



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 412-2024

**CONSULTING SERVICES FOR FREIGHT HOUSE OPERATIONS PLAN AND
NEEDS ASSESSMENT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 CONSULTING SERVICES FOR FREIGHT HOUSE OPERATIONS PLAN AND NEEDS ASSESSMENT

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 4, 2024.
- B2.2 The Consulting 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 Consulting Contract Administrator identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting 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 Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B3.7 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 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 Consulting Contract Administrator. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

B5. ADDENDA

B5.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Consulting 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 Proponent is responsible for ensuring that they have 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 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.

B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B6. BACKGROUND

General

B6.1 The Freight House facility was built in 1903 by Midland Railway to move freight and was converted into a community and recreation centre in 1973. There was an investment in the Freight House grounds and park area in 2013, with a new outdoor play structure, resurfacing the outdoor basketball court, adding new boards to the outdoor skating rink and a new skateboard park. This project was championed by the former City Councillor in the Point Douglas ward with significant community involvement with participation from key community partners such as Central Neighbourhoods (previously Central Neighbourhoods Development Corporation) and BGC Winnipeg (previously the Winnipeg Boys & Girls Club). However, the building and facility itself has not seen significant investment in decades.

B6.2 Currently, the facility has six separate 'doors', set up in a linear fashion, housing many groups including the Central Community Centre, Freight House Early Learning and Care Daycare, BGC Winnipeg and the City of Winnipeg Recreation Services. However, the design of the space with six separate doors is not conducive to a collaborative or integrated service model and could be significantly improved upon through design modifications or a full capital redevelopment to better meet the recreational and well-being needs of this low-income community.

Residential Boundaries

B6.3 The project boundaries include Centennial Neighbourhood and parts of the West Alexander Neighborhood, situated in Winnipeg's downtown adjacent to the Exchange District, Chinatown, Red River College's Princess Street Campus, and City Hall. The area is one of the oldest neighbourhoods in the city, settled around the completion of the Canadian Pacific Railway Yards in 1885, followed by the Midland Railway spur track in 1903.

B6.3.1 For this project, the boundaries are: Higgins Avenue, King Street, Notre Dame Avenue and Arlington Street, and are further indicated in Appendix B: Residential Boundaries.

City of Winnipeg Policy and Strategy Alignment

- B6.4 Re-envisioning of the Freight House aligns with a number of City policies and strategies. Through public engagements on these, City employees heard about the significant role that the Freight House site has and could more deeply play in supporting community health and wellness.
- B6.5 Poverty Reduction Strategy: The Council adopted Poverty Reduction Strategy's implementation plans (both 2021-2023 and 2024-2027) name the Freight House as a potential space "to begin a process to develop and implement a pilot project for a community hub model".
- B6.6 City of Winnipeg's Recreation Strategy: Freight House is a recommended area for strategic investment in the Recreation Capital Investment Plan. It identifies a Freight House Redevelopment Study charted for 2024 (currently unfunded) which would look at renewal or replacement of the Freight House Recreation Centre to better meet the service needs at this aging facility. The Freight House Outdoor Pool has also been identified as a capital renewal project in 2024, which is part of the Freight House.
- B6.7 OurWinnipeg 2045: A collaborative project to enhance the Freight House facility supports OurWinnipeg Goals; Community Capacity (1.15), Neighborhood Needs Assessment (1.17), Equitable Service Access (1.7, 4.11, 5.1, 5.6), and Community Cohesion (5.7).
- B6.8 Newcomer Welcoming and Inclusion Policy: 3.2 to Improve Access to recreation for Newcomers and adapt services and programs to meet Newcomer's unique needs.
- B6.9 Strategic Priorities Action Plan: Alignment with 3.3 to accelerate implementation of the Poverty Reduction Strategy, and 3.6 to increase funding to implement the Recreation Strategy.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B8; and
 - (b) Fees (Section B) in accordance with B9.
- B7.2 The Proposal should also consist of the following components:
- (a) Social Procurement Questionnaire (Section C) in accordance with B10;
 - (b) Experience of Proponent and Subconsultants (Section D) in accordance with B11;
 - (c) Experience of Key Personnel Assigned to the Project (Section E), in accordance with B12;
 - (d) Project Understanding and Methodology (Section F) in accordance with B13; and
 - (e) Project Schedule (Section G) in accordance with B14.
- 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 their own name, their 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 their 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 their 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 their duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their 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 D3 Scope of Services.
- B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget.

- B9.3 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.
- B9.4 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.
- B9.5 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.5.1 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 D14. Any such costs shall be determined in accordance with D14.

B10. SOCIAL PROCUREMENT QUESTIONNAIRE (SECTION C)

- B10.1 The Proponent should fill in the questionnaire in accordance with the questionnaire instructions in Appendix A: Social Procurement Questionnaire.

B11. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION D)

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on one project of similar complexity, scope and value.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original contracted cost and final cost;
 - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (e) project owner;
 - (f) reference information (one current name with telephone number and email address per project).
- B11.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION E)

- B12.1 Describe your approach to overall team formation and coordination of team members.
- B12.2 Identify the following Key Personnel assigned to the Project:
- (a) Project Manager.
- B12.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines including research and public engagement professionals. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer.

- B12.4 For each person identified, list at least two 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 B11, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner; and
 - (d) Reference information (one current name with telephone number and email address per project).

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)

- B13.1 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.
- B13.2 Methodology should be presented in accordance with the Scope of Services identified in D3.
- B13.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B13.4 Proposals should address:
- (a) the team's understanding of the non-profit sector, and social and economic context in the neighbourhood;
 - (b) the team's understanding and experience in literature review and research methodologies;
 - (c) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
 - (d) the proposed Project budget;
 - (e) the 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) any other issue that conveys your team's understanding of the Project requirements.
- B13.5 Further to B13.4(c), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.
- B13.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D3 Scope of Services.
- B13.6.1 The Total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- B13.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B13.6.
- B13.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B13.9 For each person identified in B12.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

B14. PROJECT SCHEDULE (SECTION G)

- B14.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B14.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

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) N/A

B16. CONFLICT OF INTEREST AND GOOD FAITH

- B16.1 Further to C3.2, 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 their 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 their 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 Consulting 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.

- B16.4 Without limiting B16.3, the City may, in their 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 their 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 their 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 their sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their 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 their 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 their 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 their 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;
 - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- 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 programming; research and analysis 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;

- (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 associated Works within this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B17.4 and D5).

B17.4 Further to B17.3(f), the Proponent acknowledges they and all Subconsultants 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.

B17.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.

B17.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator'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 their submission upon written request to the Consulting Contract Administrator.

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 their Proposal without penalty prior to the Submission Deadline.

B21. INTERVIEWS

B21.1 The Consulting Contract Administrator may, in their 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)
- (c) Fees; (Section B) 25%
- (d) Social Procurement Questionnaire 20%
- (e) Experience of Proponent and Subconsultant; (Section C) 15%
- (f) Experience of Key Personnel Assigned to the Project; (Section D) 10%
- (g) Project Understanding and Methodology (Section E) 20%
- (h) 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 their 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 D3.3.

- B23.7 Further to B23.1(d) the Social Procurement Questionnaire (see Appendix A) will be evaluated considering the information provided in response to B10. Points scored in the Social Procurement Questionnaire will be converted to the points stated in B23.1(d).
- B23.8 Further to B23.1(e), 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 B11.
- B23.9 Further to B23.1(f), 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 B12.
- B23.10 Further to B23.1(g), 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 B13.
- B23.11 Further to B23.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B23.12 Notwithstanding B23.1(d) to B23.1(h), where Proponents fail to provide a response to B7.2(b) to B7.2(e), the score of zero may be assigned to the incomplete part of the response.
- B23.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.
- B23.14 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 their 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 their 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.

The Contract documents as defined in C1.1(u) 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(v).
- 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 D14 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 their Proposal upon written request to the Consulting Contract Administrator.
- 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

- C0.0 The *General Conditions for Consultant Services* (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.0.1 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.
- C0.1 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. CONSULTING CONTRACT ADMINISTRATOR

D2.0 The Consulting Contract Administrator is:

Hector Argueta
Community Centre Coordinator
Telephone No. 204 470-7354
Email Address: hargueta@winnipeg.ca

D2.1 At the pre-commencement meeting, the Consulting Contract Administrator will identify additional personnel representing the Consulting Contract Administrator and their respective roles and responsibilities for the Services.

D3. SCOPE OF SERVICES

D3.1 The Services required under this Contract shall consist of the following:

- (a) With an objective to build capacity for non-profit organizations providing services in the area, enhance community resiliency, and generate a more socially, culturally and economically sustainable approach to service provision in an area of high poverty the Contractor shall:
 - (i) Bring together the facility stakeholders but not limited to those identified in D3.1(b)(ii)(ii), including relevant City Departments, such as Parks and Open Space, Community Services, and Municipal Accommodations in order to:
 - (i) conduct a needs assessment and to develop a new operating model of the Freight House facility and surrounding community assets; and
 - (ii) enhance access to services and programs for low-income, newcomer, refugee, and Indigenous residents.
- (b) Project management, research and analysis, and public engagement in accordance with the following:
 - (i) **Needs Assessment:**
 - (i) An inventory of community assets, services, and programming available in the Centennial Neighbourhood and parts of the West Alexander Neighborhood, and analysis of gaps; including but not limited to public or private:
 - (ii) Libraries;
 - (iii) Daycares;
 - (iv) Schools;
 - (v) Health care services, such as dentists, pharmacies, doctors, or clinics;
 - (vi) 24/7 spaces and emergency shelters;
 - (vii) Food access, including grocery stores, markets, food banks and food programs;
 - (viii) Parks and green spaces;
 - (ix) Indoor and outdoor hockey and pleasure rinks, including costs and requirements for access;

- (x) Venues, such as auditoriums, halls, multi-purpose rooms, and meeting rooms, including costs and requirements for access;
 - (xi) Gymnasiums, including costs and requirements for access;
 - (xii) Fitness Centres, including costs and requirements for access
 - (xiii) Leisure and recreation programs, including but not limited to before- and after-school, sport and physical fitness, arts and culture, employment, seniors, and family/parent programs; including costs and requirements for access;
 - (xiv) Substance use or harm reduction programs; and
 - (xv) Public washrooms.
 - (xvi) A current state assessment of the Freight House facility, that looks at current spaces and uses, programming, and utilization rates. The assessment shall include recommendations to maximize use of the facility between users for community benefit.
- (ii) **Community Collaboration:**
- (i) Participate and collaborate with community stakeholders to provide on-going input into the overall project. This may include increasing space functionality, safety and accessibility.
 - (ii) Facility stakeholders currently identified are:
 - ◆ Central Freight House Community Centre;
 - ◆ BGC Winnipeg;
 - ◆ Freight House Early Learning & Care Inc.;
 - ◆ Rossbrook House;
 - ◆ Immigrant and Refugee Community Organization of Manitoba (IRCOM);
 - ◆ City of Winnipeg; and
 - ◆ Manitoba Aboriginal Sport and Recreation Council (MASRC).
 - (iii) The Consultant shall identify and coordinate opportunities to support capacity building through public and stakeholder engagement such as utilizing members of the community to help promote engagement opportunities, act as project ambassadors, and act as translators for public engagement opportunities.
 - (iv) The Consultant shall visit Freight House and/or other locations during programming hours as identified by stakeholder organizations, to increase understanding of programming and operational needs.
- (iii) **Best Practices Analysis:**
- (i) Exploration of alternative approaches (collaboration models) to service delivery or operations for a multi-use/multi-tenant community facility, by looking at other facilities and models from local and other jurisdictions.
- (iv) **Operational Planning:**
- (i) Determine project implementation steps, leads, resources, and budget requirements.
- (v) **Review:**
- (i) Consultant will evaluate the new approach after it is implemented, and review with community stakeholders. This will include the creation of a final report with outcomes of the evaluation, as well as recommendations for long-term implementation.
- (c) Facility Stakeholder Engagements in accordance with the following:
- (i) **Engagements:**
- (i) The Consultant shall work collaboratively with the Office of Public Engagement.

- ◆ The Consultant shall host three (3) public engagement meetings with the project team, including:
 - ◆ City of Winnipeg Project Manager, Community Centres;
 - ◆ City of Winnipeg, Office of Public Engagement; and
 - ◆ Relevant City of Winnipeg Departments (Community Services, Assets and Project Management, etc.).

D3.1.1 The review of stakeholder materials and advance notice of stakeholder events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule as follows:

- (a) Stakeholders must be given a minimum of two (2) weeks notice prior to an in-person or virtual event.

D3.1.2 The anticipated review period for materials will be a minimum of three (3) weeks.

(ii) Stakeholder Engagement Deliverables:

- (i) The Consultant shall develop and provide the following deliverables in accordance with <https://winnipeg.ca/PublicEngagement>:
- (ii) a public engagement strategy that clearly identifies:
 - ◆ the facility stakeholders' roles in the decision-making process;
 - ◆ the decision points/steps within the overall project, and the scope of the decisions to be made at each step;
 - ◆ the need/interest associated with each decision step, along with the recommended level of participation; and
 - ◆ how input will be considered and incorporated where possible.
- (iii) event(s) and engagement opportunities; and
- (iv) summaries corresponding to engagement phases.

(iii) Stakeholder Engagement Expectations:

- (i) The Consultant shall collaborate with facility stakeholders when developing an operational model for the Freight House. The following public and stakeholder engagement techniques and methods should be included at minimum:
 - ◆ Two (2) meetings with executive directors of facility stakeholders; and
 - ◆ Two (2) meetings with the programming staff of facility stakeholders.
- (ii) As per the following table:

Project Task / Key Engagement Opportunity	Required Techniques
Community Programming Needs Assessment <u>Engagement Type:</u> Collaborate <u>Engagement Goal:</u> Gather input from facility stakeholders through facilitated discussions that will be used to develop operating model options.	One meeting with the facility stakeholder executive directors. One meeting with the facility stakeholder programming staff.
Re-envisioning Operations at Freight House <u>Engagement Type:</u> Consult <u>Engagement Goal:</u> Present operating model options or preferred operating model to facility stakeholders. Gather feedback through facilitated discussions to refine the option(s).	One meeting with the facility stakeholder executive directors. One meeting with the facility stakeholder programming staff.

(iv) Stakeholder Engagement Outcomes:

- (i) The execution of the stakeholder engagement strategy will result in reaching the following objectives:
- ◆ facility stakeholders have an understanding of the City's Freight House's current systems and processes;
 - ◆ facility stakeholders understand the opportunities, limitations and need for the study;
 - ◆ facility stakeholders perceptions of the neighbourhood and Freight House facility, priorities, concerns, and vision are considered and incorporated into the new operating model;
 - ◆ facility stakeholders understand how their input was considered and incorporated (where possible) into the Freight House project.

D3.1.3 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying. subject to prior approval of costs by the Consulting Contract Administrator. Wherever possible, City facilities will be used to host public events.

D3.2 The following shall apply to the Services:

- (a) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines

<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D3.3 The funds available for this Contract are \$126,000.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) **“Stakeholder”** means any group or representatives of a group with a vested interest, or stake, in the decision-making and activities at Freight House who may be interested in providing input prior to a decision being made by the City. This may include: resident groups, businesses, special interest groups, community organizations, government agencies, and any other organization or representative of an organization interacting with the City.
- (b) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

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 Consultant 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.

D6. UNFAIR LABOUR PRACTICES

- D6.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D6.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D6.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D6.4 Failure to provide the evidence required under D6.3, may be determined to be an event of default in accordance with C14.
- D6.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D6.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D6.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D6.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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 Consulting Contract Administrator with evidence thereof upon request.

D8. INSURANCE

D8.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.

D8.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their 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) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) 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 \$ 250,000 . per claim and \$500,000 in the aggregate.

D8.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.

D8.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D8.4 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) 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 D8.7.

- D8.5 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.
- D8.6 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.
- D8.7 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

D9. COMMENCEMENT

- D9.1 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.
- D9.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7; and
 - (ii) evidence of the insurance specified in D8.
 - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D12.1
- D9.3 The City intends to award this Contract in August 2024.

D10. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D10.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D10.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, 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.
- D10.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D10.4 For any delay related to Supply Chain Disruption 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 D10.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D10.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D10.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D11. INVOICES

D11.1 Further to C11, the Consultant 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

D11.2 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 Consultant's GST registration number.

D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12. PAYMENT

D12.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D13. DISPUTE RESOLUTION

D13.0 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D13.

D13.1 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D13.2 The entire text of C17.5 is deleted, and amended to read:

- () If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their 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 Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D13.3 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):

- () In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
 - (a) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant'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 Consultant representative levels:
 - (i) The Consulting Contract Administrator;
 - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D13.3.0 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D13.3.1 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D13.3.2 Both the City and the Consultant 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.
- D13.3.3 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D13.3.2, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D14. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D14.1 Funding for the Services of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.
- D14.2 For the purposes of D14:
- (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.
- D14.3 Indemnification By Consultant
- D14.3.1 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.

- D14.3.2 The Consultant 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.
- D14.4 Records Retention and Audits
- D14.4.1 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.
- D14.4.2 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 D14.4.1 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.
- D14.5 Other Obligations
- D14.5.1 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.
- D14.5.2 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.
- D14.5.3 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.
- D14.5.4 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.
- D14.5.5 The Consultant 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.

D14.5.6 The Consultant 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 Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

PART E - APPENDICES

APPENDICES

E1.1 Appendix A – Social Procurement Questionnaire

E1.2 Appendix B – Residential Boundaries