



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 750-2015

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE REVIEW AND OVERSIGHT OF THE IMPLEMENTATION OF ALL RECOMMENDATIONS FROM THE "CITY OF WINNIPEG REAL ESTATE MANAGEMENT REVIEW" CONDUCTED BY ERNST AND YOUNG

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE REVIEW AND OVERSIGHT OF THE IMPLEMENTATION OF ALL RECOMMENDATIONS FROM THE "CITY OF WINNIPEG REAL ESTATE MANAGEMENT REVIEW" CONDUCTED BY ERNST AND YOUNG

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 22, 2015.

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 B33 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 Proponent 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 Proponent 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) Form B: Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Form C: Person Hours (Section D)
 - (b) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (c) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (d) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (e) 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 three (3) 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 contain a table of contents, page numbering and should be 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 B22.1(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 Proponent shall state the lump sum price in Canadian funds for the Work on Form B: Fees.

- B8.2 The Proponent should take into consideration that the Scope of Services could extend beyond the project schedule presented in D5 and the Project Schedule in D5.2 should be used as a guideline.
- B8.3 The Proponent should complete Form C: Person Hours.
- B8.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.5 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.
- B8.6 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b).
- B8.7 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.
- B8.8 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 providing services on up to three projects which best demonstrate expertise in delivering on projects of a similar nature in terms of subject matter, scope, complexity and value. Similar projects would involve monitoring and overseeing the implementation of performance audit recommendations related to the development and implementation of frameworks / models, guidelines, procedures and tools to be used in the management and delivery of a range of major real estate or real property transactions.
 - (b) details on the competency and experience of the Proponent in the following areas of real estate:
 - (a) Internal Controls related to real estate processes;
 - (b) Risk identification and management related to real estate processes;
 - (c) Best practices for real estate services delivered through municipal government;
 - (d) Municipal by-laws, policy and process review pertaining to real estate transactions;
 - (e) Decision making, process analysis, and review pertaining to real estate transactions; and
 - (f) Real estate acquisition (by way of negotiation or expropriation), transfers, sales and leasing.
- 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) project's original contracted cost and final cost;
 - (d) schedule;
 - (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.

B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, and managers of the key disciplines. Similar projects would involve monitoring and overseeing the implementation of performance audit recommendations related to the development and implementation of frameworks / models, guidelines, procedures and tools to be used in the management and delivery of a range of major real estate or real property transactions. Include the details on the competency and experience of the Key Personnel in the following areas of real estate:

- (a) Internal Controls related to real estate processes;
- (b) Risk identification and management related to real estate processes;
- (c) Best practices for real estate services delivered through municipal government;
- (d) Municipal by-laws, policy and process review pertaining to real estate transactions;
- (e) Decision making, process analysis, and review pertaining to real estate transactions; and
- (f) Real estate acquisition (by way of negotiation or expropriation), transfers, sales and leasing.

B10.3 Personnel assigned to the project must possess a combination of education and real estate experience which enables them to have an understanding and working knowledge of the frameworks / models, guidelines, procedures and tools required for the successful management and delivery of the range of major real estate or real property transactions undertaken in a public sector environment. 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.

B10.4 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

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 D4.

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 City's Project methodology with respect to the information provided within this RFP;
- (c) what they envision will be delivered;
- (d) the identification of all facts and assumptions – data and systems access required, timing and staff resources;
- (e) the proposed Project budget;
- (f) 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 D4.

B11.6 For each person identified in B10.2, list the estimated hours to be dedicated to the project on Form C: Person Hours, in accordance with the Scope of Services identified in D4.

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 based on the Project Schedule in D5. 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 design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13. CONFLICT OF INTEREST DECLARATION AND UNDERTAKING

B13.1 Proponents must not be associated in any way likely to create a conflict of interest or a perception of conflict of interest, with any City staff, advisor or consultant retained by the City in relation to the Project, including but not limited to consultants or lawyers providing engineering, process, finance or financial capacity advice.

B13.2 A Conflict of Interest is described as having any interests, activities or relationships, financial or otherwise with any of the entities, or providing any services to the entities listed in Appendix 1 Schedule A.

B13.3 If a Proponent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Proponent should fully disclose the circumstances to the Project Manager, identified in D2, at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

B13.4 The City will determine, in their sole and absolute discretion, whether an identified matter creates an actual or potentially perceived conflict of interest that will exclude a Proponent from the remainder of the evaluation process.

B14. ELIGIBILITY

B14.1 At the July 9, 2014, Special Meeting of Council the following recommendation was adopted:

- (a) That the City Auditor be delegated authority to acquire an external agency, other than Ernst and Young, to oversee the implementation of all the recommendations from Ernst and Young's report by the Public Service in a timely and efficient manner, to report back to Council on the implementation of the recommendations via the Auditor's Report to Council.

As a result, Ernst and Young is not eligible to participate as a Consultant, Subconsultant, or member of consortium etc. for the Consulting Services for the Review and Oversight of the

Implementation of all Recommendations from the City of Winnipeg Real Estate Management Review conducted by Ernst and Young (RFP No. 750-2015).

B15. DISCLOSURE

B15.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B15.2 The Persons are:

- (a) N/A

B16. QUALIFICATION

B16.1 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;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B16.2 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>

B16.3 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 services related to projects of similar complexity, scope and value; and to those required for this Project; 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.
- (f) upon request of the Project Manager the Security Clearances as identified in PART E - ;

B16.4 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.

B16.5 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.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/> .
- B17.3 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.
- B17.4 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.

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B18.2 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.

B19. WITHDRAWAL OF OFFERS

- B19.1 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.
- B19.1.1 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.
- B19.1.2 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.
- B19.1.3 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 B19.1.3(b), declare the Proposal withdrawn.
- B19.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B18.2 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.

B20. INTERVIEWS

- B20.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

- B21.1 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.
- B21.2 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.
- B21.3 If, in the course of negotiations pursuant to B21.2 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.

B22. EVALUATION OF PROPOSALS

- B22.1 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 B16: | (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) | 25% |
| (f) Project Understanding and Methodology (Section E) | 15% |
| (g) Project Schedule. (Section F) | 10% |
- B22.2 Further to B22.1(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.
- B22.3 Further to B22.1(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.
- B22.4 Further to B22.1(c), Fees shall be the lump sum price shown on Form B: Fees.
- B22.5 Further to B22.1(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.
- B22.6 Further to B22.1(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.
- B22.7 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B22.8 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B22.9 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(e), the score of zero may be assigned to the incomplete part of the response.

B22.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

B23. AWARD OF CONTRACT

B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B23.2 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.

B23.2.1 Without limiting the generality of B23.2, 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.

B23.3 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.

B23.4 The City may, at its discretion, award the Contract in phases.

B23.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.

B23.5.1 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.

B23.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

B23.5 Further to Paragraph 6 of Form A: Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of a Letter of Intent.

B23.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

B23.7 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.

B23.8 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:
Larissa Klimchak
Project Leader
City of Winnipeg, Audit Department

Email: lklimchak@winnipeg.ca
Telephone No. 204 986-8074
Facsimile No. 204 986-4134

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 On July 9, 2014 City of Winnipeg Council received the report *City of Winnipeg Real Estate Management Review Findings and Recommendations* (REMR) dated June 19, 2014, prepared by Ernst and Young. City Council adopted and forwarded all seventeen recommendations presented in the report to the Administration for implementation. The review focused on significant property acquisitions, expropriations, sales, transfers and external leasing transactions over a minimum period of five years.

D3.2 The *Real Estate Management Review Findings and Recommendations* report came from a *Request for Proposal (RFP)* (RFP No. 784-2012B) in 2012 by the City Auditor to undertake a real estate management audit. Pursuant to that RFP, the City Auditor contracted with the firm Ernst and Young LLP.

D3.3 At the July 9, 2014 Special Meeting of Council an additional motion was passed that the City Auditor acquire an external agency, other than Ernst and Young, to monitor and oversee the implementation of the recommendations made in the *Real Estate Management Review*. The following additional motion was adopted:

- (a) That the City Auditor be delegated authority to acquire an external agency, other than Ernst and Young, to oversee the implementation of all the recommendations from Ernst and Young's report by the Public Service in a timely and efficient manner, to report back to Council on the implementation of the recommendations via the Auditor's Report to Council.

D3.4 The Planning, Property and Development Department (PP&D) issued a RFP (RFP No. 257-2015) for assistance with the development and implementation of a Real Estate Transaction Management Framework which incorporates 11 of the 17 recommendations made in the *Real Estate Management Review Findings and Recommendations* Report prepared by Ernst and Young. The contract was awarded to Ernst and Young Oreda Corporate Finance Inc. on June 17, 2015.

D3.5 The Department's Real Estate Division provides land and property asset management services. The Division is comprised of 20 staff positions under the direction of a Manager of Real Estate. A current Division organizational chart is provided in Appendix A.

D4. SCOPE OF SERVICES

- D4.1 The Work to be done under this Contract shall consist of monitoring and reviewing the work on the implementation of all 17 recommendations from the Real Estate Management Review report including reporting back to Council via a Report to the City Auditor.
- D4.2 Eleven of the seventeen recommendations are related to the first recommendation in the report which is to develop a Real Estate Transaction Management Framework. The Real Estate Transaction Management Framework addresses the following recommendations from the Real Estate Management Review Findings and Recommendations Report:
- (a) Recommendation #1 – Develop a Real Estate Transaction Management Framework;
 - (b) Recommendation #2 – Establish PPD Directive for more complete reporting and provide checklist to assist with disclosures;
 - (c) Recommendation #3 – Establish Appraisal Guidelines;
 - (d) Recommendation #7 – Establish Guidelines when negotiating and establishing commission rates;
 - (e) Recommendation #8 – Retain documentation of internal communications;
 - (f) Recommendation #9 – All significant agreements and contracts should be reviewed by Legal Services. Standard templates for all real estate transactions should be developed;
 - (g) Recommendation # 10 – Develop standardized index and checklist for transaction files;
 - (h) Recommendation #11 – Establish guidelines for comprehensive procurement process when lease or acquisition transactions are over a certain size;
 - (i) Recommendation #13 – Perform market analysis for establishing lease rates;
 - (j) Recommendation #14 – Develop a tracking mechanism that will flag when real estate transactions require actions to be taken or decisions made; and
 - (k) Recommendation #17 – Develop an Environmental Site Assessment (ESA) procedure.
- D4.3 The additional recommendations made in the report are the following:
- (a) Recommendation #4 – Engage Materials Management more consistently to ensure openness, fairness and transparency of procurement process;
 - (b) Recommendation # 5 – Establish guidelines on retention of external real estate brokers;
 - (c) Recommendation # 6 – Establish guidelines to document real estate brokers' roles;
 - (d) Recommendation #12 – Incorporate flexibility into lease terms;
 - (e) Recommendation #15 – Restrict the use of personal email accounts for City business and establish policies regarding the removal of City files offsite; and
 - (f) Recommendation #16 – Update the policy for the valuation and sale of industrial park land.
- D4.4 Department management report quarterly to the City of Winnipeg Audit Department on the implementation of the recommendations related to any audit reports that have been issued. PP&D management will report quarterly on the implementation of the recommendations on the REMR. A review of the status updates provided by the management in PP&D in the quarterly report card will be included as part of the work conducted by the Consultant.
- D4.5 The Consultant is to monitor the implementation of the recommendations above, and is required to report quarterly to the City Auditor with status updates outlining the progress to date in regard to each recommendation. The quarterly updates will be public documents.

D5. PROJECT SCHEDULE

- D5.1 The management in Planning, Property and Development are currently anticipating that the proposed framework will be implemented by the second quarter of 2016. The following schedule is to be used as a guideline as the implementation of all recommendations could extend beyond the proposed timeframe.

D5.2 The Consultant shall achieve critical stages of the Work in accordance with the following schedule:

Action	Completion Date
RFP Bid Submissions	September 22, 2015
Evaluation/Selection of Proponent	October 6, 2015
Quarterly Update #1	December 31, 2015
Quarterly Update #2	March 31, 2016
Quarterly Update #3	June 30, 2016
Anticipated Public Service Implementation of the proposed Framework using the detailed Implementation Plan.	Q2 2016

D6. DEFINITIONS

D6.1 When used in this Request for Proposal:

- (a) "PP&D" means the City of Winnipeg Planning, Property and Development Department;
- (b) "REMR" means Real Estate Management Review – Findings and Recommendations Report

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:

- (a) 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;
 - (b) 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;
 - (c) 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;
 - (d) 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:
- (a) an amount not less than \$250,000 per claim and \$500,000 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) and D9.2(c).
- 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 D9.8.
- 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 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:

- (a) evidence of authority to carry on business specified in D8;
- (b) 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 6, 2015.

D11. OFFICE FACILITIES

D11.1 The Consultant shall provide:

- (a) Their own equipment, including a computer, cellular phone, standard office software such as Microsoft Office compatible software and any other software required to perform the work.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- E1.2 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.
http://winnipeg.ca/police/pr/info_request.stm
- E1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below http://winnipeg.ca/police/pr/info_request.stm .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- E1.3 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Project Manager.
- E1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- E1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- E1.6 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

APPENDIX A – REAL ESTATE DIVISION ORGANIZATIONAL CHART

Real Estate Division

