



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 826-2020

**PROFESSIONAL CONSULTING SERVICES FOR STRATEGIC FACILITIES
MASTER PLAN**

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form P: Person Hours

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Proposal Submission	2
B8. Proposal (Section A)	3
B9. Fees (Section B)	3
B10. Experience of Proponent and Subconsultants (Section C)	4
B11. Experience of Key Personnel Assigned to the Project (Section D)	4
B12. Project Understanding and Methodology (Section E)	5
B13. Project Schedule (Section F)	6
B14. Eligibility	6
B15. Disclosure	6
B16. Conflict of Interest and Good Faith	7
B17. Qualification	8
B18. Opening of Proposals and Release of Information	8
B19. Irrevocable Offer	9
B20. Withdrawal of Offers	9
B21. Interviews	9
B22. Negotiations	9
B23. Evaluation of Proposals	9
B24. Award of Contract	10

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	1

Submissions

D5. Authority to Carry on Business	7
D6. Insurance	7

Schedule of Services

D7. Commencement	8
D8. COVID-19 Schedule Delays	8

Third Party Agreements

D9. Funding and/or Contribution Agreement Obligations	9
---	---

PART E - SECURITY CLEARANCE

E1. Security Clearance	1
------------------------	---

Appendix A – eForm P – Persons Hours

Appendix B – PP&D Building list

Appendix C – Reference List for Proponent

Appendix D – Reference List for Key Personnel

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR STRATEGIC FACILITIES MASTER PLAN

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 17, 2020.

B2.2 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. SITE INVESTIGATION

B3.1 Due to the COVID pandemic situation, Planning, Property and Development department will continue to follow the Provincial Health Order. Possible site investigation may be set up at a future date.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Project Manager identified in D2.

B4.2 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 Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B4.5 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.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 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.

B5.2 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.

B6. ADDENDA

B6.1 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.

B6.2 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.

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal (Section A) in accordance with B8;
- (b) Fees (Section B) in accordance with B9.

B7.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (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.

B7.5 Proposal format, including 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 proposed solution.

B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B7.6.1 Proposals will **only** be accepted electronically through MERX.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(a).

B7.8 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 (SECTION A)

B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Bid/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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/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;
- (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: Bid/Proposal should be entered 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. FEES (SECTION B)

B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

B9.2 Complete Appendix A – eFormP: Person Hours by providing the hourly rate for each proposed key personnel.

B9.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget.

- B9.4 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.
- B9.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b).
- B9.6 Notwithstanding C11.1, 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.
- B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.7.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D9. Any such costs shall be determined in accordance with D9.

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposal should include:
- (a) Details the general background information about your organization which included:
 - (i) A brief history;
 - (ii) Locations of the office(s); and
 - (iii) Your organization's depth of resources and technical ability as it relates to facility master plan, data analytics, infrastructure studies and policy development.
 - (b) Details of a minimum of three (3) completed project examples showcasing from the past five (5) years preferably in the public sector. The examples must be comparable to the Planning, Property and Development Strategic Facilities Master Plan project scope as described in D4 – Scope of Service.
 - (c) For each project, the Proponent should submit:
 - (i) Description of the project;
 - (ii) Role of the consultant;
 - (iii) Role of the project team; and
 - (iv) Project's original contracted cost and final cost.
 - (d) Reference:
 - (i) A minimum of two (2) references where your organization provided similar methods and level of complexity as described in D4 – Scope of Service.
 - (ii) Complete Appendix C –Reference List for the Firm.

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

- B11.1 Describe your approach to overall team formation and coordination of team members.
- B11.1.1 Include an organizational chart for the Project.
- B11.2 Identify all team members and key personnel assigned to the Project to act as a Project Manager.
- B11.2.1 All team members including the key personnel, i.e., the Project Manager must demonstrate their technical expertise and project management experience preferably working in the public sector.
- B11.3 For each of the team members in the proposed team structure, provide a brief summary of the qualifications and experience with resume attached.

- B11.4 For each person identified, list at least two (2) comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person.
- (a) For each project, the Proponent should submit:
 - (i) Description of the project;
 - (ii) Role of the consultant;
 - (iii) Role of the project team; and
 - (iv) Project's original contracted cost and final cost.
 - (b) Reference:
 - (i) A minimum of two (2) references where your organization provided similar methods and level of complexity as described in D4 – Scope of Service.
 - (ii) Complete Appendix D – Reference List for Key Personnel.

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 D4.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) any experience the team may have in addressing changes in the post COVID-19, in emergency management or application of business continuity management systems (ISO22301) in performing similar assignments;
 - (c) the tools, techniques, or creative approaches that would incorporate including mitigations to overcome potential challenges which may arise during the project lifecycle;
 - (d) the proposed Project budget;
 - (e) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (f) the project plan detailing the process to complete the scope of work, which will address the following areas but not limited to;
 - (i) Risk, Quality, Cost, Resources and Communications;
 - (g) any other issue that conveys your team's understanding of the Project requirements; and
 - (h) any opportunities, creative alternative or innovation that may be beneficial to the project, and that would enhance the service provided.
- B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B12.5.1 The total Fees on eForm P: Person Hours in Appendix A should match Fees submitted in response to B9.
- B12.6 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4. Complete the details in Appendix A eFormP: Person Hours.

B13. PROJECT SCHEDULE (SECTION F)

- B13.1 As described in the D4 Scope of Services, the Proponent should structure the deliverables format, identify any critical phases in the project schedule.
- B13.2 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments, durations (weekly timescale) and milestone dates or events. The schedule should address each requirement and identified deliverable in the Scope of Services.
- B13.3 Based on the deliverables identified in D4.9, the following is anticipated schedule for the provision of deliverables. Proponents may provide an alternative recommendation in line with their proposed methodology.
- (a) Month 1 – Current State Gap Analysis
 - (b) Month 2 – Current State Gap Analysis Report
 - (c) Month 3 – Draft Governance Framework
 - (d) Month 4 – Recommended SFMP components
 - (e) Month 5 – Initial Findings
 - (f) Month 6 – Draft Strategic Facilities Master Plan & Implementation Plan
 - (g) Month 6 – Final Strategic Facilities Master Plan
 - (h) Month 6 – Presentation to PP&D or Council
- B13.4 The project schedule should be presented based on a month-to-month in a six (6) month schedule and include critical dates for review and approval processes by the City and other organizations anticipated phases of the Project. Reasonable times should be allowed for completion of these processes.

B14. ELIGIBILITY

- B14.1 As a result of having provided advisory services for RFP 826-2020 in relation to this Project, the following Persons are not eligible to be a Proponent, participate as team members of a Proponent, or act as advisors to a Proponent or to any of its team members or to otherwise participate in the development and preparation of Proposals for the Project:
- (a) Colliers Project Leaders
- B14.2 A Proponent may be disqualified if any of the above-noted ineligible persons participate in the development and preparation of the Proponent's Proposal for this Strategic Facilities Master Plan only. .

B15. DISCLOSURE

- B15.1 Various Persons provided information or services with respect to this RFP. 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) Colliers Project Leaders
- B15.3 Additional Material:
- (a) Assisting in writing said RFP only.

B16. CONFLICT OF INTEREST AND GOOD FAITH

B16.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B16.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B16.3 In connection with its Proposal, each entity identified in B16.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B16.4 Without limiting B16.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B16.5 Without limiting B16.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B16.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B17. QUALIFICATION

B17.1 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;

B17.2 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B17.3 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 for the master plan 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 scope of services 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, provide the Security Clearances as identified in PART E - .

B17.4 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.

B17.5 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.

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B18.1 Proposals will not be opened publicly.

- B18.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B18.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B18.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B18.4 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 Project Manager.

B19. IRREVOCABLE OFFER

- B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B19.2 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 for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B20. WITHDRAWAL OF OFFERS

- B20.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B21. INTERVIEWS

- B21.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B22. NEGOTIATIONS

- B22.1 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.
- B22.2 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.
- B22.3 If, in the course of negotiations pursuant to B22.2, 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.

B23. EVALUATION OF PROPOSALS

- B23.1 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 B17: (pass/fail)

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| (c) Fees; (Section B) | 20% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 15% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 30% |
| (f) Project Understanding and Methodology (Section E) | 25% |
| (g) Project Schedule. (Section F) | 10% |
- B23.2 Further to B23.1(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.
- B23.3 Further to B23.1(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 qualified.
- B23.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B23.5 Further to B23.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B23.6 Further to B23.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.12.
- B23.7 Further to B23.1(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, in accordance with B10.
- B23.8 Further to B23.1(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, in accordance with B11.
- B23.9 Further to B23.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B23.10 Further to B23.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B23.11 Notwithstanding B23.1(d) to B23.1(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.
- B23.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.
- B23.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B24. AWARD OF CONTRACT**
- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 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 qualified, and the Proposals are determined to be responsive.

- B24.2.1 Without limiting the generality of B24.2, 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.
- B24.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B24.4 The City may, at its discretion, award the Contract in phases.
- B24.5 Further to B24.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B24.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B24.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B24.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B24.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D9 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B24.9 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.
- B24.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent 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 2017-03-24) 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:
Brenda Kelly, Manager, Asset Management Office
Telephone No. 204 986-2561
Email Address: brendakelly@winnipeg.ca

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.

D3. BACKGROUND

D3.1 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.

D4. SCOPE OF SERVICES

D4.1 The development of the Planning, Property and Development (PP&D) Strategic Facilities Master Plan (SFMP) will focus on facility status reporting, prioritization, funding, and accountability.

D4.2 Project Background

D4.2.1 The City of Winnipeg (City) is committed to providing a high quality urban life, building and maintaining complete communities, and ensuring the city continues to be a liveable, affordable and desired city for years to come. In order to achieve this, and the OurWinnipeg vision of being 'a thriving, sustainable and resilient city', the City strives to provide a variety of services, amenities and community resources in a proximity that reaches all residents.

D4.2.2 To help achieve this goal, the City has recognized the role facilities and other capital investments play in delivering local communities and residents with the services they require. As one of the largest landowners in Winnipeg, the City holds thousands of properties for civic use, and where available supports external communities and groups to meet their space requirements. To seize the benefits that facilities provide to its residents, the City has initiated a number of initiatives to review, assess and optimize its current portfolio. This includes a 2020 multiyear budget recommendation to plan to rationalize City owned and / or lease building assets and this project, the development of a Strategic Facilities Master Plan for Planning, Property & Development.

D4.2.3 According to the City's 2018 State of the Infrastructure Report, the City investment in capital infrastructure range from roads to bridges, parks and open space, to police, fire and paramedic facilities, to water, sewer and other municipal administrative buildings. Additional information on the inventory, overall replacement value, age and condition of these assets can be found in the City's 2018 City Asset Management Plan.

D4.3 Project Overview

- D4.3.1 The City of Winnipeg's Planning, Property & Development (PP&D) is seeking a qualified consulting firm to lead the development of the PP&D Strategic Facilities Master Plan (SFMP). The SFMP is intended to be a high-level strategic recommendation to guide future planning and financial decisions regarding PP&D facilities; City Owned and Occupied facilities, City Owned City as Lessor facilities, City as Lessee facilities and surplus facilities. Refer to Appendix B – PP&D Building List for details.
- D4.3.2 In 2020, the PP&D initiated internal discussions for the preparation of a master plan related to facility asset, categorization, replacements, or upgrades. As such, PP&D is seeking an external expertise to conduct a thorough assessment of these assets and create the first Strategic Facilities Master Plan.
- D4.3.3 For the purpose of this RFP, PP&D categorizes the following facilities as:
- (a) Partnership and Agreement
 - (i) City Owned and Occupied facilities includes office buildings, heritage buildings, cemetery buildings, buildings and facilities utilized by the City's Special Operating Agreement.
 - (ii) City Owned City as Lessor facilities are the facilities managed by PP&D and surplus to the City's needs. They may include stand-alone facilities, shared-used facilities (e.g., daycare within a community centre) or multi-tenant facilities. Tenancies within this category include for-profit and non-profit groups.
 - (iii) City as Lessee facilities are the facilities where the City does not own the building and PP&D has secured the accommodation need for a client department. This may include stand-alone facilities or multi-tenant facilities. Tenancies within this category could potentially include any City department.
 - (b) Optimization
 - (i) Surplus facilities are the facilities to the needs of the department that originally had care and control of them and are waiting for disposition for sale or lease, etc.
- D4.4 Business Objectives
- (a) The purpose of this RFP is to develop a SFMP that will:
 - (i) establish the planning goals and objectives for PP&D;
 - (ii) determine the policies, frameworks and processes, which will guide PP&D for future master plan activities, on-going facilities management activities, workforce planning, and any future master plan updates;
 - (iii) establish level of service delivery by facility current / target by building or asset category;
 - (iv) provide guidance for all PP&D facility planning decisions out to 2031 based on the projection of future requirements 10 years in the future; and
 - (v) support PP&D to identify and prioritize asset rationalization decisions over the next 10 years.
- D4.5 Benefits
- (a) The new SFMP will guide PP&D on how the business objectives can be achieved through governance, strategy and process. The benefits include but are not limited to:
 - (i) a robust governance structure that will foster municipal collaboration, an environment of professionalism, due diligence and accountability. In turn, it will help reduce the risk of challenges which might impede to deliver the Council's priorities;
 - (ii) a strategic roadmap which will guide PP&D facility planning decision relating to long-term capital investments in facility infrastructure required to provide these services;
 - (iii) a PP&D strategic direction that will address capacity to meet changing health and safety regulations, and environmental and climate commitments;

- (iv) the strategies that will complement and strengthen PP&D's approach to be financially sustainable with facilities that are affordable to build, operate, maintain, renew and dispose in an asset lifecycle;
- (v) the risk management strategies that will mitigate and reduce the probability of the risks. In turn, PP&D will attain optimal results of the anticipated growth for facilities while minimizing the service delivery gaps.
- (vi) a defined portfolio of facilities with a detailed building asset inventory which will address the defined level of service delivery, operations and maintenance, information technology and workforce needs for PP&D's ten years outlook; and
- (vii) a comprehensive framework that will provide a criteria baseline from the asset prioritization, level of service delivery, performance measurement and financial standpoint. That will enable PP&D to achieve goals, demonstrate value for money to our residents and reinforce public confidence.

D4.6 Type of Assets

- (a) Scope of work will cover an approximately 230 PP&D assets: Refer to Appendix B PP&B Building List for details.
- (b) Out of Scope:

The followings are not included in the scope:

- (i) Land;
- (ii) Space planning standards;
- (iii) Furniture standards; and
- (iv) A detailed project plan to fully rationalize each City Owned and Occupied, City Owned City as Lessor and City as Leasee building Assets and Administrative buildings surplus to the needs of the City. Future work requirement will be determined.

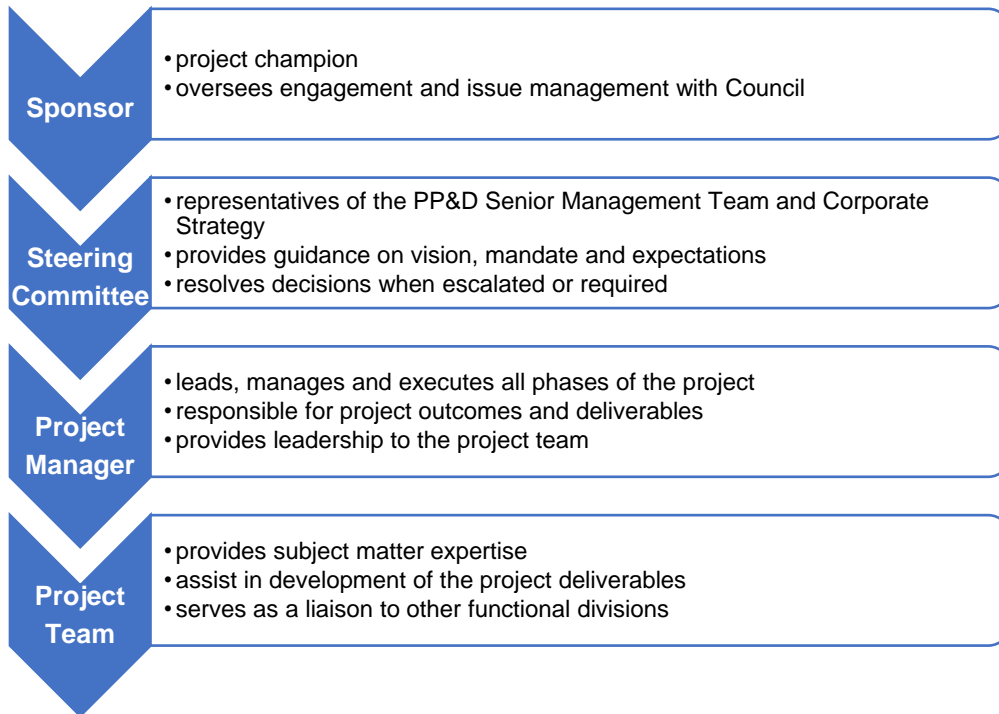
D4.7 Future State – Governance Structure

- D4.7.1 In order to ensure the SFMP meets this intended purpose, objectives, and scope previously identified, a formal governance structure has been developed which will oversee its development, and ongoing implementation.
- D4.7.2 The SFMP governance structure relies on cross-corporate representation which reflects PP&D involvement in facilities which both support internal clients (departments across the City organization), as well as external clients. Developing this governance structure will support a collaborative planning process, and one that can balance between corporate strategy and outcomes, and multiple departmental goals while becoming effective and efficient in the delivery of services to residents.
- D4.7.3 The following governance structure has been identified to oversee and manage the SFMP.

Future State: PP&D SFMP Governance Structure



The high-level responsibilities for the identified roles are:



D4.8 The Expected Activities

D4.8.1 In preparation for the SFMP development, the following expected activities include, but not limited to:

- (a) Interview with PP&D management

- (i) Identify opportunities for future planning which may include anticipated service changes.
- (b) Document audit and data review such as:
 - (i) Drawings, reports and existing projects; and
 - (ii) Building condition reports.
- (c) Current state gap analysis:
 - (i) Governance
 - Governance structure for PP&D and its client to manage assets and roles and responsibilities; and
 - Validate the objectives of the City and PP&D and real estate.
 - (ii) Assets
 - Determine areas for in-scope facilities in short-term (1 to 3 years), medium-term (5 years) and long-term (10 years);
 - Identify inventory of assets currently managed by PP&D;
 - Identify any potential assets that PP&D should manage in the future;
 - Identify any assets that will require structural engineering review;
 - Identify surplus asset; and
 - Identify asset portfolio gap.
 - (iii) Financial model
 - Review the current operating model and associated financial data pertaining to items such as charge back, recovery, fee for service and revenue transfer.
 - (iv) Business process
 - Review the business process and procedures; and
 - Review the decision-making model.
 - (v) Workforce planning
 - Review current process and guideline when determining the staffing ratio for the operations & maintenance.
 - (vi) Information technology
 - Review remote working process which will reduce the need for overall space, workstation and meeting space;
 - Review paperless document and process management system which will save significant storage space onsite or offsite;
 - Review Cloud Computing platform server rooms or data centers; and
 - Review data driven asset management which will help to effectively manage the asset through real time monitoring of operational performance and ensure maximizing the usage in the long run.
 - (vii) Policy
 - Review existing policies.

D4.9 The Deliverables

D4.9.1 The new Strategic Facilities Master Plan will include;

- (a) Current stage gap analysis;
- (b) Recommendation of a comprehensive and best value SFMP that will best suit PP&D's for future levels of service delivery including:
 - (i) a robust governance framework;
 - (ii) a financial framework;
 - (iii) a workforce planning framework;

(iv) criteria to:

- manage assets/capacity building;
- monitor the need periodically;
- determine appropriateness of assets;
- procure space;
- measure operational performance;
- determine the resource level;
- Determine which entities will be provided property support or leasing opportunity;
- Commission and building conservation; and
- Support the level of service delivery.

(v) a new policy or any modification of the existing policies.

(c) Provide justification for the new SFMP;

(d) Prepare implementation plan that will address the recommended capital investment, milestones and strategies to achieve PP&D's goals; and

(e) Reports to PP&D or Council presenting the above

D4.10 Schedule

D4.10.1 The timeline is expected to be approximately six (6) months from award. Proponent is asked to account for weekly update with the PP&D Project Manager, workshops with the working team and monthly progress reporting.

D4.10.2 The Services required under D4 – Scope of Service shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>. Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D4.11 The following shall apply to the Services:

(a) OurWinnipeg 2045 Draft Development Plan

<https://winnipeg.ca/Interhom/CityHall/OurWinnipeg/2045.stm>

(b) 2018 State of the Infrastructure Report

<https://winnipeg.ca/infrastructure/asset-management-program/state-of-infrastructure-report.stm>

(c) 2018 City Asset Management Plan

<https://winnipeg.ca/infrastructure/asset-management-program/city-asset-management-plan.stm>

(d) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions

<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>

(e) Accessibility Plan

https://winnipeg.ca/ppd/Documents/CityPlanning/UniversalDesign/Access_Design_Standards.pdf

(f) Climate Action Plan

<https://winnipeg.ca/Sustainability/PublicEngagement/ClimateActionPlan/#tab-documents>

(g) PP&D Building List: Refer to Appendix B

D4.12 The funds available for this Contract is in Canadian dollars and shall not exceed \$110,000.00 inclusive of all taxes and disbursements.

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 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.

D6. INSURANCE

D6.2 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D6.3 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

(a) Comprehensive or Commercial General Liability Insurance including:

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

(b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

(c) Professional Errors and Omissions Liability Insurance including:

- (i) an amount not less than \$500,000 per claim and \$1,000,000 in the aggregate.

D6.3.1 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.

D6.4 The policies required in D6.3(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.

D6.5 The Consultant shall provide the Project Manager 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 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 D6.8.

- D6.6 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.
- D6.7 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.
- D6.8 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

D7. COMMENCEMENT

- D7.1 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.
- D7.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D5;
 - (ii) evidence of the insurance specified in D6.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D7.3 The City intends to award this Contract by February 01, 2021.

D8. COVID-19 SCHEDULE DELAYS

- D8.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager.
- D8.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D8.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D8.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D8.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D8.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D8.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

THIRD PARTY AGREEMENTS

D9. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D9.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D9.2 Further to D9.1, in the event that the obligations in D9 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C7.
- D9.3 For the purposes of D9:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D9.4 Modified Insurance Requirements
- D9.4.1 If not already required under the insurance requirements identified in D6, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D9.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D9.4.3 Further to D6.5 insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D9.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D9.5 Indemnification By Consultant
- D9.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D9.6 Records Retention and Audits
- D9.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total

Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D9.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D9.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D9.7 Other Obligations

D9.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D9.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D9.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D9.8 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 The following security clearance is applicable to the scope of services identified in this RFP as the successful Proponent may be required to conduct on site visits of specific assets. PP&D will continue to follow the Provincial Health Order and will notify the successful proponent to proceed with the security clearance process on a later stage should site visits be required.
- E1.2 Each individual proposed to perform the following portions of the Services:
- (a) SPEC NOTE: Add or delete locations, conditions, tasks and/or exceptions thereto, e.g., consider deleting (c)(ii) for a contract involving work in a playground in use.
 - (b) any Services on private property;
 - (c) any Services within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public.
 - (d) communicating with residents and homeowners in person or by telephone;
- E1.2.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at his/her place of residence. Or
- (e) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (f) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (g) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- E1.3 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- E1.3.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm>
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres.
- E1.3.2 The original Police Information Check (Form P-612) 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 Police Information Check (Form P-612) 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 Services, the Consultant shall supply the Project Manager with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Services.
- E1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Services specified in E1.2.
- E1.6 Any Police Information Check 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 Police Information Check. Any

individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Services specified in E1.2.

- E1.8 Each individual proposed to perform the Services shall be required to obtain a Child Abuse Registry check from the Manitoba Child Abuse Registry.
- E1.9 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Services, the Consultant shall supply the Project Manager with a satisfactory *Child Abuse Registry Self-Check – Information and Results* obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Services.
- E1.10 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Services specified in E1.2.
- E1.11 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.
- E1.12 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 Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Services specified in E1.2.
- E1.13 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Services, the Consultant shall supply the Project Manager with a Police Information Check and a Public Safety Verification Check 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 Services.
- E1.14 Any individual for whom a Police Information Check and/or a Public Safety Verification Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Services.
- E1.15 Any Police Information Check and a Public Safety Verification Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.16 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 Police Information Check and/or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Police Information Check and/or Public Safety Verification Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Services as specified in E1.1

APPENDIX A – EFORM P – PERSONS HOURS

APPENDIX B – PP&D BUILDING LIST

APPENDIX C – REFERENCE LIST FOR PROPONENT

PP&D requires each proponent to provide two (2) references from clients who have obtained similar services to the work as described in the RFP from the proponent in the last **three (3) years**.

Reference 1	
Organization Name	
Contact Name and Position	
Telephone Number	
Email	
Address	
Description of scope	
Project Start Date	
Project End Date	
Was the project completed on time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was the project completed	<input type="checkbox"/> Under Budget <input type="checkbox"/> On Budget <input type="checkbox"/> Over Budget
Comment	

Reference 2	
Organization Name	
Contact Name and Position	
Telephone Number	
Email	
Address	
Description of scope	
Project Start Date	
Project End Date	
Was the project completed on time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was the project completed	<input type="checkbox"/> Under Budget <input type="checkbox"/> On Budget <input type="checkbox"/> Over Budget
Comment	

APPENDIX D – REFERENCE LIST FOR KEY PERSONNEL

PP&D requires each proponent to provide two (2) references from clients who have obtained similar services to the work as described in the RFP from the proponent in the last **three (3) years**.

Reference 1	
Organization Name	
Contact Name and Position	
Telephone Number	
Email	
Address	
Description of scope	
Project Start Date	
Project End Date	
Was the project completed on time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was the project completed	<input type="checkbox"/> Under Budget <input type="checkbox"/> On Budget <input type="checkbox"/> Over Budget
Comment	

Reference 2	
Organization Name	
Contact Name and Position	
Telephone Number	
Email	
Address	
Description of scope	
Project Start Date	
Project End Date	
Was the project completed on time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was the project completed	<input type="checkbox"/> Under Budget <input type="checkbox"/> On Budget <input type="checkbox"/> Over Budget
Comment	