



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 933-2025

24 HOUR MOBILE OUTREACH SUPPORT SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 24 Hour Mobile Outreach Support Services

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 10, 2026.

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

B3. PROPONENTS' CONFERENCE

B3.1 The Contract Administrator will hold a Proponents' conference virtually via Microsoft Teams from 1 p.m. to 2:30 p.m. on Tuesday, January 27, 2026.

(a) Pre-register for the Proponents' conference with the Contract Administrator by emailing gmacpherson@winnipeg.ca no later than January 23, 2026 at 3:30 p.m.

(b) The attendance of the Proponents' conference is not mandatory, but Proponents are encouraged to attend to gain a better understanding of the RFP before Submission.

B3.2 The Proponent is advised that, at the Proponents' conference City staff will provide an overview of the RFP, outline expectations, and answer questions. Proponents are welcome to submit questions in advance to the Contract Administrator by emailing gmacpherson@winnipeg.ca.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

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

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

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

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

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

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the 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.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 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.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 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.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same

function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for 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.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.

B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base their 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 B22.

B7.9 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.

B8. PROPOSAL SUBMISSION

B8.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal;
- (b) Form B: Prices.

B8.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12;
- (c) Project Understanding and Methodology (Section E) in accordance with B13.

B8.3 Further to B8.1 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.

B8.4 Further to B8.2, 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.

B8.5 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.

- B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 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.
- B9.3 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.
- B9.4 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 its 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Proposal is submitted jointly by two or more Persons as part of a partnership or joint venture, each and all such Persons shall identify themselves in accordance with B8.2 and the word "Proponent" shall mean each and all such Persons, and the undertakings, covenants and obligations of such joint Proponent in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 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.

- B10.1.2 Prices stated in response to B10.1 shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D36. Any such costs shall be determined in accordance with D36.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.3 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.
- B10.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent in providing mobile outreach support services to individuals experiencing homelessness and living in Encampments on at least one project of similar complexity, scope and value.
 - (b) details of one or more previous projects demonstrating where key personnel assigned to the project have worked closely and collaboratively with the following Municipal and Provincial departments: Winnipeg Fire Paramedic Service, the Winnipeg Police Service, and Manitoba Housing.
 - (c) details of one or more previous projects demonstrating where key personnel assigned to the project have worked closely and collaboratively with other non-profit homeless serving organizations, including other organizations that provide outreach services.
- B11.2 For each project listed in B11.1, the Proponent should submit:
- (a) description of the project;
 - (b) role of the Proponent;
 - (c) project's total cost;
 - (d) project owner(s);
 - (e) reference information (two current names with telephone numbers and email addresses per project); and
 - (f) the age range group of the Service Recipients.
- B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B11.3 The Proposal should include organization profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.
- B11.4 If the Proposal is submitted jointly by two or more Persons as part of a partnership or joint venture:
- (a) Information provided under B11.2 should detail the projects the Proponent Team Members have worked on jointly and separately, if they have not worked on projects previously; and
 - (b) Should include the organization profile information, including years in business, average volume of work, number of employees and other pertinent information for each Proponent Team Member.
- B11.4.1 Where the Proponent Team Members have previously worked on projects together, the Proposal must include a chart or table that lists the projects where the Proponent Team Members have previously worked together, and in what role / capacity.

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

B12.1 Describe your approach to overall team formation and coordination of team members.

B12.1.1 Include an organizational chart for the Project.

B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Proponent's representative, managers of the key disciplines. Include educational background and degrees, lived experience, professional recognition, job title, years of experience in current position, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.

B12.3 For each person identified, list at least one comparable project in which they have played a primary role. If a project selected for a key person is included in B11.1, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers and email addresses per project);
- (e) the age range group of the Service Recipients.

B12.4 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.

B12.5 If a Proposal is submitted jointly by two or more Persons as part of a partnership or joint venture, the Proposal must also:

B12.5.1 provide an organizational chart of all Proponent Team Members that identifies the names the Proponent Team Members; role and proposed reporting relationships.

B12.5.2 provide a brief description of the Proponent Team Members explaining the management structure, dispute resolution mechanisms, and roles and responsibilities:

- (a) indicate the Proponent Team Lead;
- (b) indicate the communication plan among the Proponent Team Members; and
- (c) the planning, supervision and decision-making responsibilities of the Proponent Team Lead and the Proponent Team Members.

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B13.1 Describe your organization'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(s) will use in the delivery of this Project.

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D3. Describe the collaborative process/method to be used by the Key Personnel of the team in the Project.

B13.3 Proposals should address:

- (a) the Proponent Team's understanding of the broad functional and technical requirements;
- (b) the proposed Project budget with a list of Major Cost Elements, including but not limited to administration, wages, vehicles, facilities, training, transport/storage/disposal of personal belongings, etc.
- (c) the City's Project methodology with respect to the information provided within this RFP;

- (d) Information and examples of how the Proponent will provide mobile outreach services 24 hours a day, 7 days per week within the geographic region(s) of service to both Youth and Adults;
- (e) Information and examples of how the Proponent will balance the use of a housing focused approach, with participation in implementing the City's Encampment Policy, attached as Schedule B.
- (f) Information and examples of how the Proponent will train its staff, including Key Personnel to communicate requirements under provincial legislation or regulations, City by-laws and policies, or other legal issues to individuals living in Encampments at the City's direction and in accordance with the City's instructions;
- (g) Information and examples of significant experience and expertise, working with and supporting individuals experiencing unsheltered homelessness who are living in Encampments in Winnipeg (please specify the age group);
- (h) Information and examples of how the Proponent will implement or support the storage of personal belongings of individuals asked to vacate Public Land in accordance with the Encampment Policy and related Encampment Response Protocol;
- (i) Information and examples of how the Proponent will implement or support the removal of garbage and discarded belongings from vacated Public Land;
- (j) Information and examples of how the Proponent Team will participate in housing encampment residents, including through the Province's Your Way Home Strategy;
- (k) Information and examples of Indigenous-led services incorporated within the Project, or partnerships with Indigenous-led organizations;
- (l) Information and examples of how the Proponent will hire, retain, and support Indigenous staff and/or staff with lived experience of homelessness;
- (m) Information and examples of how the Proponent will use trauma informed, person-centred approaches to service delivery;
- (n) Information and examples of how the Proponent will foster collaboration with partnering groups and organizations to encourage coordination;
- (o) Information and examples of how the Proponent will maintain strong collaborative working partnerships with Municipal and Provincial Public Service Departments including but not limited to the Winnipeg Fire Paramedic Service, the Winnipeg Police Service, and Manitoba Housing;
- (p) Information and examples of how the Proponent will maintain strong collaborative working partnerships with other outreach service providers;
- (q) Information and examples of the Proponent's experience with recording, storing and reporting on data. This may include, but is not limited to, the collection of qualitative and quantitative data such as the number of individuals served, the number of referrals made to housing providers, the number of individuals successfully transitioned to housing, the mapping of service areas, the types of services offered, and the number of individuals supported;
- (r) Information and examples of the Proponent's experience maintaining point-in-time counts of the service population (people living in encampments) and of the number and locations of encampments within the region(s) of service;
- (s) any other issue that conveys the Proponent's understanding of the Project requirements.

B14. DISCLOSURE

B14.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

- (a) N/A

B15. CONFLICT OF INTEREST AND GOOD FAITH

- B15.1 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.
- B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel 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 Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B15.3 In connection with its Proposal, each entity identified in B15.2 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 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.
- B15.4 Without limiting B15.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B15.5 Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the 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 Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B16. QUALIFICATION

B16.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; 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.

B16.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B16.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (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);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D8); and
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

B16.4 Further to B16.3(d), the Proponent acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B16.5 The Proponent 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 Proponent and of any proposed Subcontractor.

B16.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B17.1 Proposals will not be opened publicly.
- B17.2 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.
- B17.3 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).
- B17.3.1 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.
- B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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.

B19. WITHDRAWAL OF OFFERS

- B19.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B20. INTERVIEWS

- B20.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

- B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B21.3 If, in the course of negotiations pursuant to B21.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

- B22.1 Award of the Contract shall be based on the following evaluation criteria:

- | | | |
|-----|------------------------------------------------------------------------------------------------------------------|-------------|
| (a) | compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) | qualifications of the Proponent and the Subcontractors, if any, pursuant to B16: | (pass/fail) |
| (c) | Total Bid Price; (Section B) | 10% |
| (d) | Experience of Proponent and Subcontractor; (Section C) | 30% |
| (e) | Experience of Key Personnel Assigned to the Project; (Section D) | 30% |
| (f) | Project Understanding and Methodology (Section E) | 30% |
- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.5.
- B22.6 Further to B22.1(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.
- B22.6.1 Further to B22.1(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.
- B22.7 Further to B22.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B22.8 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B12.
- B22.9 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B22.10 Notwithstanding B22.1(d) to B22.1(f), where Proponents fail to provide a response to B8.2(a) to B8.2(c), the score of zero may be assigned to the incomplete part of the response.
- B22.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.12 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.
- B22.13 This Contract may be awarded separately by item as identified on Form B: Prices.
- B22.13.1 Notwithstanding B10.1, the Proponent may, but is not required, to bid on all items.

- B22.13.2 Notwithstanding B23.3 the City shall not be obligated to award any item to the responsible and qualified Proponent submitting the most advantageous offer for the item and shall have the right to choose the alternative which is in their best interests.
- B22.13.3 If a Proponent has not bid on all items, they shall have no claim against the City if their partial Proposal is rejected in favour of an award of the Contract as a whole.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 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
- B23.4.1 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 award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B23.5 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 D36 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B23.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B23.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for 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, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. BACKGROUND

D2.1 In alignment with the City of Winnipeg's Strategic Priorities Action Plan, and Encampment Policy, and the Encampment Protocol, the 24/7 Mobile Outreach Support Services program (the "Project") is designed to deliver mobile outreach services, through outreach service providers, to individuals, of all ages, experiencing unsheltered homelessness and living in Encampments. The Project's outreach services will be housing-focused, with a primary goal of providing casework support to help individuals transition rapidly from Encampments into safe and accessible housing. The Proponent will provide the City with quarterly point-in-time counts of the service population (people living in encampments) and of the number and locations of encampments within the region(s) of service. Outreach teams will also support the implementation of the City's Encampment Policy and the Government of Manitoba's Your Way Home Strategy. While outreach workers are not expected to interpret or apply specific City by-laws or Provincial legislation, they will provide Encampment occupants warnings and notice of coming enforcement in situations when Encampments are no longer supported in certain circumstances—such as when they are located on sensitive public properties or during Daytime Hours.

D3. SCOPE OF SERVICES

- D3.1 The Work to be done under the Contract shall consist of the provision of 24-hour Mobile Outreach Support Services to individuals who experience unsheltered homelessness who are living in Encampments from April 1, 2026 until December 31, 2026, with the option of one (1) mutually agreed upon one (1) year extension, and will:
- (a) be in accordance with Schedule B – The Encampment Policy and Encampment Response Protocol;
 - (b) be housing focused, providing case work support to rapidly transition individuals living in Encampment(s) to safe and accessible housing;
 - (c) notifying and warning individuals in Encampments of potential contraventions of City By-Laws, provincial legislation or regulations, or other legal issues related to their occupation of Public Land at the Contract Administrator's Direction and in accordance with the Contract Administrator's instructions;
 - (d) conducting ongoing safety and wellbeing checks, provide transportation and transfers to emergency shelters and other transitional or permanent housing;
 - (e) assisting City staff with the storage of personal belongings for individuals asked to vacate Public Land;
 - (f) supporting the removal of garbage and discarded belongings from vacated Encampments on Public Land in accordance with the Encampment Policy;
 - (g) communicate any notices or warnings in D3.1(c) in a general and respectful manner;
 - (h) respond to communications and requests from the Contract Administrator in a timely manner but no later than 24 hours after receiving the communication or request. The Contractor shall provide:
 - (i) a Subcontractor who can respond to the City and provide the required services on the Contractor's behalf if the Contractor is unable to respond to the City within 24

hours for any reason. The Contractor shall at all times be responsible for the Work performed by the Subcontractor.

- (i) report at the times and in the manner required by the City of Winnipeg including:
 - (i) Quarterly point-in-time counts of the service population (people living in encampments) and of the number and locations of encampments within the region(s) of service;
 - (ii) A mid-point narrative report to be submitted within 30 Calendar Days following the end of the second quarter;
 - (iii) an annual narrative report to be submitted within 30 Calendar Days following the end of the fourth quarter;
 - (iv) data as outlined in Schedule A to be submitted to the City in the form requested by the City and within 24 hours of receiving a written request from the City for such data;
- (j) maintain strong collaborative working partnerships with other outreach service providers, and Municipal and Provincial Public Service Departments including but not limited to the Winnipeg Fire Paramedic Service, Winnipeg Police Service, and Manitoba Housing;
- (k) participate on planning and advisory groups related to the Your Way Home Strategy;
- (l) provide mobile outreach support services in a safe and respectful manner to all Service Recipients; and
- (m) if the Contractor has been awarded one of the items under D3.5, provide mobile outreach services in the other region as directed by the Contact Administrator if and when the need arises. Such services shall be at no additional cost.

D3.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D3.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D3.2 The major components of the Work are as follows:

- (a) Provide mobile outreach services to individuals experiencing unsheltered homelessness and living in Encampments with a focus on access to housing 24 hours a day, 7 days a week throughout Winnipeg.
- (b) Provide ongoing safety and wellbeing checks, transportation, transfer to emergency shelters and other housing, supporting Encampment occupants when enforcement of vacate orders are imminent or occurring, and providing referrals to other service providers such as housing, healthcare, mental health and addictions services, when accessible housing is not available to individuals experiencing unsheltered homelessness and living in Encampments.
- (c) Assist City staff with the storage of personal belongings for individuals asked to vacate Public Land; and support the removal of garbage and discarded belongings from vacated encampments on Public Land.
- (d) Provide reports and data as set out in D3.1(h) and D3.1(i).

D3.3 Further to C2.4, if there is a conflict or inconsistency between the Your Way Home Strategy, the Encampment Policy and related Encampment Response Protocol and these Supplemental Conditions, the following shall be the order of precedence (1) the Encampment Policy and related Encampment Response Protocol; (2) the Supplemental Conditions and (3) the Your Way Home Strategy.

D3.4 Notwithstanding D3, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2026.

D3.4.1 The City may terminate the Contract for any reason (or no reason) with (sixty) 60 Calendar Days written notice to the Contractor.

D3.5 The funds available for this Contract are \$387,275, with below allocation:

- (a) Funds available for item 1 (Mobile Outreach Services east of the Red River) is \$96,820;
- (b) Funds available for item 2 (Mobile Outreach Services west of the Red River) is \$290,455.

D4. COOPERATIVE PURCHASE

D4.1 The Contractor is advised that this is a cooperative purchase.

D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D4.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.

D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) “**Confidential Information**” means any and all information, whether disclosed in writing, electronically, orally, in machine readable form or otherwise, of any nature and in any form, including but not limited to the terms and conditions contained in this Contract, any and all information concerning the City, the Services, and the Work, data as described in E3, business plans, business strategies, research and development plans, marketing plans, pricing information and any other technical, business, or financial information that is

collected by, supplied by, produced by, obtained from, provided by, or to which access is otherwise given to the Contractor by the City or which in any other way comes into the possession or knowledge of the Contractor during the course of performance of the Work or in connection with the Contractor's duties under this Contract, and includes (without limitation) Personal Information.

- (b) **"Daytime Hours"** is defined as one hour after dawn until one hour before dusk.
- (c) **"Encampment"** means any area wherein an individual or a group of people live in homelessness together, often in tents, transit shelters, or other temporary structures (also referred to as homeless camps, tent cities, homeless settlements or informal settlements). Encampments vary in size and structure.
- (d) **"Encampment Policy"** refers to the City of Winnipeg Encampment Policy which became effective on November 27, 2025 and applies to all mobile outreach services under this RFP.
- (e) **"Encampment Response Protocol"** means the operational guide intended to address non-emergency issues pertaining to Encampments on Public Land in accordance with the Encampment Policy.
- (f) **"Proponent"** means any Person or Persons submitting a Proposal for Services, including Persons submitting a Proposal as a joint venture.
- (g) **"Proponent Team"** means all team members that join the Proponent in the RFP Process;
- (h) **"Proponent Team Lead"** means the Proponent Team Member that will be principally responsible for communicating with the City on behalf of the Proponent;
- (i) **"Proponent Team Member"** means a Person included in the Proponent Team;
- (j) **"Public Land"** includes any municipal or provincially-owned real property, including sidewalks, lanes, streets, boulevards, roads, or street allowances, rights-of-way, vacant public land, parking lots, or parks.
- (k) **"Service Recipients"** means individuals receiving mobile outreach services from the Contractor as described in this RFP.
- (l) **"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.
- (m) **"Your Way Home Strategy"** means the Your Way Home: Manitoba's Plan to End Chronic Homelessness strategy, first announced by the Province of Manitoba on January 14, 2025, as may be amended by the Province of Manitoba from time-to-time.

D6. CONTRACT ADMINISTRATOR

- D6.1 The Contract Administrator is:
Greg MacPherson,
Acting Manager, Community Development Division, Office of the CAO
Telephone No. 204- 226-2041
Email Address.: gmacpherson@winnipeg.ca
- D6.2 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.

D7. CONTRACTOR'S SUPERVISOR

- D7.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The

supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.

D7.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D7.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D8.1 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.

D8.1.1 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.

D8.1.2 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.

D9. SUPPLIER CODE OF CONDUCT

D9.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>

D9.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

D9.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D10. UNFAIR LABOUR PRACTICES

D10.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(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.

- D10.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, 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.
- D10.3 Upon request from the Contract Administrator, the Contractor 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.).
- D10.4 Failure to provide the evidence required under D10.3, may be determined to be an event of default in accordance with C18.
- D10.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the 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.
- D10.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’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.
- D10.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D10.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D10.5.3 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 Contractor 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.

D11. INFORMATION MANAGEMENT

- D11.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Contractor. Further, where the Services &/or Work is being provided by a third party (either by a Subcontractor or authorized third party reseller), the Contractor represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party’s compliance or non-compliance.
- D11.2 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act (“FIPPA”) and Personal Health Information Act (“PHIA”) imposes obligations on the City to collect, store, use, disclose, and destroy “personal information”, as that term is defined in FIPPA, (“Personal Information”) in the strictest of confidence and in accordance with FIPPA and PHIA.
- D11.3 The Contractor:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
 - (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
 - (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.

- D11.4 While this Contract is in effect, and at all times thereafter, the Contractor shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or 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.
- D11.5 The Contractor shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Contractor shall be in compliance with FIPPA and PHIA.
- D11.6 Further to C23 of the General Conditions, all Confidential Information is and shall remain the property of the City.
- D11.7 The Contractor shall not 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 Contract Administrator. The Contractor shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Contract Administrator.
- D11.8 While this Contract is in effect and at all times thereafter the Contractor shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:
- (a) 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;
 - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Contract Administrator; and
 - (d) inform its Subcontractors of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subcontractors comply with those obligations, including (but not limited to) binding said Subcontractors to terms no less strict than those herein through written confidentiality agreements.
- D11.9 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. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the Contract Administrator.
- D11.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Contract Administrator of said steps in writing.
- D11.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Contract Administrator, 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 Contract Administrator in the defense of the demand, if so requested by the Contract Administrator.
- D11.12 The Contractor shall, and shall ensure its Subcontractors, comply with all directives issued by the Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality

of the Confidential Information, and shall cooperate with the Contract Administrator so that the Contract Administrator can verify that the Contractor has complied, and is complying, with its obligations hereunder.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

D12.1 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.

D13. SAFE WORK PLAN

D13.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D13.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D14. INSURANCE

D14.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence; and
- (c) any other insurance policy or policies in such amounts and covering such risks as is reasonable and customary for the business for which the Contractor is engaged.

D14.2 It is up to the Contractor to consult with their insurance advisors to determine if any other applicable insurance policy or policies in such amounts and covering such risks as is reasonable and customary for the services to be provided under the Contract are required.

D14.3 Deductibles shall be borne by the Contractor.

D14.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D14.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D14.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D15.2 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 D12;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D13;
 - (iv) evidence of the insurance specified in D14; and
 - (v) the direct deposit application form specified in D20.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D15.3 The Contractor shall not commence the Work on the Site before April 1, 2026.

D16. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D16.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D16.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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.
- D16.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D16.4 For any delay related to Supply Chain Disruption 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 D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D16.5 The Work schedule will be adjusted to reflect delays accepted by the Contract Administrator.
- D16.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D17. SAFETY

- D17.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D17.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D17.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated.

D18. RECORDS

- D18.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D18.2 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.
- D18.3 The Contractor shall provide the Contract Administrator with a copy of the records as requested by the Contract Administrator, and as outlined in E3, within (5) Calendar Days of a request of the Contract Administrator.
- D18.4 Further to C23, all deliverables including all reports under D3, produced or developed by the Contractor under the Contract and all data collected under E3 are the property of the City. The Contractor therefore assigns all intellectual property rights in such deliverables and the data under this Contract to the City and shall do all things necessary, including execute such other documentation as may be reasonably required to transfer all such rights to the City.
- D18.5 The Contractor expressly waives any claim to moral rights, the materials referred to in D18.4 or any part thereof, created by the Contractor, and shall ensure that any agent or employee of the Contractor shall have waived all moral rights in the deliverables and data or any part thereof.
- D18.6 Further to D11.8, the Contractor(s) may only use or disclose the deliverables and the data under D18.4, in whole or in part, to a third party with the express written permission of the City. In some instances, the Contractor(s) must anonymize or deidentify the data to the City's satisfaction before it can be shared with a third party.
- D18.7 Should the Contractor provide any additional information to the City that is not mentioned in D3 or E3, the Contractor gives the City a perpetual, non-exclusive, royalty free, non-revocable, worldwide license to use, share, copy, modify and sublicense such information. Such information will be used by the City at its sole discretion.

INVOICES AND PAYMENT

D19. INVOICES

- D19.1 Further to C12, the Contractor:
- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
 - (b) should copy the Contract Administrator on submission of its invoice.

D20. PAYMENT

D20.1 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.

D21. PAYMENT SCHEDULE

D21.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D22. WARRANTY

D22.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D23. DISPUTE RESOLUTION

D23.1 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 D23.

D23.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D23.3 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 Purchasing Division 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.

D23.4 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.

D23.4.1 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.

- D23.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D23.4.3 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.
- D23.4.4 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 D23.4.3, 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.

PUBLIC COMMUNICATIONS AND COMPLAINTS

D32. PUBLIC COMMUNICATIONS

- D32.1 Further to C23.2, the Contractor shall not make any public announcements, press releases, statements, or comments regarding Service Recipients, Mobile Outreach Services, the City, the Encampment Policy and/or Encampment Response Protocol without the prior written authorization of the Contract Administrator and Corporate Communications at the City.

D33. PROCESS FOR ADDRESSING COMPLAINTS

- D33.1 The City will provide the Contractor with written notice of any complaint from Service Recipients or the public regarding the Contractor.
- D33.2 The Contractor shall, within two (2) Business Days of receipt of notice of any complaint, respond in writing to the Contract Administrator or their designate identifying:
- (a) If the complaint was accurate or inaccurate; and
 - (b) If accurate, the cause and the remedy for the specific problem, and the measures proposed to be instituted to prevent future occurrences; or
 - (c) If inaccurate, a statement of the facts as known by the Contractor.
- D33.3 If the Contractor does not or cannot respond to a complaint in accordance with D33.2, or if a complaint is substantiated through the City's independent review, this will constitute an Event of Default under C18 and the City may act accordingly.
- D33.4 The foregoing shall not in any way limit the authority of the Contract Administrator or limit the other remedies available to the City under the Contract or at law.
- D33.5 Complaints from Service Recipients or any other persons, regarding the services shall be referred to the Contract Administrator or their designate.

INDEMNITY

D34. LIABILITY AND INDEMNITY

- D34.1 The text in C17.1 is deleted and amended to read:

The Contractor shall save harmless and indemnify the City and any of its representatives, officers, servants, employees, and agents against all costs, damages, losses or expenses arising from actions, claims, demands or other proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, their Subcontractors, employees or agents in the provision of services or performance or purported performance of the Work, or and more particularly from:

- (a) personal and bodily injury to any persons, including death;

- (b) physical harm to, or loss of, real and tangible personal property, whether or not such property is owned or partly owned by the City;
- (c) breaches of confidentiality, protection of privacy or security;
- (d) any claim for lien or trust claim served upon the City;
- (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor;
- (h) breach of any applicable laws or regulations; or
- (i) wilful misconduct, fraud, or gross negligence.

JOINT CONTRACTORS

D35. JOINT AND SEVERAL

- D35.1 Further to B9.5, if two or more Persons are awarded the Contract pursuant to RFP 933-2025 as the Contractor, the liability under this Contract of such Persons shall be joint and several.

THIRD PARTY AGREEMENTS

D36. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D36.1 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.
- D36.2 Further to D36.1, in the event that the obligations in D36 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.
- D36.3 For the purposes of D36:
- (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.
- D36.4 Modified Insurance Requirements
- D36.4.1 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 subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D36.4.2 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.
- D36.4.3 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.

D36.4.4 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.

D36.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D36.5 Indemnification By Contractor

D36.5.1 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.

D36.5.2 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.

D36.6 Records Retention and Audits

D36.6.1 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.

D36.6.2 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 D36.6.1 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.

D36.7 Other Obligations

D36.7.1 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.

- D36.7.2 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.
- D36.7.3 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.
- D36.7.4 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.
- D36.7.5 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.
- D36.7.6 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.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. 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 B7.
- E1.3 Mobile outreach service providers:
- (a) must provide mobile outreach services 24 hours a day, 7 days per week, in one or both of the city's two regions, defined as 'east of the Red River' and 'west of the Red River.' See the map in Schedule C.
 - (b) must be housing focused when appropriate housing is available.
 - (c) must use person centered, trauma informed approach to service delivery.
 - (d) must comply with the Encampment Policy and the Encampment Response Protocol;
 - (e) must follow the Contract Administrator's instructions on the implementation of the provisions of the Encampment Policy and the Encampment Response Protocol.
 - (f) must work collaboratively with Municipal and Provincial Public Service Departments including but not limited to the Winnipeg Fire Paramedic Service, Winnipeg Police Service, and Manitoba Housing.
 - (g) must work collaboratively with other outreach service providers. There are multiple organizations providing outreach services in addition to the services provided under this Contract. Service Recipients benefit when outreach providers take a collaborative approach to work - between outreach providers and with both levels of local government.
 - (h) must participate in housing Service Recipients, including through the Government of Manitoba's Your Way Home Strategy.

E2. DATA COLLECTION

- E2.1 The Contractor will be required to report at the times and in the manner required by the City of Winnipeg. In addition to mid-point, and annual narrative reports, Contractors will be required to submit data to the City within 24 hours of receiving a written request from the City for such data, or such other time frame as may be noted by the Contract Administrator in the request. This will include provision of quarterly point-in-time counts of the service population (people living in encampments) and of the number and locations of encampments in the region(s) of service. This information may be used by the City to support the planning, evaluation, and the management of mobile outreach services, or to support City administration or operations.
- E2.2 At a minimum the Contractor will be required to collect, store, and report on information included in Schedule A.

E3. SCHEDULE A: MINIMUM DATA COLLECTION

- E3.1 The Contractor will be required to submit data as outlined in this Schedule to the City within 24 hours of receiving a written request from the City for such data, or such other time frame as may be noted by the Contract Administrator in the request.
- E3.2 At a minimum the Contractor will be required to collect, store, and report on the information included. This information may be incorporated into a reporting template to be provided to the

Contractor at a future date. As recorded by individual staff attending an Encampment site, this data will include:

E3.3 General Information

- (a) Date and time of a visit to an Encampment
- (b) Location of Encampment (closest street address)
- (c) Staff unique identifier (e.g.ID#)

E3.4 General Observations

- (a) Number of individuals observed at the Encampment during this visit
- (b) Number of physical structures at the Encampment during this visit
- (c) General type and description of structures
- (d) How many individuals are believed to be living at the Encampment

E3.5 Support for Residents

Housing Specific

- (a) Did you offer alternative housing to the Encampment resident(s)?
- (b) If yes:
 - (i) To how many people?
 - (ii) Did this include all of the individuals present during your visit?
 - (iii) What housing was offered (location, type, number of spaces)
- (c) If no:
 - (i) How many residents were not offered housing? Why?
- (d) In total, during this visit how many residents accepted the offer of housing?
- (e) In total, during this visit how many residents declined the offer of housing?

Non-Housing

- (f) Did you offer other supports to the Encampment resident(s)?
- (g) If yes:
 - (i) What supports were offered?
 - (ii) To how many people?
 - (iii) Were any offers accepted?

E3.3 Data collected pursuant to E3 is subject to the terms and conditions in D11.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
 - (b) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public.
 - (c) communicating with residents and homeowners in person or by telephone.
- F1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. Or
- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm>
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.2.2 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.3 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Bidder/Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in F1.1.
- F1.7 Each individual proposed to perform the following portions of the Work:

- (a) Where the work of mobile outreach support services requires contact with children or minors

shall be required to obtain a Child Abuse Registry check from the Manitoba Child Abuse Registry.

- F1.8 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Bidder/Contractor shall supply the Contract Administrator with a satisfactory *Child Abuse Registry Self-Check – Information and Results* obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.9 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Work specified in F1.1.
- F1.10 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.
- F1.11 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Work specified in F1.1.