.10 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

D10. COMMENCEMENT

- D10.1 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.
- D10.2 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 D8;
 - (ii) evidence of the insurance specified in D9;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.3 The City intends to award this Contract by October 4, 2013.

D11. CRITICAL STAGES

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Project Completion – Needs assessment and prioritized summary of findings – November 30, 2013;

APPENDIX A – WARD MAP



**APPENDIX B – RESIDENT ORGANIZATIONS PROVIDING SERVICE AND SUPPORT TO RESIDENTS
WITHIN THE DANIEL MCINTYRE WARD**

Organization	Address
Community Associations	
Age & Opportunity West End Senior Centre	715 Telfer Street North
Art City	616 Broadway Avenue
Broadway Neighbourhood Centre	185 Young Street
Broadway Seniors Resource Council	306-691 Wolseley Avenue
Central Neighbourhoods Development Corporation	372 Notre Dame Avenue
Central Park Neighbourhood Association	372 Notre Dame Avenue
Daniel McIntyre St Matthews Community Association	823 Ellice Avenue
Friends of Sherbrook Pool	583 Ellice Avenue
Immigrant and Refugee Community Organization of Manitoba	95 Ellen Street
Ma Mawi Wi Chi Itata Centre	445 King Street
Needs Centre for War Affected Families	251 A Notre Dame Avenue
Resource Assistance for Youth (RaY)	125 Sherbrook Street
Sherbrook Sharks	sherbrooksharkswimclub.ca
Spence Neighbourhood Association	615 Ellice Avenue
West Broadway Youth Outreach	203-222 Furby Street
West Central Community Program	103-365 McGee Street
West Central Women's Resource Centre	640 Ellice Avenue
West End Cultural Centre	586 Ellice Avenue
Winnipeg Boys and Girls Club	300 - 61 Juno Street
Community Centres	
Valour Community Centre	715 Telfer Street North
Robert A. Steen Community Centre	980 Palmerston Avenue
Schools	
Clifton School	1070 Clifton Street
General Wolf School	661 Banning Street
Greenway School	390 Burnell Street
Isaac Brock School	1265 Barratt Avenue
John M. King School	525 Agnes Street
Laura Secord School	960 Wolseley Avenue
Mulvey School	750 Wolseley Avenue
Principal Sparling School	1150 Sherburn Street
Sargent Park School	1070 Dominion Street
Sister McNamara School	460 Sargent Avenue
St. Edwards School	836 Arlington Street
Wellington School	690 Beverley Street
Wolseley School	511 Clifton Street

APPENDIX C – LISTING OF RECREATION AMENITIES LOCATED WITHIN THE DANIEL MCINTYRE WARD

Libraries, Arenas, Aquatic and Recreation Facilities

West End Library	999 Sargent Avenue
Cindy Klassen Recreation Complex	999 Sargent Avenue
Sherbrook Pool	381 Sherbrook Street
Sargent Park Arena	1111 Wall Street
Magnus Eliason Recreation Centre	430 Langside Street

Wading Pools & Water Parks

Central Park	400 Cumberland Avenue
Home Playground	772 Sargent Avenue
Jacob Penner Park	780 McGee Street
John M King	525 Agnes Street
Magnus Eliason Recreation Centre	430 Langside Street
Robert A. Steen Memorial Community Centre	980 Palmerston Avenue
Sargent Park	1106 Downing Street
Valour Community Centre - Clifton Site	1315 Strathcona Street
Valour Community Centre - Isaac Brock Site	715 Telfer Street N
Valour Community Centre - Orioles Site	448 Burnell Street
Vimy Ridge Memorial Park	821 Preston Avenue

Skateboard Parks

Sargent Park	999 Sargent Avenue
--------------	--------------------

Parks, Open Space and Athletic Fields

Agnes - St. Matthew Greenspace	354 Agnes Street
Aubrey Playground	35 Aubrey Street
Canora Green	850 Palmerston Avenue
Central Park	400 Cumberland Avenue
Clifton Bay Park - 1	Clifton Street S of Sargent Avenue
Clifton Bay Park - 2	W/S Clifton Street N of Wellington
Clifton Bay Park - 3	W/S Clifton Street S of Richard Avenue
Clifton Bay Park - 4	Clifton Street N of Ellice Avenue
Denson / Riddle Park	624 Denson Place
Evanson Tot Lot	165 Evanson Street
Furby Tot Lot	505 Furby Street
Greenwood Park	1270 Wolseley Avenue
Halter Park	NE corner of Raglan Road & Wolseley Avenue
Home Playground	772 Sargent Avenue
Jacob Penner Park	659 Wellington Avenue
Lipton Park	878 Lipton Street
Maryland Tot Lot	SE corner Maryland & Wellington
Minto Athletic Grounds	685 Minto Street
Minto Tot Lot	643 Minto Street
Nellie McClung Park	55 Lenore Street
North Maryland Bridge	W of Maryland Street & N of Assiniboine River
Odeon Triangle	Btwn Smith Street, Notre Dame & King Street
Omand Park	1430 Portage Avenue

Parks, Open Space and Athletic Fields (continued)

Omand's Creek Greenway	N/S Portage Avenue W of Strathcona Street
Richard Buffer West	SE corner Richard Avenue & Valour Road
Robert A. Steen Memorial Community Centre	980 Palmerston Avenue
Saigon Park	485 Ellice Avenue
Sargent Park	999 Sargent Avenue
Sherbrook Lots - North	563 Sherbrook Street
Sherburn Tot Lot	546 Sherburn Street
Simcoe Tot Lot	330 Simcoe Street
Spence Tot Lot	636 Spence Street
Valour Community Centre - Isaac Brock Site	715 Telfer Street N
Valour Community Centre - Clifton Site	1315 Strathcona Street
Valour Community Centre - Orioles Site	444 Burnell Street
Valour Park Road	W/S Valour Road, N of Wellington Avenue
Vimy Ridge Memorial Park	821 Preston Avenue
Westminster Tot Lot	852 Westminster Avenue
William Marshall Park	Dominion Street at Assiniboine River