



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 968-2013

**REQUEST FOR PROPOSAL FOR RECRUITMENT SERVICES FOR THE POSITION
OF CHIEF ADMINISTRATIVE OFFICER**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR RECRUITMENT SERVICES FOR THE POSITION OF CHIEF ADMINISTRATIVE OFFICER

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 9, 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 Contract Administrator 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 Contract Administrator identified in D3.1.

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

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder 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 Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

- B5.1 The Contract Administrator 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 Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- 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 he/she 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. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.8, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B19.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following:
- (a) Experience of Company;
 - (b) Experience of Key Personnel;
 - (c) Methodology.
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 Further to B7.1, 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.
- B7.5 Further to B7.2, 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.
- B7.6 Bidders should submit one (1) unbound original (marked “original”) and one (1) copy.
- B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B19.1(a).
- B7.9 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.9.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.11 Proposals shall be submitted to:

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

B8. PROPOSAL

B8.1 The Bidder shall complete Form A: Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder 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.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder 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 Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B9.1.1 Notwithstanding C11.1.3, the price on Form B: Prices 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.

B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. EXPERIENCE OF COMPANY

B11.1 Proposals should include details demonstrating the relevant experience pertaining to the ability to effectively perform the work outlined in the Scope of Work, D2. This should include the following information:

- (a) a list of past executive services at a comparative CAO level;
- (b) local and national experience;
- (c) past public sector experience;
- (d) sourcing affiliations;
- (e) three (3) client references for projects similar in size and scope. Each reference should consist of a company name, contact name, email address, phone number and a brief description of the project;
- (f) any and all sourcing restrictions.

B12. EXPERIENCE OF KEY PERSONNEL

B12.1 Proposals should include the names of the team members and describe the following for each:

- (a) credential;
- (b) qualifications;
- (c) experience in conducting work similar to that outlined in the Scope of Work, D2;

- (d) the role that each team member will have on the project;
- (e) the work that will be conducted under each team member's role.

B13. METHODOLOGY

B13.1 Proposals should describe the approach that will be taken in sourcing, screening and presenting long, short-list and preferred candidate(s), including specific assessment tools that will be administered. This should include:

- (a) the approach to be taken in sourcing candidates;
- (b) the material to be presented to potential candidates;
- (c) the material to be presented to selection committee;
- (d) the screening methods to be utilized;
- (e) the types of background checks to be conducted on candidates presented for interviews and final preferred candidate, including references, criminal record check, etc.;
- (f) proposed timelines to conduct the project work, with key milestones;
- (g) detailed prices for all project fees indicated on Form B: Prices which should include all out-of-pocket expenses, and
 - (i) the manner in which the project expenses will be billed.
 - (ii) guarantees, if any.
 - (iii) scheduling of payment of project fees.

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 Bidder 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 Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Bidder 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 Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished 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 Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B16.1.1 Notwithstanding C22.5, 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 Bidder'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 Bidder 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 Bidder'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 Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder 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 Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B18. NEGOTIATIONS

- B18.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders 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 Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Bidder 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 Bidder 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 Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: pass/fail
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10: pass/fail
 - (c) Total Bid Price: 20%;
 - (d) Experience of Company: 30%;
 - (e) Experience of Key Personnel: 30%;
 - (f) Methodology: 20%;
 - (g) economic analysis of any approved alternative pursuant to B6.

- B19.2 Further to (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 (b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B19.4 Further to (c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B19.5 Further to B19.1(d), Experience of the Company shall be evaluated considering the information submitted in response to B7.2 and B11.
- B19.6 Further to B19.1(e), Experience of Key Personnel shall be evaluated considering the information submitted in response to B7.2 and B12
- B19.7 Further to B19.1(f), Methodology shall be evaluated considering the information submitted in response to B7.2 and B13.
- B19.8 This Contract will be awarded as a whole.
- B19.9 Notwithstanding B19.1(d) to B19.1(f), where Proponents fail to provide a response to B7.2(a) to B7.2(c), the score of zero may be assigned to the incomplete part of the response.
- B19.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(a) and B19.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

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 Bidder, even though one or all of the Bidders 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 Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, 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 Bidder submitting the most advantageous offer.
- B20.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B20.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B20.5 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 purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of 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 Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of sourcing candidates for the position of Chief Administrative Officer for the City of Winnipeg (job description attached, Appendix A) and will include:

- (a) assisting in the establishment of selection criteria;
- (b) conducting national search;
- (c) preparing advertisements in consultation with the Selection Committee;
- (d) receiving applications and preparing long list of applicants;
- (e) conducting initial telephone or in-person screening;
- (f) bringing forward a minimum of five (5) qualified screened and reference-checked candidates;
- (g) coordinating interviews, including preparation of interview questions together with the Selection Committee; and providing confidential meeting space;
- (h) conducting additional background checks on preferred candidate.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Linda Burch
Director, Corporate Support Services
The City of Winnipeg
Corporate Support Services Department
Telephone No. 204-986-4766
Facsimile No. 204-986-5966

D3.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D3.3 Bids Submissions must be submitted to the address in B7.11

D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D4.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D4.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D4.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor 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.

D4.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

D5. NOTICES

D5.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204- 949-1174

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D7. COMMENCEMENT

D7.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D7.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D7.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D8. TOTAL PERFORMANCE

D8.1 The Contractor shall achieve Total Performance by a timeline established with the Contract Administrator and the Selection Committee. It is expected the project will begin immediately upon selection of the successful bidder.

D9. INDEMNITY

D9.1 Notwithstanding C16.1, the Contractor shall save harmless and indemnify the City in the amount of the Contract value.

MEASUREMENT AND PAYMENT

D10. INVOICES

D10.1 Further to C11, the Contractor shall submit an invoice for services to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204- 949-0864

Email: CityWpgAP@winnipeg.ca

D10.2 Invoices must clearly indicate, as a minimum:

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

D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D10.4 Bids Submissions must be submitted to the address in B7.11

D11. PAYMENT

D11.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

APPENDIX A



CHIEF ADMINISTRATIVE OFFICER / JOB DESCRIPTION

JOB TITLE:	Chief Administrative Officer
DEPARTMENT:	Office of the CAO
WORK ADDRESS:	2nd floor – 510 Main Street
TITLE OF SUPERVISOR:	Mayor / Executive Policy Committee

JOB SUMMARY

The Chief Administrative Officer is responsible for overseeing the overall conduct of the City's administration in pursuing the City's Vision and Mission as directed by City Council.

Reporting directly to Council, The Chief Administrative Officer provides direction for the various municipal government departments as they serve the needs of the citizens of Winnipeg.

The Chief Administrative Officer is accountable to Council and advises council in its development of policies, programs, new initiatives, fiscal matters and services which respond to the diversity of needs within Winnipeg's varied communities.

The Chief Administrative Officer is responsible for providing effective leadership to the management and staff of the City and for ensuring that continued opportunities exist for public participation on civic issues.

DUTIES AND RESPONSIBILITIES

SUPPORT TO COUNCIL

Provides advice to Council and executive Policy Committee on policies, programs, new initiatives and fiscal matters

- Attends all meetings of Council and may speak to matters under discussion
- Approves and co-ordinates reports to the Standing Committees, Executive Policy Committee and Council
- Provides input on behalf of the administration to Council goals, objectives, and strategies
- Is available to the Mayor and individual Councillors for informal discussions
- Provides advice to Mayor and Council relative to proposed municipal initiatives
- Provides alternatives for consideration by the Mayor and Council in order to ensure that the City's objectives are achieved
- Keeps the Mayor and Council apprised of issues and developments of an operational or political nature that relate to the interests of the City of Winnipeg
- Provides advice, background information and briefing materials to the Mayor and Council in carrying out their range of responsibilities
- Advises and informs Council on the operation and affairs of the City including any current and anticipated issues
- Attends meetings of Council, the Executive Policy Committee and any other committee Council may establish and provide prior advice through written communication and verbal input at the request of the presiding officer
- Maintains an awareness by Council of all key current and anticipated issues
- Oversees and administers the effective administration of all City Council and EPC approved policies and plans
- Implements promptly all resolutions of Council and / or the Executive Policy Committee

FINANCIAL MANAGEMENT

Coordinates the preparation of the annual operating and capital budget in consultation with the Executive Policy Committee and recommends adoption of the budgets to the appropriate Committees(s) of Council

- Coordinates the preparation of the annual operating and capital budget for submission to Council
- Reviews departmental Business Plans, programs, and policy initiatives in relations to the overall City budget
- Ensures that effective financial and administrative systems are in place for timely processing of required information
- Ensures effective functioning of all operations are within approved funding limits
- Is responsible for the care, control and maintenance of all real and personal property, improvements or works owned or controlled by the City
- Authorized to set advertising fees at City pools, at City owned and operated arenas, on the City's mobile skate park, on equipment in civic arena and pool facilities, and in publications produced by the Community Services Department, including but not limited to the Leisure Guide

ORGANIZATIONAL MANAGEMENT

Acts as the administrative head of the organization

- Approves the appointment and dismissal of all department heads including the administration of severance payments and early retirement settlements
- Approves administrative input to Council and Executive Policy Committee agendas
- Approves and coordinates department input to the standing committees and any other ad hoc, advisory or external body to which council appoints representatives
- Chairs the senior management team of department heads
- Coordinates the work of departments so as to promote integration and efficiency and to remove or mitigate any duplication
- Approves any changes of structure and the placement of personnel within department
- Ensure the ongoing preparation of departmental business plans in response to Council goals and objectives
- Recommends contract settlements between the City and its employee unions
- Recommends a management classification and remuneration plan to the Executive Policy Committee
- Retains external expertise as necessary and as approved within budget to expedite the mandate of the City of Winnipeg
- Exercises such other powers and carries out such other duties as are prescribed by The *City of Winnipeg Act* or delegated by by-law or resolution of Council.

ORGANIZATIONAL LEADERSHIP

Provides input, on behalf of the administration, to Council's goals, objectives and strategies

- Develops a strong senior management team that is accountable for the day-to-day management of the operations of the City
- Establishes standards and priorities for the Civic administration ensuring the implementation of council direction
- Motivates and monitors performance to ensure that Council direction and standards are met and the high-quality City services are consistently delivered
- Manages a continuing organizational development and performance measurement program to ensure effective operationalization of Council objectives
- Coordinates administration efforts to address City priorities
- Authorizes legal defense or action in the name of the City and advises the Executive Policy Committee

- Approves any settlement of claims or accounts not exceeding \$100,000 brought by or against the City and all claims arising out of expropriations, and executes all the necessary documents
- Develops corporate values and operational philosophy
- Stimulates, motivates, guides and directs all personnel to contribute to the realization of council goals and objectives
- Implements council policies to create an environment that builds diversity and supports multiple perspectives
- Creates an environment that encourages the involvement of employees at all levels in decision making

SERVICE TO CITIZENS

Motives and monitors performance to ensure that standards are met, and that high-quality services are consistently delivered to citizens

- Ensure that City staff are committed to providing a high level of public service by creating a dynamic climate that results in continued excellence
- Recommends new and revised programs which are consistent with Council policies and meet the changing needs of the citizens of Winnipeg
- Authorizes the appointment of special constables necessary for the enforcement of City by-laws