



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 385-2016

WELLNESS FAIR

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 WELLNESS FAIR

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 29, 2016.

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 D4.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 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 Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents 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 Proponent who made the enquiry.

B3.6 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 Contract Administrator 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 Contract Administrator. 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 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 Proponent 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 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. 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 Proponent 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, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be 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 Proponent 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 Proponent 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 B21.
- 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.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal; and
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 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.
- B7.4 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.
- B7.5 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 B7.1 and B7.2.
- B7.6 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.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 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.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

B8.1 The Proponent 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 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.

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 Proponent shall identify a contact person who is authorized to represent the Proponent 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 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 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 "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.

B9. PRICES

B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.3, prices 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 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B10.1 Proposals should include:

(a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management of the project and contract administration services on up to three projects of similar complexity, scope and value.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B10.3 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 Subcontractors.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 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 Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer.

B11.2 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 B10, 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).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 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.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D2. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.3 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;

- (b) the team's understanding of the urban design issues;
- (c) the proposed Project budget; and
- (d) any other issue that conveys your team's understanding of the Project requirements.

B12.4 For each person identified in B11.1, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B13. PROJECT SCHEDULE (SECTION F)

B13.1 Proponents should present a carefully considered outline of steps and timelines required to acquire sufficient flu vaccine.

B13.2 The Proponent's schedule should include additional information or testing that can be offered to participants to enhance overall well-being. For example, but not limited to, dietary/nutritional information, etc.

B14. DISCLOSURE

B14.1 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.

B14.2 The Persons are:

- (a) Safeway Operations – Sobeys Inc.

B15. QUALIFICATION

B15.1 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; 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.

B15.2 The Proponent 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>

B15.3 The Proponent 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
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 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/>
- B16.3 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.
- B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 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 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.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B18.1.1 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.
- B18.1.2 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.
- B18.1.3 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 B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B17.2 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.

B19. INTERVIEWS

- B19.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

- B20.1 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.
- B20.2 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.
- B20.3 If, in the course of negotiations pursuant to B20.2 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.

B21. EVALUATION OF PROPOSALS

- B21.1 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 Subcontractors, if any, pursuant to B15.3: | (pass/fail) |
| (c) Total Bid Price; (Section B) | 40% |
| (d) Experience of Proponent and Subcontractor; (Section C) | 20% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 10% |
| (f) Project Understanding and Methodology (Section E) | 20% |
| (g) Project Schedule. (Section F) | 10% |
- B21.2 Further to B21.1(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.
- B21.3 Further to B21.1(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.
- B21.4 Further to B21.1(a), the Total Score from RFQ, shall be the Proponent's total score from the RFQ weighted at the value indicated in B21.1(a).
- B21.5 Further to B21.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity.
- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.

B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

B21.9.1 Further to B21.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B21.10 This Contract will be awarded as a whole.

B21.11 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B22. AWARD OF CONTRACT

B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B22.2 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.

B22.2.1 Without limiting the generality of B22.2, 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.

B22.3 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.

B22.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B22.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

B22.5 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 SERVICES

D2.1 The Work to be done under the Contract shall consist of planning and delivering three (3) Wellness Fairs and additional Flu Clinics.

D2.2 The major components of the Work are as follows:

- (a) Plan Wellness Fairs in collaboration with the Wellness Program Facilitator. One (1) Wellness Fair will take place at each of the following locations:
 - (i) 510 Main St.;
 - (ii) 421 Osborne St.; and
 - (iii) 1155-1199 Pacific Ave.
- (b) Identify and suggest local organizations and/or health resources to be included in the Wellness Fairs
- (c) Provide individual Biometric Screening at the Wellness Fairs
- (d) Offer health education and/or health promotional material and information at Wellness Fairs and Flu Clinics
- (e) Provide Flu Vaccine at Wellness fairs.
- (f) Provide Flu Clinics at 3 additional times. One (1) at each of the following locations:
 - (i) 65 Ellen St.
 - (ii) 1539 Waverley St., and
 - (iii) 251 Donald St.
- (g) Provide promotional material to promote/advertise the Wellness Fairs and Flu Clinics three (3) weeks prior to each event. Promotional material will consist of electronic information that can be printed as posters or included in email format.
- (h) Provide a summary report. Summary report will include:
 - (i) Aggregate biometric screening information for each Wellness Fair location, as well as summary information across locations;
 - (ii) Number of Flu Vaccine administered at each location, and totals across locations; and
 - (iii) Health promotion recommendations based on results of biometric screening.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Biometric Screening**" means any test or assessment of an individual that is an indication of physical health. This may include, but is not limited to blood pressure, blood glucose, weight, or any other indicator of overall health.
- (b) "**Flu Clinic**" means time and location separate from wellness fairs at the City of Winnipeg where flu vaccine is offered.
- (c) "**Health Promotion**" means information or education related to healthy living or prevention of disease.
- (d) "**Proponent**" means any Person or Persons submitting a Proposal for Services.

- (e) “**Wellness Fair**” means an event where tables or booths are set up in one location offering health information and biometric screening.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Cheryl Cox
Coordinator of Occupational Health and Wellness
Telephone No. 204-986-4603
Email Address: ccox@winnipeg.ca

D4.2 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.

D4.3 Bids Submissions must be submitted to the address in B7.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the 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.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 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.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

D6.1 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

D6.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor 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.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 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.
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D8; and
 - (iv) evidence of the insurance specified in D9.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D10.3 The Contractor shall commence the Work on the Site in October or November 2016, dates to be determined based on the availability of the flu vaccine.

D11. SAFETY

- D11.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

- D11.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D11.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;

D12. SITE CLEANING

- D12.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D12.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D12.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed 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

- D13.2 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.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D13.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

D14. PAYMENT

- D14.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D15. WARRANTY

D15.1 Notwithstanding C12, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. SERVICES

- E2.1 The Contractor shall provide three (3) Wellness Fairs as identified in D2.2(a).
- E2.2 Item No. 1 - Biometric Screening
 - (a) Shall be to offer an array of biometric screening activities at Wellness Fairs including
 - (i) Transportation and set up of screening tools;
 - (ii) Individual screening of participants; and
 - (iii) Offering individual health information to participants.
- E2.3 Item No. 2 - Administration of Flu Vaccinations at Wellness Fairs
 - (a) In conjunction with biometric screenings shall be to provide Flu Vaccinations to participants including:
 - (i) Acquiring the vaccine;
 - (ii) Transportation of the vaccine;
 - (iii) Administration of the vaccine in accordance with Manitoba Health Services requirements; and
 - (iv) Recording of vaccinations and submission of information to Manitoba Health Services in accordance with Manitoba Health Services requirements.
- E2.4 Item No. 3 - Administration of Flu Vaccinations at Flu Clinics
 - (a) Alternate times and locations may shall be determined to provide Flu Vaccinations to participants including:
 - (i) Acquiring the vaccine;
 - (ii) Transportation of the vaccine;
 - (iii) Administration of the vaccine in accordance with Manitoba Health requirements; and
 - (iv) Recording of vaccinations and submission of information to Manitoba Health Services in accordance with Manitoba Health Services requirements.
- E2.5 Item No. 4 – Summary Report of Biometric Testing shall include:
 - (a) Aggregate results of biometric testing by location and in total;
 - (b) Summary information of other activities or information that was provided during Wellness Fairs by location and in total;
- E2.6 Item No. 5 – Summary Report of Flu Vaccinations shall include:
 - (a) Count of Flu Vaccine administered by location and in total across Wellness Fairs and Flu Clinics.