



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 87-2014**

**REQUEST FOR PROPOSAL FOR AN AUDIT OF WINNIPEG POLICE SERVICE  
HEADQUARTERS CONSTRUCTION PROJECT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 REQUEST FOR PROPOSAL FOR AN AUDIT OF WINNIPEG POLICE SERVICE HEADQUARTERS CONSTRUCTION PROJECT

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 28, 2014.
- 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. PROPONENTS' CONFERENCE**

- B3.1 The Contract Administrator will hold a Proponents' conference on Wednesday, February 12, 2014 at 1:00 p.m. Winnipeg time.
- B3.2 The conference will be conducted via teleconference. Proponents are required to register with the Contract Administrator via email ([bmansky@winnipeg.ca](mailto:bmansky@winnipeg.ca)) by 1:00 p.m. Winnipeg time, Tuesday, February 11, 2014. Only registered Proponents will be provided with the teleconference call-in details.
- B3.3 The Proponent is advised that, at the Proponents' Conference, the Contract Administrator and City Auditor will be available to address Proponent's questions.
- B3.4 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 D7.
- 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 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 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 Proponents by issuing an addendum.
- B4.5 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 Proponent who made the enquiry.
- 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.

## **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.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the 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.
- B6.2.1 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>
- B6.2.2 The Proponent 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.
- B6.3 The Proponent 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.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A);
  - (b) Form B: Fee; (Section B)
  - (c) completed Conflict of Interest Declaration and Undertaking (Section C) to identify any actual or perceived conflicts with the parties listed in Appendix 1 Schedule A.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and proposed Subcontractors (Section D) in accordance with **B11**;
  - (b) Experience of Key Personnel Assigned to the Project (Section E), in accordance with **B12**;
  - (c) Project Understanding and Methodology (Section F) in accordance with **B13**; and
  - (d) Form C: Person Hours.
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound original (marked "original") and three (3) copies.
- B7.6 Proponents should limit the response to no more than sixty (60) pages, not including résumés.

- B7.7 Proponents are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B20.1.
- B7.9 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Proponent's name and address.
- B7.9.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Proponent's name and address, and an indication that the contents are part of the Proponent's Proposal Submission.
- B7.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.11 Proposals shall be submitted to:
- The City of Winnipeg  
Audit Department  
3<sup>rd</sup> Floor, 185 King Street  
Winnipeg, MB. R3B 1J1**

**B8. PROPOSAL**

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

**B9. FEES (SECTION B)**

B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or stages identified in D5.

B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Work.

B9.3 Fees **shall** include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an allowable disbursement.

B9.4 Notwithstanding C11.1.1, 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.

B9.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.6 The Proponent shall state a price in Canadian funds for an Audit of Winnipeg Police Service Headquarters Construction Project identified on Form B: Fees.

**B10. CONFLICT OF INTEREST DECLARATION AND UNDERTAKING (SECTION C)**

B10.1 Proponents must not be associated in any way likely to create a conflict of interest or a perception of conflict of interest, with any City staff, advisor or consultant retained by the City in relation to the Project, including but not limited to consultants or lawyers providing engineering, process, finance or financial capacity advice.

B10.2 A Conflict of Interest is described as having any interests, activities or relationships, financial or otherwise with any of the entities, or providing any services to the entities listed in Appendix 1 Schedule A.

B10.3 If a Proponent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City Auditor could arrive at a different conclusion, the Proponent should fully disclose the circumstances to the Contract Administrator, identified in D7, at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

B10.4 The City Auditor will determine, in their sole and absolute discretion, whether an identified matter creates an actual or potentially perceived conflict of interest that will exclude a Proponent from the remainder of the evaluation process.

**B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION D)**

B11.1 Proposals should include:

- (a) details demonstrating their competency and experience by identifying at least three projects of similar size and complexity involving audits of major capital projects for municipal, provincial, federal governments. Demonstrated experience reviewing Canadian construction projects of facilities with similar security requirements such as law enforcement headquarters, government facilities with increased security requirements, Embassies or other buildings that are constructed to nationally prescribed standards that allow the building to continue in a disaster situation would be considered an asset. Proponents should document their competency and experience with reference to the areas listed in D5.

B11.2 For each project listed in B11.1(a), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) by providing:

- (a) description of the project;
- (b) role of the Proponent;
- (c) identification of project manager (i.e. lead in charge of the project);
- (d) reference information (two current names with telephone numbers per project).

B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

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

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

B12.1.1 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 comparable size and complexity, including the principals-in-charge. Include educational background and degrees, 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 two comparable projects of similar size and complexity, specifically listing projects involving audits of major capital projects for municipal, provincial, federal governments and that would specifically highlight the areas listed in D5. Demonstrated experience reviewing Canadian construction projects of facilities with similar security requirements such as law enforcement headquarters, government facilities with increased security requirements, Embassies or other buildings that are constructed to nationally prescribed standards that allow the building to continue in a disaster situation would be considered an asset. If a project selected for a key person is included in B11, provide only the project name and the role of the key person. For other projects provide the following:

- (a) description of project;
- (b) role of the person;
- (c) identification of project manager (i.e. lead in charge of the project);
- (d) reference information (two current names with telephone numbers per project).

## **B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)**

B13.1 Describe your firm's approach and team organization during the performance of the Work so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B13.2 The description of the Proponent's proposed approach/methodology to the Project should include:

- (a) a description of the Proponent's understanding of the Scope of Work and vision, and how these will be achieved;
- (b) a detailed proposal of what will be delivered by the Proponent, including the expected outcome and benefits to the City;
- (c) a complete definition of the process that will be employed to meet the objectives of this Project, (e.g., approach to be taken, etc.);
- (d) a detailed Project Plan that reflects the proposed approach to the Work. All major start dates, end dates, review and approval points and major milestone dates should be shown.

The plan should identify interim and final deliverables and their respective delivery dates, in consideration of stages identified, and the information provided in D6;

- (e) identification of all facts and assumptions made by the Proponent in developing the Submission and the relevance that these facts and assumptions have had on the proposed methodology and team composition (e.g., data availability, level of involvement of City staff, etc.);
- (f) a detailed description of any information, resources, or services required to be provided by The City of Winnipeg.

B13.3 Methodology should be presented in accordance with the Scope of Work identified in D5**Error! Reference source not found.** and the Proponent's ability to maintain the project schedule identified in D6.

B13.4 For each person identified in B12.2, list the estimated hours to be dedicated to the project on Form C: Person Hours, in accordance with the Scope of Work identified in D5.

#### **B14. QUALIFICATION**

B14.1 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.

B14.2 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B14.3 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; 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);
- (d) upon request of the Contract Administrator, obtain Level 3 Security Clearances from the Winnipeg Police Service for each individual proposed to perform Work under the Contract in accordance with E1.

B14.4 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.

#### **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the name(s) of the Proponents and the Contract Amount(s) of the successful Proponent(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/>

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent 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.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

#### **B16. IRREVOCABLE OFFER**

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 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 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.

#### **B17. WITHDRAWAL OF OFFERS**

B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 Notwithstanding C22.5, 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.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Proponent 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 Proponent'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 B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent 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.

#### **B18. INTERVIEWS**

B18.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B19. NEGOTIATIONS**

- B19.1 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.
- B19.2 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.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, 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.

## **B20. EVALUATION OF PROPOSALS**

- B20.1 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 pursuant to B14:   | pass/fail |
| (c) Fees; (Section B)  | 30%       |
| (d) Conflict of Interest Declaration and Undertaking (Section C)   | pass/fail |
| (e) Experience of Proponent and Subcontractors; (Section D)  | 20%       |
| (f) Experience of Key Personnel Assigned to the Project; (Section E)   | 30%       |
| (g) Project Understanding and Methodology (Section F)  | 20%       |
- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B20.4 Further to B20.1(c), Fees shall be the sum of the quantities shown on Form B: Fees.
- B20.5 Further to B20.1(d), Conflict of Interest Declaration and Undertaking will be evaluated by the City Auditor to determine, in their sole and absolute discretion, whether there exists an actual or potentially perceived conflict of interest.
- B20.6 Further to B20.1(e), 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.
- B20.7 Further to B20.1(f), 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.
- B20.8 Further to B20.1(g), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

- B20.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B20.9.1 If a Proposal does not achieve 50% of the available points for any of B20.1(e) to B20.1(g) the Proposal may be determined not to be qualified and will not be further evaluated.
- B20.10 Notwithstanding B20.1(e) to B20.1(g), where Proponents fail to provide responses to B7.2(a) to B7.2(c), the score of zero will be assigned to the incomplete part of the response.
- B20.11 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.
- B20.12 The City has full power to conduct an independent verification of information in any Proposal received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.
- B21. AWARD OF CONTRACT**
- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 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 responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, 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.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

C0.1 *The General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Work of the Contract.

C0.1.1 *The General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)

C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. DEFINITIONS

D2.1 Notwithstanding C1.1, when used in this Request for Proposal:

- (a) "**Chief Administrative Officer**" means "**City Auditor**";
- (b) "**Project Manager**" means "**Contract Administrator**".

#### D3. WINNIPEG

D3.1 The City of Winnipeg is the Capital city of the Province of Manitoba with a population of over 650,000. Composed of a broad range of diverse neighbourhoods and communities with numerous attractions (from arts and culture to sports and entertainment), Winnipeg is recognized as one of Canada's finest places to live, work and play. The City employs over 8,000 people and provides a full range of municipal services to the citizens of Winnipeg.

D3.2 The political representation for the City is a Mayor and 15 Councillors, each representing a city ward. The current Mayor and Council were elected in October 2010. Their term of office ends in 2014.

D3.3 The administrative structure for the City is a Chief Administrative Officer (CAO) providing overall supervision for the Public Service.

D3.4 The City Auditor is a statutory officer appointed by City Council under The City of Winnipeg Charter. The City Auditor reports to Council through the Audit Committee (Executive Policy Committee) and is independent of the City's Public Service. The City Auditor conducts examinations of the operations of the City and its affiliated bodies to assist Council in its governance role of ensuring the Public Service's accountability for the quality of stewardship over public funds and for the achievement of value for money in City operations

#### D4. BACKGROUND

D4.1 On January 29, 2014, Winnipeg City Council passed a motion that an external auditor be engaged to conduct an independent audit of the Winnipeg Police Headquarters construction project and report back to Council within 150 days.

D4.2 The City of Winnipeg is currently completing a major capital project to relocate the Winnipeg Police Service (WPS) Headquarters to the former Canada Post building at 266 Graham. The relocation project will consolidate the core WPS functions that are currently dispersed at locations throughout the City, to increase police presence and improve public safety in the downtown. When complete, the new police headquarters will house 14 divisions and approximately 1,250 people. All 6 floors at 245 Smith Street will be redeveloped and have approximately 606,000 square feet of space. The building is being redeveloped to 'as-new' condition and has an estimated useful life of 50 years.

D4.3 The Winnipeg Police Service Headquarters building must be constructed to nationally prescribed standards that allow the building to continue in a disaster situation. Specifically, the building systems must continue to operate and withstand fire for a period of 2 hours. The final 100% design was completed in April 2013. Construction is approximately 70% complete (as of December 2013), with the most complex parts of the construction either finished or completely costed out.

D4.4 The Winnipeg Police Service consists of 4 Executive Units: Uniform Operations, Investigative Operations, Development Support Services and Operational Support Services. The Winnipeg Police Service provides the following services: Police Response, Crime Prevention and Traffic Safety and Enforcement. In 2011, the Winnipeg Police Service had a complement of 1443 Full Time Equivalent (FTE) Sworn Staff and 423 (FTE) Civilian Staff. The Winnipeg Police Service is accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA).

D4.5 The Winnipeg Police Services website can be found on the City of Winnipeg's website at <http://winnipeg.ca/police>

## **D5. SCOPE OF WORK**

D5.1 The Work to be done under the proposed contract shall consist of an independent objective review of the processes followed to construct the new Winnipeg Police Service Headquarters building for the City of Winnipeg.

D5.2 The Proponent will be required to submit monthly status reports on the Project's progress that will be reported to Council.

D5.3 The former Canada Post building is comprised of two main facilities:

- (a) An 11-storey Office Tower known as 266 Graham, and
- (b) The Winnipeg Mail Processing Plant known as 245 Smith which is the facility under reconstruction and is to serve as the new Winnipeg Police Service Headquarters.

D5.3.1 The two buildings are connected to each other and are not considered separate buildings by the Fire Inspector. The buildings also share certain buildings systems.

D5.4 The acquisition of the 245 Smith facility should be considered out of scope for the purposes of this review. A contract was previously awarded that requested the vendor to review policies governing real estate management and the processes and practices used for executing major land acquisitions, sales, transfers and external leasing transactions. The scope of that project also entailed a review of all major real estate transactions including this facility.

D5.5 The acquisition and any subsequent renovations performed to the Office Tower (266 Graham) should be considered out of scope for the purposes of this review. Renovations performed on shared systems between the 266 Graham and 245 Smith facilities should be considered in scope and the costs allocated on an appropriate basis.

D5.6 The original reconstruction plan included a 25 lane indoor shooting range to be built on the roof of the new Winnipeg Police Service Headquarters building. This has been revised and included in the current cost estimate to be a 35 lane outdoor range, with administrative buildings, on land at the West End Pollution Control Centre. The gun range development is substantially complete and is to be included in the scope of the Project.

D5.7 The Proponent is expected to perform, at a minimum, an overview of the following areas as they relate to this construction project:

- (a) Capital Project Oversight;
- (b) Capital Budget Processes;
- (c) Procurement;
- (d) Project Management;
- (e) Legal Analysis pertaining to contracts entered into by the City with the various firms engaged to assist in the building re-development;
- (f) Municipal Legislation, Policy and Process review;
- (g) Reporting to Council and Committees of Council.

D5.8 The Proponent is also expected to identify areas for more in-depth review with full consideration of the project schedule identified in D6. Proponents should identify areas for further detailed

review in their bid submission. Examples of potential additional areas for further review are listed below:

D5.8.1 Capital Project Oversight

- (a) Review the composition and role played by the Oversight Committee from project initiation through to current time to determine if appropriate for magnitude of Project;
- (b) Review the reporting received by the Oversight Committee to evaluate if they received timely information for decision making purposes;
- (c) Evaluate if there was any expansion of scope that led to the increase in redevelopment costs;
- (d) Evaluate if there was any decrease in scope to limit necessary budget increases related to redevelopment costs;
- (e) Evaluate if the Project was in compliance with all applicable City of Winnipeg governing authorities;
- (f) Review if the projected consolidation of core WPS functions that are currently dispersed at several locations will be realized.

D5.8.2 Capital Budget Processes

- (a) Review support for the original capital budget in 2009 to determine the Class estimate to support the construction projection;
- (b) Determine if the original capital budget did not include the costs to move Police Divisions into the building (including costs for furniture, fixtures and equipment);
- (c) Review the multiple revisions to the redevelopment budget: November 2009 - \$105M, March 2011 – \$127M, July 2011 – \$155M November 2013 - \$172M to determine if adequately supported;
- (d) Determine if the final approved capital budget is sufficient to complete the Project;
- (e) Review the per square foot cost estimate for redevelopment construction to determine if adequately supported.

D5.8.3 Procurement

- (a) Determine whether the controls, policies, administrative standards and procedures with regard to the procurement process were followed;
- (b) Review bid opportunity 66-2010, Phase 1-3, Professional Consulting Services for the Design and Development of the Winnipeg Police Service Headquarters at 266 Graham Avenue (former Canada Post Building) in Winnipeg to determine if it adhered to City policy, was properly awarded and if the resulting contracts adequately protect the City's interest;
- (c) Review bid opportunity 66-2010 Phase 4, Professional Consulting Services for the Design and Development of the Winnipeg Police Service Headquarters at 266 Graham Avenue (former Canada Post Building) in Winnipeg to determine if it adhered to City policy, was properly awarded and if the resulting contracts adequately protect the City's interest;
- (d) Review bid opportunity 833-2010, Phase 1 - Construction Management Services for the Design and Development of the Winnipeg Police Service Headquarters at 266 Graham Avenue (Former Canada Post Building) in Winnipeg to determine if it adhered to City policy, was properly awarded and if the resulting contracts adequately protect the City's interest;
- (e) Review bid opportunity 833-2010 Phase 2&3 GMP, Guaranteed Maximum Price Contract for the redevelopment of 245 Graham Avenue and shooting range at Wyper Road to determine if it adhered to City policy, was properly awarded and if the resulting contracts adequately protect the City's interest;
- (f) Review the single source award for Professional Engineering Services Required by the City of Winnipeg Police Headquarters (Canada Post) Project to determine if it

adhered to City policy, was properly awarded and if the resulting contracts adequately protect the City's interest;

- (g) Review bid opportunity 201-2012, Commissioning of the Winnipeg Police Headquarters at 266 Graham Avenue to determine if it adhered to City policy, was properly awarded and if the resulting contracts adequately protect the City's interest;
- (h) Review the direct assignment for Project Management Services for the Winnipeg Police Headquarters Project to determine if it adhered to City policy, was properly awarded and if the resulting contracts adequately protect the City's interest.

**D5.8.4 Project Management**

- (a) Evaluate the design phase of the Project and review the process in place to ensure the facility would be reconstructed to required standards, specifically determine if materials and systems were included in the original design that did not meet the relevant standards;
- (b) Evaluate the Guaranteed Maximum Price Agreement and subsequent construction costs to determine if all the redevelopment cost increases are attributable to the seven identified areas: back-up power, caisson, fire stop / proofing, exterior column fire proof, exterior grade beam upgrade, slab remediation and surfacing, floor reinforcement for shelving;
- (c) Evaluate if the right City Departments and individuals (internal to City or contracted), with the necessary skill sets were involved in the project at the appropriate time and given the necessary authority to execute their role.

**D5.8.5 Legal Analysis pertaining to contracts entered into by the City with the various firms engaged to assist in the building re-development.**

- (a) Review the processes leading up to development and award of design, contract management, construction management, project management and construction contracts and reviewing the adequacy of those contracts;
- (b) Determine whether the controls, policies, administrative standards and procedures with regard to the award of contracts were followed.

**D5.8.6 Municipal Legislation, Policy and Process review**

- (a) Determine whether the controls, policies, administrative standards and procedures of the City were complied with during all aspects of this Project.

**D5.8.7 Reporting to Council and Committees of Council**

- (a) Determine whether appropriate reporting to Council and Committees was conducted and that appropriate approvals were obtained;
- (b) Determine whether the guaranteed maximum price (GMP) was fairly represented to Council and Committees.

**D5.9 Staff from the following Departments are involved in this project:**

- (a) Winnipeg Police Service;
- (b) Planning, Property & Development Department;
- (c) Corporate Finance Department;
- (d) Legal Services Department; and
- (e) Chief Administrative Offices.

**D5.9.1 Further background information relative to this capital project is supplied in Appendices 2 - 6.**

**Final Report**

**D5.10 The proponent is to provide a final written report to the City Auditor that outlines the scope of the project (including any scope limitations resulting from issues such as the lack of available**

audit evidence), defines the audit approach and criteria used as the basis of evaluation, summarize the observations and provide recommendations for process, control and policy improvement as necessary. The recommendations should be prioritized and include a suggested timeline for implementation.

D5.11 The Consultant will be required to present the final report to Council.

## **D6. PROJECT SCHEDULE**

D6.1 The Consultant shall achieve critical stages of the Work in accordance with the following schedule:

<b>Action</b>	<b>Completion Date</b>
RFP Bid Submissions	February 28, 2014
Evaluation/Selection of Proponent	March 7, 2014
Delivery of Draft Report for Review & Comment	June 1, 2014
Presentation of Final Report for City Council	June 25, 2014

## **D7. CONTRACT ADMINISTRATOR**

D7.1 The Contract Administrator is:

D7.2 Bryan Mansky  
Deputy City Auditor

Telephone No. 204- 986-4136  
Facsimile No. 204- 986-4134  
Email [bmansky@winnipeg.ca](mailto:bmansky@winnipeg.ca)

D7.3 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.

D7.4 Bids Submissions must be submitted to the address in B7.11

## **D8. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D8.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.

D8.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D8.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Consultant by the City or acquired by the Consultant 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.

D8.4 A Consultant who violates any provision of D8 may be determined to be in breach of Contract.

## **D9. NOTICES**

D9.1 Notwithstanding C22.3, all notices of appeal shall be sent to the attention of the City Auditor at the following facsimile number:

The City of Winnipeg  
City Auditor

Facsimile No.: 204- 986-4134

## **SUBMISSIONS**

### **D10. AUTHORITY TO CARRY ON BUSINESS**

D10.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D11. INSURANCE**

D11.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D11.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

(a) Comprehensive or Commercial General Liability Insurance including:

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

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

(c) Professional Errors and Omissions Liability Insurance including:

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

D11.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

- D11.3 The policies required in D11.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D11.4 The Consultant shall require each of its Sub-Consultants to provide comparable insurance to that set forth under D11.2(c).
- D11.5 The Consultant shall provide the Contract Administrator with a certificate(s) of insurance for itself and for all of its Sub-Consultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D11.10.
- D11.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D11.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D11.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D11.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Sub-Contractors shall not be held to waive or release the Consultant or Sub-Contractors from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Sub-Contractors under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D11.8.
- D11.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF WORK**

### **D12. COMMENCEMENT**

- D12.1 The Consultant 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.
- D12.2 The Consultant 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 D10;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (b) the Consultant has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## **MEASUREMENT AND PAYMENT**

### **D13. INVOICES**

- D13.1 Further to C10, the Consultant shall submit an invoice for each portion of work performed to:
- The City of Winnipeg Audit Department  
3<sup>rd</sup> Floor, 185 King Street  
Winnipeg, MB R3B 1J1  
Facsimile No.: 204- 986-4134

Email: [bmansky@winnipeg.ca](mailto:bmansky@winnipeg.ca)

D13.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) type and quantity of work performed categorized by key individual assigned to the project and their hourly rate;
- (c) the amount payable with GST and MRST shown as separate amounts; and
- (d) the Consultant's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 Bids Submissions must be submitted to the address in B7.11.

**D14. PAYMENT**

D14.1 Further to C10, the City may at its option pay the Consultant by direct deposit to the Consultant's banking institution.

**D15. PAYMENT SCHEDULE**

D15.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Consultant's invoice.

## PART E - SECURITY CLEARANCE

### E1. SECURITY CLEARANCE REQUIREMENTS

- E1.1 The City (Winnipeg Police Service) will conduct a Level III Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities or any individual proposed to review blueprints, drawings, schematics, or other security related features of the Winnipeg Police Service Headquarters facility.
- E1.2 The Bidder shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract for the Winnipeg Police Service Headquarters Construction Project:
- (a) within three(3) Business Days of the request by the Contract Administrator; or
  - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- E1.3 Each individual proposed to perform Work under the Contract on the Winnipeg Police Service Headquarters Construction Project shall provide a list of documents as well as sign any related release forms.
- E1.3.1 Individuals requiring a Level III Security Clearance check must obtain a 'Pick up Package' from Winnipeg Police Service Human Resources at 280 William Avenue. The 'Pick up Package' will contain a list of all required information and release forms that must be signed. We will require the names, date of births and contact information for all personnel who will require a Level III check, prior to the individuals attending to 280 William Avenue to receive their 'Pick Up Packages'. Once we obtain this information we will contact the individuals to advise when the pick up package will be ready.**
- E1.4 Each individual shall submit the required information and form to the Winnipeg Police Service, Human Resource Division at 280 William Avenue:
- (a) within five (5) Business Days of the request by the Contract Administrator; or
  - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.
- E1.5 Each individual proposed to perform work under the Contract shall attend a background interview with a police officer of the Winnipeg Police Service. Once done, the police officer will conduct a background investigation of the individual for the purpose of obtaining the proper police clearance.
- E1.6 Any individual for whom a satisfactory Level III Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities or review blueprints, drawings, schematics, or other security related features of the Winnipeg Police Service Headquarters facility.
- E1.7 Level III satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level III security clearance can be verified.
- E1.8 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain or maintain a satisfactory Level III Security Clearance Check will not be permitted to continue to perform Work under the Contract for the Winnipeg Police Service Headquarters Construction Project.