



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 51-2013

**REQUEST FOR PROPOSALS FOR THE PROVISION OF EMPLOYEE ASSISTANCE
(COUNSELLING) SERVICES**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Proposal Submission	2
B7. Proposal	2
B8. Prices	3
B9. Proposed approach	3
B10. Experience	4
B11. Qualification	4
B12. Opening of Proposals and Release of Information	5
B13. Irrevocable Offer	5
B14. Withdrawal of Offers	5
B15. Interviews	6
B16. Negotiations	6
B17. Evaluation of Proposals	6
B18. Award of Contract	7

PART C - GENERAL CONDITIONS

C20. General Conditions	1
C21. Default and Termination	1
C22. Indemnity	1
C23. Declaration of No Conflict	2
C24. Information and Reports	2
C25. Modification of Contract	2
C26. Assignment	2
C27. City not Obligated to Third Parties	2
C28. When Rights and Remedies Not Waived	3
C29. Definitions	3

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	2
D4. Ownership of Information, Confidentiality and Non Disclosure	2

Submissions

D5. Authority to Carry on Business	3
D6. Insurance	3

Control of Work

D7. Commencement	3
D8. Records	3

Measurement and Payment

D9. Invoices	4
D10. Payment	4
D11. Client Satisfaction Survey	5

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSALS FOR THE PROVISION OF EMPLOYEE ASSISTANCE (COUNSELLING) SERVICES

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 15, 2013.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A);
 - (b) Form B: Prices (Section B);
 - (c) Proposed Approach (Section C);
 - (d) Experience (Section D).

Format

- B6.2 Proponents should submit one (1) unbound original (marked "original") and four (4) copies plus one (1) copy in an MSOffice compatible electronic format on a standard CD. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.
- B6.2.1 Each requirement should be addressed in a separate section clearly marked with the corresponding letter.
- B6.2.2 Each section should contain no more than *six (6)* pages (standard 8.5x11 "), using a printing font with a 12 pitch. Any graphics included should be contained within the specified amount of pages.
- B6.3 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.
- B6.4 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B6.5 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.6 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7. PROPOSAL

- B7.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;

- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 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.

B8.2 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.

B8.3 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.

B8.4 The Bidder shall state for Item 6 any additional costs (ie. travel, disbursements, etc.) required to complete the Work of the Contract.

- (a) Further to B8.4, these costs shall be a firm fixed price.

B8.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. PROPOSED APPROACH

B9.1 Bidders shall propose an approach to achieve a, structured and confidential Employee Assistance Program (EAP) for the City of Winnipeg and contain the following information:

- (a) A brief description of the size, structure and services provided by your organization, with emphasis on past experience as a provider of employee assistance counselling, wellness workshops, etc;
- (b) A detailed description of your understanding of the services the City of Winnipeg is requesting, timeframes for delivery, how you intend to staff the services;
- (c) The qualification of the Bidder's staff members who will be associated with the contract (i.e. education levels and experience with EAP services);
- (d) The day-to day contact or project manager of the Bidder's organization and the qualifications and authority of any such persons;
- (e) A description of the quality assurance guidelines, or ongoing monitoring system, the Bidder has in place for evaluating professional staff and the name of the person responsible for assuring high standards of care;
- (f) A description of how cancellations of appointments and "no shows" will be handled, specifically:
 - (i) how much notice should be given;
 - (ii) the fees (if any)
- (g) Location (s) the Bidder currently maintains or plans to maintain. Offices and staff located in and outside of Winnipeg. If any of the services will be sub-contracted, please explain.

B10. EXPERIENCE

B10.1 Bidders shall submit the following information:

- (a) knowledge of both municipal and other EAP programs;
- (b) past work experience specific to EAP programs in a similar size operation and evidence of having successfully carried out work similar in nature, scope and value;
- (c) track record of showing innovation and applying best practices;
- (d) experience of proposed team members and established years of experience per member.

B11. QUALIFICATION

B11.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and

- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B11.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B12.1 Proposals will not be opened publicly.

B12.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B12.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B13. IRREVOCABLE OFFER

B13.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B13.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B14. WITHDRAWAL OF OFFERS

B14.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and

- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Proposal withdrawn.

B14.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B15. INTERVIEWS

B15.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B16. NEGOTIATIONS

B16.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B16.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B16.3 If, in the course of negotiations pursuant to B16.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B17. EVALUATION OF PROPOSALS

B17.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9:
 - (i) mandatory qualifications (pass/fail);
- (c) Total Bid Price 40%;
- (d) Proposed Approach 30%
- (e) Experience 30%

B17.2 Further to B17.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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.

B17.3 Further to B17.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.

B17.4 Further to B17.1(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.

- B17.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B17.4.2 Further to B17.1(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.
- B17.5 Further to B17.1(d), the Proposed Approach shall be evaluated considering the information submitted in response to B9.
- B17.6 Further to B17.1(e), Experience shall be evaluated considering the information submitted in response to B10.
- B17.7 Reference checks to confirm information provided may not be restricted to only those submitted by the Bidder, and may include organizations representing Persons, known to have done business with the Bidder.
- B17.8 This Contract will be awarded as a whole. The City may choose to award Part Two if it is in the City's best interest.
- B17.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.1(a) and B17.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, 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.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B18.4 Notwithstanding Paragraph 6 of Form A; Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.5 The Contract Documents in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C20. GENERAL CONDITIONS

C20.1 These General Conditions are applicable to the Work of the Contract.

C21. DEFAULT AND TERMINATION

C21.1 The Contractor is in breach of or in default under this Contract if, at any time:

- (a) any representation or warranty made by the Contractor is false or misleading in any material respect; or
- (b) the City is reasonably of the opinion that:
 - (i) the Contractor is not carrying out the Services in a manner acceptable to the City or in accordance with the terms and conditions of this Contract; or
 - (ii) the Contractor has failed to comply with, any of its material obligations or undertakings under this Contract; and
 - (iii) the Contractor, on receiving notice in writing from the City of the breach, default or failure, has failed to remedy the breach, default or failure to the satisfaction of the City within five (5) days of receiving the notice, or in the event the breach, default or failure is such that it cannot be remedied within five (5) days, has failed to provide to the City within five (5) days of receiving the notice a plan, acceptable to the City, for remedying the breach, default or failure within a reasonable period of time; or
- (c) if any receiver or interim receiver, trustee or liquidator of all or substantially all of the Contractor's property is appointed; or if the Contractor makes an assignment for the benefit of its creditors or makes any assignment or has a receiving order made against it under the *Bankruptcy and Insolvency Act (Canada)*; or becomes bankrupt or insolvent or makes application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors; or takes any action whatever, legislative or otherwise, with a view to winding-up, dissolution or liquidation of the Contractor.

C21.2 If the Contractor is in breach of or in default under this Contract, the City may do or require one or more of the following:

- (a) suspend or withhold any payments due, or any part thereof, until the Contractor has remedied the breach, default or failure to the satisfaction of the City;
- (b) where the breach, default or failure is not remedied or is not capable of being remedied, terminate this Contract and any financial obligation of the City hereunder by giving notice in writing;
- (c) where the breach, default or failure is one described above, terminate this Contract and any financial obligation of the City hereunder by giving notice in writing.

C21.3 Upon notice of termination of this Contract being provided, the Contractor shall deliver to the City all reports, lists and other data and information and material utilized, collected, compiled, drawn or produced in connection with this Contract which are in its possession or under its control.

C21.4 Upon notice of termination of this Contract being provided, and upon receipt of a final statement for Services rendered, the City will pay to the Contractor such amounts as the Contractor may be entitled to receive under this Contract as a payment for Services properly rendered under this Contract up to the date of the notice. The City may set off against such payment any amounts owing to it by the Contractor.

C22. INDEMNITY

C22.1 The Contractor shall indemnify and save harmless the City from and against all claims, losses, costs, damages, suits, proceedings, or actions arising directly or indirectly out of or related to the Contractor's activities in executing the Services including the Contractor's omissions,

negligence, improper acts or delays in executing the Services, for an amount equivalent to the Contract value.

C22.2 The City may settle any such claim, suit or lien and charge the Contractor with the amount paid or to be paid in effecting a settlement or which may be adjudged due by the City.

C22.3 The Contractor shall pay to the City the value of all legal services and disbursements required to defend it against any claim arising out of the Contract and in computing the value of such services no regard shall be had to the fact that the same may have been performed by a salaried employee of the City.

C22.4 The Contractor shall pay to the City all costs taxed against the Contractor in any litigation between the Contractor and the City arising out of the Contract.

C23. DECLARATION OF NO CONFLICT

C23.1 The Contractor hereby declares that this Contract is entered into in good faith on the part of the Contractor, that no member of City Council, administrative or financial officer, director or any other officer of the City has any pecuniary interest, direct or indirect, in this Contract or any other contract or part of a contract, or commission made pursuant to this Contract or to any benefit to arise there from, and agrees that it shall forfeit all claims for payment or otherwise under this Contract if any member of City Council, administrative or financial officer, director or any other officer of the City is at any time interested therein or if any interest therein is given or agreed to be given to it and as well shall refund to the City any monies paid to the Contractor by the City under this Contract.

C23.2 The Contractor declares that it has not participated in any collusive scheme or combine in connection with the Proposal or this Contract and agrees that it shall forfeit all claims for payment or otherwise under this Contract if it should ever be established that this declaration is false and as well shall refund to the City any monies paid to the Contractor by the City under this Contract.

C24. INFORMATION AND REPORTS

C24.1 The Contractor shall, at such time and in such form as the City may require, furnish such periodic reports concerning the status of the Services, such statements, certificates, approvals and copies of proposed and executed plans and claims and other information relative to the Services as may be requested by the City. The Contractor shall furnish the City, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the Services.

C25. MODIFICATION OF CONTRACT

C25.1 This Contract may be modified by the parties hereto only by a written supplemental agreement executed by both parties.

C26. ASSIGNMENT

C26.1 The Contractor shall not voluntarily or by operation of law assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of the City. Any attempted assignment or transfer by the Contractor of its obligations without such consent shall be wholly void.

C27. CITY NOT OBLIGATED TO THIRD PARTIES

C27.1 The City shall not be obligated or liable hereunder to any party other than the Contractor.

C28. WHEN RIGHTS AND REMEDIES NOT WAIVED

- C28.1 In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the City while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the City in respect of such breach or default.
- C28.2 The waiver by either party of any breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach.

C29. DEFINITIONS

- C29.1 Where used in this Request for Proposal:
- (a) **"Award Authority"** means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
 - (b) **"Bidder"** means any person submitting a Proposal for the Work;
 - (c) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday;
 - (d) **"City"** means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
 - (e) **"Contract"** means the combined documents consisting of either:
 - (i) the agreement forwarded to the Contractor and all schedules thereto (consisting of the Request for Proposal and any documents (and Drawings) referred to and incorporated therein) together with the Proposal and any submissions required to be made by the Contractor after award, and all amendments to the foregoing; or
 - (ii) the Purchase Order prepared and forwarded to the Contractor which shall be deemed to include the Request for Proposal and any documents (and Drawings) referred to and incorporated therein, together with the Proposal and any submissions required to be made by the Contractor after award and all amendments to the foregoing.
 - (f) **"Contract Administrator"** means the person designated as such in the Supplemental Conditions;
 - (g) **"Contract Price"** means the price agreed upon for the Work and any adjustments thereto which may be required or agreed to pursuant to the Contract;
 - (h) **"Contractor"** or **"Consultant"** means the person undertaking the performance of the Work under the terms of the Contract;
 - (i) **"Council"** means the Council of The City of Winnipeg;
 - (j) **"Manager of Materials"** means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
 - (k) **"may"** indicates an allowable action or feature which will not be evaluated;
 - (l) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
 - (m) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
 - (n) **"Proposal"** means the offer contained in the Proposal Submission;
 - (o) **"Proposal Submission"** means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;

- (p) “**Request for Proposal**” means the Proposal Submission, the Bidding Procedures, the Supplemental Conditions, the Specifications (where applicable), the Drawings (where applicable) and all addenda;
- (q) “**should**” indicates a desirable action or feature which will be evaluated on a relative scale;
- (r) “**Site**” means the lands and other places, including structures, on, under, in or through which the Work is to be performed but does not include a Contractor’s Facility;
- (s) “**Subcontractor**” means a person contracting with the Contractor for the performance of a part or parts of the Work and includes a Subcontractor’s subcontractor;
- (t) “**Submission Deadline**” means the time and date set out in the Bidding Procedures for final receipt of Bids;
- (u) “**Supplemental Conditions**” means the portion of the Request for Proposal by that name which sets out terms and conditions specific to the Contract.
- (v) “**Total Performance**” means that the entire Work has been performed in accordance with the Contract;
- (w) “**Work**” means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of structured and confidential EAP Services to the City of Winnipeg for the period from award of contract to May 5, 2018 with the option of one (1) mutually agreed upon five (5) year extension.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on May 6 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The purpose of the EAP service is to provide the approximately seven thousand two hundred (7200) employees (excluding Winnipeg Police Service) and their immediate family members (dependents) with short term, confidential counselling and referral for long term assistance.

Part I

- (a) Confidential, voluntary, in-person assessment and short term counselling in a professional clinic setting for employees and their immediate family members.
- (b) The Contractor will provide counselling for problems related, but not limited to: stress; family; work; grief; tobacco, alcohol and drugs; gambling; marriage and divorce; depression; mental health; parent-child relationship; child/spouse abuse; and aging.
- (c) The counselling sessions will be offered/structured as follows:
 - (i) Ability to accommodate any new clients' requests for an appointment within five (5) Calendar Days. This time period may be extended at the discretion of the City's Contract Administrator.
 - (ii) A maximum annual number of sessions per employee or family member will be ten (10) sessions per a twelve (12) month period; this will be communicated to the client by the Contractor during the first session;
 - (iii) The Contractor will provide specialized addiction services in lieu of the 10 sessions in a 12 month period. This will consist of:
 1. individual assessment;
 2. group treatment for up to ten (10) weeks;
 3. follow up group treatment for up to twelve (12) weeks;
 - (iv) The Contractor can apply to the Contract Administrator to extend the ten (10) session limit, subject to a maximum of an additional four (4) sessions.
- (d) Referrals to other resources will be made if more extensive counselling is needed or further counselling is needed, and the number of personal counselling sessions is exhausted. Any costs associated with a referral to other resources will be the responsibility of the employee/family member.
- (e) On-site critical incident stress debriefings (e.g. death at work). The Contractor shall respond within twenty-four (24) hours.
- (f) The Contractor shall provide a toll free number to the Contract Administrator where they may be reached.

- (g) The counselling information files shall remain confidential, subject to those exceptions as set out in applicable legislation.
- (h) Consultation to Management (which may be delivered by telephone);
 - (i) advice specifically for managers/supervisors in dealing with difficult situations.

D2.3 The City may, at its option, add Part II to the Contract, which may consist of, but not be limited to:

Part II

- D2.3.1 Wellness workshops (e.g. change management, stress management, anger management, Myers Briggs);
- D2.4 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.4.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.5 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Jackie Halliburton
Wellness & Diversity Coordinator, Corporate Support Services Department
Telephone No.: (204) 986-4603
Facsimile No.: (204) 944-3299
Email: jhaliburton@winnipeg.ca

D3.2 Bids Submissions must be submitted to the address in B6.6.

D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D4.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D4.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D4.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
 - (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D4.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 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.

D6. INSURANCE

D6.1 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, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.;

D6.2 Deductibles shall be borne by the Contractor.

D6.3 The Contractor shall provide the City Solicitor 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.

D6.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D6.5 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.

CONTROL OF WORK

D7. COMMENCEMENT

D7.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D7.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D5;
 - (ii) evidence of the insurance specified in D6;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D7.3 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D8. RECORDS

D8.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D8.2 The Contractor shall record, as a minimum:

- (a) number of sessions;
- (b) waiting time for first appointments;
- (c) number of clients by age and gender;
- (d) number of clients who are employees or family members; and
- (e) primary presenting problem using categories such as:
 - (i) work related;
 - (ii) personal/emotional;
 - (iii) marital;
 - (iv) family;
 - (v) critical incident;
 - (vi) addiction;
 - (vii) bereavement;
 - (viii) medical;
 - (ix) legal;
 - (x) financial.

D8.3 The Contractor shall provide the Contract Administrator with a copy of the records on an annual basis covering the period of January 1 to December 31 of each year within twenty (20) Calendar Days of the year end.

MEASUREMENT AND PAYMENT

D9. INVOICES

D9.1 The Contractor shall submit monthly invoices for all service delivered during the previous calendar month to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca

D9.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) type and quantity of work performed;
- (d) the amount payable with GST and MRST shown as separate amounts; and
- (e) the Contractor's GST registration number.

D9.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D9.4 Bids Submissions must be submitted to the address in B6.6.

D10. PAYMENT

D10.1 Fees shall be payable without deduction, including no deduction for income taxes, Canada Pension Plan or Employment Insurance premiums or contributions.

D10.2 Payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D10.3 The City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D11. CLIENT SATISFACTION SURVEY

D11.1 The Contractor shall administer client satisfaction surveys.

D11.2 The Contractor shall provide an annual report which provides information gathered from client satisfaction surveys that does not identify individual clients