



THE CITY OF WINNIPEG

TENDER

TENDER NO. 76-2022

EMPLOYEE ENGAGEMENT AND ORGANIZATIONAL CULTURE SURVEY

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 EMPLOYEE ENGAGEMENT AND ORGANIZATIONAL CULTURE SURVEY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 23, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

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

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

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender 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 Tender, 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder 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.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

B6. SUBSTITUTES

- B6.1 The Work is based on the Materials and methods specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for 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 Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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 Bidder 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 Bidders. The Bidder 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 Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his 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 B16.
- 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. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal; and
 - (b) Form B: Prices.
- B7.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

- B8.1 The Bidder 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 Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his 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 Bid 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 Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;

- (d) if the Bidder is carrying on business under a name other than his 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 Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

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

B9.1.1 Notwithstanding C12.2.3, 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 Bids.

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).

B9.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.6 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B10. DISCLOSURE

B10.1 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.

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work 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 Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder'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 Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; 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.

B11.4 Without limiting B11.3, 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 Bidder 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.

B11.5 Without limiting B11.3, 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 Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work 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 Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder

does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and

- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.4 and D5).
- (e) have a written Respectful Workplace Policy; and
- (f) have a written Diversity Policy or Statement of Commitment to Equity, Diversity and Inclusion; and
- (g) have worked with employers with similar scope and complexity, multi-site survey experience, preferably in the public service; and
- (h) have experience with, and/or have the ability to, create survey questions associated with Equity, Diversity and Inclusion based on direction and collaboration with the City;

B12.4 Further to B12.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B12.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B13.4 The Bidder is advised that any information contained in any Bid 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).

B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder 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.

B14. IRREVOCABLE BID

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15. WITHDRAWAL OF BIDS

B15.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

B16. EVALUATION OF BIDS

B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12(pass/fail);
- (c) Total Bid Price ;
- (d) economic analysis of any approved alternative pursuant to B6;.

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he/she is qualified.

B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B16.4.1 Further to B16.1(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.

B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, 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 Bid 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.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.
- B17.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.4.1 The Contract Documents, as defined in C1.1(p), 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.
- B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) 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 Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The scope of work to be done under the Contract shall consist of developing and administering a Employee Engagement and Organizational Culture Survey, as well as providing analysis and reporting. It is anticipated that all phases of the Contract, if exercised, will take place over a two (2) year period from approximately November 2022 until November 2024. The four (4) phases will consist of:

- (a) Phase 1: Survey Design and Development;
- (b) Phase 2: Survey Distribution and Administration;
- (c) Phase 3: Data Analysis and Reporting; and
- (d) Phase 4: Repeat Phases 1-3 in Year 2 with a second Follow-Up Survey.

D2.2 The funds available for this contract is \$150,000 inclusive of MRST.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Angie Cusson
Director of Human Resource Services
Telephone No. 204-986-2574
Email Address. acusson@winnipeg.ca

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

- (a) At the pre-commencement meeting, the Contract Administrator will further discuss the project with the Contractor as well as specific timelines.

D4. NOTICES

D4.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D4.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D4.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.

D4.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services

Facsimile No.: 204 947-9155.

D5. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D5.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D5.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D5.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

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

SCHEDULE OF WORK

D7. COMMENCEMENT

- D7.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D7.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the direct deposit application form specified in D14; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

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 Work shall be performed by the Contractor 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 Contract Administrator.
- D8.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work 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 Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor 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 Work has commenced, the Contractor 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 Work schedule, including the durations identified in D2.1, where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D8.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D9. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

- D9.1 Further to B12.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.3.

D10. DEFICIENCIES

- D10.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D11. ORDERS

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D12. RECORDS

- D12.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;

- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D13. INVOICES

D13.1 Further to C12, 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

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@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.

D14. PAYMENT

D14.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D15. PAYMENT SCHEDULE

D15.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D16. WARRANTY

D16.1 Notwithstanding C12, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D17. DISPUTE RESOLUTION

- D17.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D17.
- D17.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D17.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.
- D17.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
- (i) The Contract Administrator;
- (ii) Supervisory level between the Contract Administrator and applicable Department Head;
- (iii) Department Head.
- D17.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D17.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D17.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D17.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D17.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D18. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D18.1 In the event that funding for the Work 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.
- D18.2 Further to D18.1, in the event that the obligations in D18 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor 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 Work under C7.
- D18.3 For the purposes of D18:
- (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.
- D18.4 Modified Insurance Requirements
- D18.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D18.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D18.4.3 The Contractor 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.
- D18.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work 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.
- D18.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D18.5 Indemnification By Contractor
- D18.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor 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 Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, 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.

- D18.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D18.6 Records Retention and Audits

D18.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work 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.

D18.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor 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 D18.6.1 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.

D18.7 Other Obligations

D18.7.1 The Contractor 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.

D18.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor 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.

D18.7.3 The Contractor 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 Work.

D18.7.4 The Contractor shall properly account for the Work 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.

D18.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts,

unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

- D18.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

D19. INFORMATION MANAGEMENT AND OWNERSHIP

- D19.1 The following provisions are in addition to any other obligations of confidentiality contained in these conditions, and must apply to both the Contractor and any technologies used by the Contractor in the provision of the Work (including any reports, feedback forms, or other methods to solicit employee feedback, **even if provided by a third party. For the avoidance of doubt, if the Contractor utilises a third-party software program in the performance of the Work or storage of any information collected therein, the program must be compliant with the all requirements of this Contract, especially with respect to the protection of Confidential Information, and the Contractor represents and warrants that it has investigated and confirmed same**). In the event of a conflict or inconsistency, the provisions which best protect the confidentiality of the Confidential Information (meaning all information collected by or obtained by the Contractor in the performance of this Work) and the privacy of the City's employees shall govern.
- D19.2 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and The Personal Health Information Act ("PHIA") each impose obligations on the City to collect, store, use, disclose, and destroy "personal information" and "personal health information" as those terms are defined in FIPPA and PHIA (each an "Act") respectively ("Personal Information") in the strictest of confidence and in accordance with those Acts. For the avoidance of doubt, 'personal information' and 'personal health information' includes information that, on its own or in combination with other available information, identifies or may potentially identify a person.
- D19.3 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all Confidential Information which it acquires or to which it is given access or which in any other way comes into possession of knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D19.4 The Contractor shall be deemed an "information manager", as that term is defined by section 44.1 of FIPPA or 1(1) of PHIA, as applicable, and any applicable "Use" of Personal Information by the Contractor or its Representatives shall be done pursuant to the Acts.
- D19.5 All Confidential Information, is and shall remain the property of the City. For the avoidance of doubt, employees of the City may have rights with respect to the access of their Personal Information pursuant to PHIA or FIPPA.
- D19.6 Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, press release, statement of fact or opinion regarding the RFP, the Contract, the Work, the City and/or its Representatives, or the Confidential Information without the prior written authorization of the City.
- D19.7 While this Contract is in effect and at all times thereafter the Contractor shall:
- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;

- (b) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part and in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and
 - (e) inform its Representatives of the obligations imposed upon it under this Contract, FIPPA and PHIA shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements.
- D19.8 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the whole or any specified part of the Confidential Information, in a form satisfactory to the City, and upon confirmation from the City that said copy is acceptable shall thereafter, if directed to do so, destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.
- D19.9 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. Upon becoming aware of any unauthorized Use of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the City in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the City of said steps in writing.
- D19.10 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the City with prompt notice thereof, deliver a copy of its proposed response to the City, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the City in the defense of the demand, if so requested by the City.
- D19.11 The Contractor and its Representatives shall comply with all directives issued by the City with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the City so that the City can verify that the Contractor has complied, and is complying, with its obligations hereunder.
- D19.12 Without prejudice to any rights which may exist in favor of the City by virtue of any prerogative rights and powers or by virtue of the Copyright Act of Canada, as amended from time to time, the Contractor assigns all present and future rights in the copyright in information and materials resulting from the Work which are created for this City under this Contract (“City Materials”) absolutely and immediately to the City.
- D19.13 However, for those portions of the City Materials, if any, which were already in the possession of the Contractor before the Work and which were not specifically created for the City pursuant to this Contract, the Contractor grants an irrevocable, transferable, sublicensable, royalty free, perpetual, worldwide, non exclusive license to the City to use, modify, merge, and create derivative works from that portion of the City Materials indefinitely.
- D19.14 Furthermore, the City or any third party granted a right through the City, may use the City Materials or any part thereof for, or apply it to, other studies or projects without the Contractor’s consent and without any payment or compensation whatsoever. If the City or any third party granted a right through the City elects to so use or apply the City Materials to another project, it does so at its own risk and the Contractor shall not be liable in any way for such other use or application or any adverse consequences flowing therefrom.

- D19.15 The Contractor expressly waives any claim to moral rights, as provided for in the law of copyright, over the City Materials or any part thereof, created by the Contractor, and the Contractor shall ensure that any agent or employee of the Contractor shall have waived all moral rights, as provided for in the law of copyright, over the City Materials.
- D19.16 The Contractor shall not infringe any copyright, trademark, patent, industrial design, trade secret, moral or other proprietary right of a third party and shall indemnify the City from all claims arising out of such an infringement.
- D19.17 If the City or the Contractor is served with a claim or notice of an infringement or alleged infringement of any patent, copyright, trademark or trade name, the Party so served shall immediately give notice thereof to the other Party. The Contractor shall assist the City in every reasonable way to secure, maintain and defend for the City's benefit all copyrights, patent rights, trade secret rights and other proprietary rights in and to the City Materials.
- D19.18 If the City or the Contractor is prevented by injunction from using any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall, at its own cost, substitute an equally suitable design, device, material or process, all subject to the prior approval of the City.
- D19.19 The Contract, the City Materials, and information provided to or acquired by the Consultant are the property of the City. The Consultant shall not disclose or appropriate to its own use or promotional material, or to the use of any third party, all or any part thereof without the prior written consent of the City. The Contractor expressly waives any claim to moral rights, as provided for in the law of copyright.
- D19.20 Upon completion of the Work, the Contractor shall immediately cease all use of the City Materials and return to the City all copies thereof, if applicable, and otherwise delete all copies thereof in its possession though for the avoidance of doubt, such portions of the City Materials which would be exempt from City ownership under E5.14 may continue to be used by the Contractor as part of other applications or projects.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. SERVICES

- E2.1 The Contractor shall develop and administer an Employee Engagement and Organizational Culture Survey and to analyze and provide a report on the results in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Phase 1: Survey Design and Development shall be as follows.
- E2.2.1 Development of a survey in collaboration with the Contract Administrator or designate, customized in (2) two parts to include:
- (a) A predesigned survey on employee engagement and belonging with benchmarks against comparator organizations that include questions on topics such as, but not limited to:
 - (i) Employee Engagement overall;
 - (ii) Satisfaction with the employer;
 - (iii) Employee satisfaction with their job, and engagement in their work;
 - (iv) Employee satisfaction and engagement with employer leadership;
 - (v) Employee satisfaction with employer benefits;
 - (vi) Employee retention and long-term commitment to the employer;
 - (vii) Employee satisfaction with future career opportunities;
 - (viii) Employee relationships with coworkers
 - (ix) Employee satisfaction with flexible hours and remote work
 - (x) Impact of Flexible Workplace Program on internal services;
 - (xi) Importance of Flexible Workplace Program on employee retention, and
 - (xii) Employee experience with Equity, Diversity, Inclusion and belonging.
- E2.2.2 Survey questions will need to meet City of Winnipeg Strategic Plan Key Performance Indicators (KPIs) related to culture, employee engagement, and equity, diversity and inclusion and to understand the importance and impact of remote work.
- (a) Questions on Organizational Culture (as listed in E2.2.1 xii above) and Equity, Diversity and Inclusion, shall be designed to be reliable and valid to understand the work environment and experience of employees in order to gain opinions of the workforce including, but not limited to the response from employees on:
 - (i) Self Declaration – employees will have the option to self declare personal membership to the six (6) City of Winnipeg targeted employee Groups. This will also include the option for staff to not disclose and still complete the survey. Completion of this question is needed to proceed with the survey;
 - (ii) Questions specific to employees who belong to under-represented employee groups; the importance of employee resource groups, and supports needed.
 - (iii) Questions regarding employee experiences at work, including discrimination, racism and other forms of oppression; and

(iv) Questions with multiple choice answers for improvement options.

- E2.2.3 Notwithstanding E2.2.1 the City will review the sample survey and may require adjustments to the survey questions in this phase.
- E2.2.4 Phase 1 – Survey Design and Development is anticipated to take place in September and October. It is expected that a quality employee engagement survey may already exist with the bidder and could be ready or near ready for use. Some customization is expected to be needed related to question on Flexible Workplace and employee experience with Equity, Diversity & Inclusion. Phase 1 shall not be considered complete until the final survey questions are finalized and approved by the Contract Administrator in writing.
- E2.3 Item No. 2 – Phase 2 - Survey Distribution and Administration shall be as follows.
- E2.3.1 The Contractor shall not proceed with the implementation of Phase 2 until the Contract Administrator approves the start of this phase in writing.
- E2.3.2 The Contract Administrator will provide the Contractor with a list of employees, by department who will be requested to complete the survey.
- E2.3.3 There are eight (8) City of Winnipeg public service departments, and embedded are (4) four Special Operating Agencies, most of which have field staff including:
1. Winnipeg Fire Paramedic Service
 2. Public Works
 - Winnipeg Fleet Management Agency (SOA)
 - Winnipeg Parking Authority (SOA)
 3. Water & Waste Services
 4. Winnipeg Transit
 5. Community Services
 - Animal Services (SOA)
 6. Planning, Property & Development
 - Golf Services (SOA)
 7. Asset & Project Management
 8. Customer Service & Communications (311)
- E2.3.4 In addition to the above service departments listed in E2.3.23 there are nine (9) Corporate City departments or divisions also being surveyed that include:
1. Assessment & Taxation
 2. Audit
 3. Office of the Chief Administrative Officer
 4. City Clerks
 5. Corporate Finance
 6. Human Resource Services
 7. Indigenous Relations Division
 8. Innovation & Technology
 9. Legal Services
- E2.3.5 Delivery of the survey may be made by a variety of contact options including, but not limited to, a survey link unique to each employee issued via City of Winnipeg email or employee personal mobile phone access, or paper survey delivery for those employees that do not have either option available along with an addressed stamped envelope labelled Private and Confidential to mail back to Contractor.

- (a) There are approximately 8,200 employees to be surveyed. Approximately 6,500 of the listed department employees will have City of Winnipeg email, the remaining are field staff that could potentially access the survey by personal mobile phone on a link or be provided a unique code. Few are expected to have no access to a personal mobile phone or city mobile phone and so a manual paper option should be available. Survey must be mobile phone optimized through responsive and accessible design.
- E2.3.6 The survey shall take place over a period of fifteen (15) Calendar Days and the first survey is anticipated to take place in November, 2022.
- E2.3.7 The survey shall be conducted in the English language.
- E2.3.8 The Contractor must have a platform that can be easily accessed by HR staff in all departmental locations to view anonymized results and reports for department use.
- E2.4 Item No. 3 – Phase 3: Data Analysis and Reporting shall be as follows.
- E2.4.1 After completion of all surveys, from all department staff, the Contractor shall analyze the data received from the completed surveys and provide a report to the City, and it should include:
- (a) Data analysis, including trends overall (and specific to equity member employees), and outcomes reports;
 - (b) Observations for first priorities;
 - (c) Comparator data analysis;
 - (d) Provide meaningful bench mark information to the City as a starting point for improvement so that the City as an Employer and individual Departments can follow up on progress in the future;
 - (e) Action item recommendations; and
 - (f) Explanation of analysis techniques, how the analysis is done, how issue identification is determined, and how observations and action items are identified for most impactful results.
 - (g) Presentation material for management presentations;
- E2.4.2 Contractor will provide effective consulting expertise on action planning based on survey results.
- E2.4.3 Reports should be able to be broken down by department (unless that group is less than 10 persons) as well as by:
- (a) Department;
 - (b) Division and/or Branch;
 - (c) Those who identify as working in Flexible Work arrangements
 - (d) Those who identify as members of any of the six equity groups: Women, Indigenous Peoples, Racialized Peoples, Persons with Disabilities, 2SLGBTQQIA+ Peoples, and Newcomers.
- E2.4.4 The Contractor shall prepare and provide preliminary results not later than four (4) weeks after the survey closes, by email to the Contract Administrator for review.
- E2.4.5 After the review of the preliminary results by the Contract Administrator, the Contract Administrator will provide confirmation in writing for the Contractor to finalize final reports, analytics, trends, findings and observations for employer priority consideration. These should be scheduled to be delivered to City of Winnipeg Senior Management Team and HR Services Leaders in a formal presentation no later than 8 weeks after the close of the survey, or 4 weeks after the delivery of the preliminary results of the survey.
- E2.4.6 Prepare and provide an executive presentation of results, and recommended priority items. This shall be not later than 8 weeks after survey completion and would be repeated after the second survey.

E2.5 Item No. 4 – Phase 4: Repeat Phases 1-3 in Year 2 with Follow Up Survey, it shall be as follows.

E2.5.1 On behalf of the City, the Contractor will do a second follow up survey approximately 12-18 months following the initial survey. This Phase 1 - follow up survey will re-use the original survey, and may revisit some questions based on action items identified from the original survey. Some adjustments may be made to the survey questions to attain the best information to measure progress since the first survey.

E2.5.2 Phase 2 and Phase 3 will be completed by The Contractor in the follow-up survey.

E2.5.3 At the end of this survey, all questions set, and all data, remains City property.

E3. DELIVERABLES AND OTHER REQUIREMENTS

E3.1 Effective benchmarking of results should be done against other industry leaders in public service, or other levels government, or crown corporations or similar size organizations.

E3.2 Online hosting and retention of data/ delivery of survey shall also meet City of Winnipeg information technology requirements covered in Appendix R.

E3.3 Contractor must be able to identify key drivers of engagement based on City of Winnipeg Strategic Plan's related Key Performance Indicators (KPI) and for Equity Diversity & Inclusion (EDI) employer priorities.

E4. ADDITIONAL COSTS

E4.1 The Contractor shall note that any charges including costs related but limited to, project leadership, project design, survey creation, survey distribution including technical support costs, data collection, data analysis, trends and outcomes reports, recommendations for first priorities, comparator data analysis, establishing bench marks, presentation material for management, first priority recommendations, implementation costs, and any additional fees or costs shall be included in the fees for service in Form B: Prices. No further fees shall be allowed.

E5. OWNERSHIP OF SURVEY(S)

E5.1 The survey and questions, reports and any other materials produced pursuant to this tender is the property of the City of Winnipeg and the City may use such materials for any ongoing use. The City requests the survey, questions, rating scale, and all non-identifying data be provided to the City for any other future use.

E5.2 The Contractor shall be willing to work with City of Winnipeg Human Resource Services Department to transfer materials to the City at any time or after completion of this Contract.

APPENDICES

Appendix R – 76-2022_Appendix R-IT_Requirements