



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 868-2018**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
THE CREATION OF A COMMUNITY SAFETY STRATEGIC ACTION PLAN**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE CREATION OF A COMMUNITY SAFETY STRATEGIC ACTION PLAN

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 5, 2018.

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 D5.1.

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

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

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

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

### **B4. CONFIDENTIALITY**

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

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

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal 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.
- B5.3 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>
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

**B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B22.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal; and
  - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
  - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
  - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proponents should submit one (1) **unbound** 8.5” x 11” original (marked “original”) including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
- The City of Winnipeg
  - Corporate Finance Department
  - Materials Management Division
  - 185 King Street, Main Floor
  - Winnipeg MB R3B 1J1

B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL**

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 12 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. PRICES**

B9.1 The Proponent shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B9.1.1 Notwithstanding C11.1.3, the price on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.2.1 Notwithstanding C11.1.1 and C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.3 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

B10.1 Proposals should include:

(a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management of the project and contract administration services on up to three projects of similar complexity, scope and value.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner; and
- (f) reference information (two current names with telephone numbers per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B10.3 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.

**B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner; and
- (d) Reference information (two current names with telephone numbers per project).

**B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D3. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.3 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

**B13. PROJECT SCHEDULE (SECTION F)**

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

**B14. DISCLOSURE**

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

B14.2 The Persons are:

- (a) N/A

**B15. CONFLICT OF INTEREST AND GOOD FAITH**

B15.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B15.3 In connection with its Proposal, each entity identified in B15.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B15.4 Without limiting B15.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B15.5 Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

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

## **B16. QUALIFICATION**

B16.1 The Proponent shall:

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

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

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

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

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

B16.4 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.

B16.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

### **B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) 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/>

B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

### **B18. IRREVOCABLE OFFER**

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for time period specified in Paragraph 10 of Form A: Proposal.

### **B19. WITHDRAWAL OF OFFERS**

B19.1 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.

B19.1.1 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.

B19.1.2 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 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B19.1.3 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 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.

B19.2 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 B18.2 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.

## **B20. INTERVIEWS**

B20.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B21. NEGOTIATIONS**

B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B21.3 If, in the course of negotiations pursuant to B21.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B22. EVALUATION OF PROPOSALS**

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

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B16: (pass/fail)
- (c) Total Bid Price; (Section B) 40%
- (d) Experience of Proponent and Subcontractor; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 10%

B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

- B22.4 Further to B22.1(c) where the Total Bid Price exceeds the funds stated in D3.7, the City may determine that no award will be made in accordance with B23.2.1(a).
- B22.5 Further to B22.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B22.6 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B11.
- B22.7 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B22.8 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.9 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.4 Further to B22.1(c),, the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B22.5 This Contract will be awarded as a whole.
- B22.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.7 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

### **B23. AWARD OF CONTRACT**

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B23.3.1 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.
- B23.4 Notwithstanding C4, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

**B23.5** The Contract Documents, as defined in C1.1(n)(ii), 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**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. BACKGROUND

D2.1 On July 11, 2018 the City of Winnipeg's Executive Policy Committee concurred with a recommendation made by the Winnipeg Public Service. It was recommended to Council that up to \$150,000 from the Destination Marketing Reserve be used for consultant services to establish recommendations for the creation of a community safety centre of responsibility to promote the development of healthy, crime-free neighbourhoods in Winnipeg. The Community Services Department is leading a process on behalf of the City of Winnipeg to establish these recommendations, and has developed a general project vision to meet that end. This vision is based on the following key objectives:

- (a) To inventory and assess the current state of Crime Prevention Through Social Development (CPSD), community safety programs, services and related initiatives taking place in Winnipeg, as well as best practices for Community Safety Centres of Responsibility across Canada;
- (b) To engage key community stakeholders in Winnipeg for the purpose of identifying any barriers that could prevent, and any opportunities that could benefit, the successful implementation of community safety programs, services and related initiatives whose outcomes can be measured for the purposes of increasing community safety and wellbeing; and
- (c) To make recommendations for the establishment of a new or restructured Winnipeg community safety and wellbeing policy as well as a permanent municipal body to lead community safety stakeholder collaboration and provide direct or indirect support for stakeholders in Winnipeg.

D2.2 The Community Services Department will be engaging a Consultant to fulfill the project vision's key objectives on behalf of the public service. The Community Services Department has determined that the key deliverable in this process will be the creation of a Strategic Action Plan, to be drafted by the Consultant and to be presented to Mayor and Council for approval.

D2.3 The City of Winnipeg receives corporate strategic direction from OurWinnipeg (<https://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/>). OurWinnipeg presents a 25-year vision for the entire city and positions Winnipeg for sustainable growth that is critical to future competitiveness. The plan is required by the City of Winnipeg Charter that requires the City to adopt, by by-law, a development plan that sets out long-term plans and policies. The development plan guides and informs more detailed planning on specific topics or for specific areas.

D2.3.1 Within the context of OurWinnipeg, section 01-2 has particular application to community safety. Section 01-2 states that "a collaborative, broad-scaled and complete approach to safety and security (makes Winnipeg) a safer city". This balanced approach seeks to:

- (a) Foster social development and to collaborate on addressing root causes of crime;
- (b) Build strong relationships between communities, safety stakeholders and emergency personnel and law enforcement officers;
- (c) Build community safety capacity;
- (d) Provide a focused and effective community police presence;
- (e) Apply urban design that reduces the opportunity for crime to occur and that increases residents' sense of safety, and

- (f) Ensure that emergency preparedness, response and recovery support and services are available.

D2.4 In addition to OurWinnipeg, the City of Winnipeg established a policy in 2008 entitled LiveSAFE, which was designed as an interconnected “strategic and collaborative network approach” to crime prevention. It is based on the guiding principles of prevention, leadership and coordination, interconnectedness and partnerships, and sustainability and accountability.

D2.4.1 Under the banner of LiveSAFE, the City of Winnipeg currently supports a wide range of community safety programs, services and related initiatives, either directly through program and service implementation and administration, or indirectly through funding support, Board or Steering Committee representation, etc.

- (a) Examples of direct community safety program support by the City of Winnipeg include:

- (i) Community Crisis Response;
- (ii) Gang Response and Suppression Plan;
- (iii) Derelict Property Committee;
- (iv) Immigration Partnership Winnipeg;
- (v) Extreme Weather Plan;
- (vi) Sport Programs in Inner City Neighbourhoods;
- (vii) Enhanced recreation programming;
- (viii) Free Play Programming;
- (ix) Youth Action Centres;
- (x) Family-oriented programs;
- (xi) Community Development partnerships;
- (xii) Facility access and subsidized program registration;
- (xiii) Inner City Safety Committee;
- (xiv) Free Library programming;
- (xv) Youth Advisory Councils Libraries program;
- (xvi) Outreach Librarians;
- (xvii) Youth Free Swim Nights;
- (xviii) Free Admission at Non-Heated Outdoor Pools; and
- (xix) Proactive Neighbourhood Liveability By-law Sweeps.

- (b) Examples of indirect community safety support by the City of Winnipeg include:

- (i) Winnipeg Committee for Safety;
- (ii) Community social grants;
- (iii) Gang Action Interagency Network;
- (iv) Block-by-Block;
- (v) UN Women - Safe Cities Initiative;
- (vi) West End 24/7 Safe Space;
- (vii) Winnipeg Aboriginal Sport Achievement Centre;
- (viii) Refugee Settlement Coordination;
- (ix) General Council of Winnipeg Community Centres;
- (x) Manitoba Association of Newcomer Serving Organizations;
- (xi) Manitoba Library Association - Prison Libraries Committee;
- (xii) Immigration Partnership Winnipeg; and
- (xiii) End Homelessness Winnipeg.

- (c) Although the LiveSAFE policy is often referred to in the course of general civic administration and through the development of new community safety-based programs and services, the policy itself has not directed the creation of a broad, civic-

led foundation for collaboration in Winnipeg due to a lack of sufficient policy supports (i.e. human and funding resource infrastructure). The principles that form the basis of LiveSAFE in general remain valid and applicable, but the policy's strategic vision has not been realized to its potential.

- (d) The creation and endorsement by Council of a restructured municipal community safety and wellbeing policy that clarifies roles, strengthens the framework for regulating municipal community safety activities, strengthens inter-governmental and inter-agency cooperation and sets the path for the operational goals of a new permanent municipal community safety-mandated body. The City seeks to create the proper foundation to ensure that the policy is supported by the necessary municipal resources to safeguard long-term sustainability and is able to affect real change.

### **D3. SCOPE OF SERVICES**

D3.1 The Work to be done under the Contract shall consist of professional consulting services for the creation of a community safety strategic action plan.

D3.2 Phase 1

- (a) Development of a comprehensive current state community safety audit for Winnipeg, to be accomplished where possible through direct communication with local community safety/CPSD practitioners to ensure comprehensiveness of the exercise. This includes but not limited to:
  - (i) A descriptive definition referencing current, reputable academic source material of what defines a program, service or related initiative (herein referred to as a "service") as a community safety or CPSD service, for the purpose of establishing inventory criteria. In addition to referencing source material, the specific service definition must also:
    - (i) Specifically identify at-risk or higher-risk population(s) as the target focus;
    - (ii) Specifically identify a target issue so that a service is not defined as a collection of sub-services. For example: a family centre does not qualify as a service. However, by its individual components: a family centre's sharing circles or employment workshops may qualify as services;
    - (iii) Acknowledge services availability to the public without any cost or membership requirement of any kind; and
    - (iv) Acknowledge that services can be of varying scope and scale. The definition is not limited by the extent to which individual qualifying services intervene in the lives of service participants. For example, after-school gym programs or housing and homelessness initiatives may equally qualify as services.
  - (ii) Create a current list of all community stakeholder-level and government-level service practitioners operating in Winnipeg. For inventorying purposes, service practitioners will include any government or non-government incorporated local-servicing entity that provides ongoing, regular services to the general public;
  - (iii) Create a current inventory of services that are being administered by community stakeholder-level and government-level service practitioners in Winnipeg. The inventory of services will include but not be limited to:
    - (i) Information on each service, including where possible and applicable, the social issue(s) being addressed, the sociodemographic target audience, the specific geographic catchment area, the funding model, and the administration support structure. It should indicate the evaluative methods employed that were used to assess the service and the service's participants. It should describe short and long-term successes, as well as information describing that service's actual successes to date.
  - (iv) Provide statistical analyses of the service inventory for the purposes of:
    - (i) Comparing individual service characteristics across Winnipeg, divisible at the neighbourhood and community levels;

- (ii) Comparing services and service outcomes against various existing demographic variables and current crime statistics, divisible at the neighbourhood and community levels; and
    - (iii) Highlighting the prevalence of different types of services currently available throughout the Winnipeg area.
    - (v) Provide a detailed mapping of the service inventory for the purposes of illustrating the results of the statistical analyses that will demonstrate current service catchment areas, service catchment overlap, communities without service, etc.
    - (vi) In addition to the comprehensive current state community safety audit, the Consultant should also consider documenting and highlighting any exceptional historical examples of services in Winnipeg that merit recognition. This may include, but not limited to, examples of significant contribution to community safety in Winnipeg and their potential for replication.
  - (b) Completion of a Community Safety Centre of Responsibility jurisdictional scan consisting of an assessment of best practices across Canada and internationally where sensible and applicable to the Canadian context, of entities colloquially referred to as community safety offices or centres of responsibility (herein referred to as “offices”). This assessment will include a descriptive overview of each office’s current funding model, administrative structure, municipal reporting process, strategic objectives, service priorities, etc. For the purposes of this proposal, offices that qualify for inclusion in this jurisdictional scan should meet the following criteria:
    - (i) Be administered directly by the municipality or region, or by an entity that maintains a direct funding and/or reporting relationship to the municipal or regional government for which it serves;
    - (ii) Be administered at least partially by paid employees. For example, not an exclusively volunteer-based council or similar entity with limited scope and/or funding;
    - (iii) Be primarily dedicated to supporting community efforts to address community safety through the office’s direct or indirect provision of services;
    - (iv) Be administratively exclusive. For example, have no direct reporting relationship with the jurisdiction’s police service; and
    - (v) Service a population of around 50,000 or more.
- D3.2.1 Offices that exist with the primary objective of dedicating community resources towards individual offender rehabilitation, for example a crime prevention hub program, do not qualify as offices for the purposes of this scan.
- D3.3 Phase 2
  - (a) Lead an engagement process with community-based stakeholder agencies, City of Winnipeg stakeholder departments, City of Winnipeg stakeholder committees and boards, and elected officials in Winnipeg specifically for the purposes of:
    - (i) Identifying local service/collaboration best practices and identifying community needs regarding the development of a municipality-wide community safety/CPSD stakeholder collaboration network;
    - (ii) Collecting feedback for the creation of a proposed municipally-based service development support framework. A service development support framework is ultimately intended to provide community stakeholder agencies with service implementation resources and support, service assessment tools, etc.; and
    - (iii) Collecting community-based perspectives on other possible efficient uses of municipal resources, aside from resources related to the direct funding of stakeholder operations, to support stakeholder service goals.
- D3.3.1 In addition to the above engagement objectives, the community-based stakeholder engagement process may include other objectives as recommended by the Consultant and presented in the proposal submission.

- (b) Working with stakeholder City departments, assess the current state of City grant funding with the goal of:
  - (i) Review the methods by which City departments currently assess and approve or reject grant applications for any community stakeholder program or service specifically aimed at promoting community safety;
  - (ii) Determine methods by which a new community safety-focused grant administration process could be developed to replace or complement the City's existing grant administration process. This new process would support community-based services that align with the objectives of a municipal office and are capable of adequately measuring service outcomes while meeting other application criteria as determined by the office. Recommendations for a new grant administration process must consider at least one model that redistributes a portion of existing City of Winnipeg community safety-serving grant budgets to support a proposed office as per D3.4(b).
- (c) Complete a community safety grant funding jurisdictional scan to include an assessment of best practices in Canada of municipal grant funding programs for community-level stakeholders that support services which are dedicated to community safety. This should include a descriptive overview of the following for each city:
  - (i) Grant program strategic objectives;
  - (ii) Grant program funding source;
  - (iii) Grant funding application criteria and/or applicable processes;
  - (iv) Grant distribution scheme that includes how applicants are prioritized over one another, grant timelines, and re-application cycles, etc.; and
  - (v) Grant oversight/monitoring structure.

D3.3.2 The municipal grant funding jurisdictional scan must include a spreadsheet-based statistical analysis of results that compare individual grant program model characteristics/scan variables for the purposes of identifying best practices.

#### D3.4 Phase 3

- (a) Using the data and results obtained from Phases 1 and 2, develop a Strategic Action Plan that outlines a made-in Winnipeg strategy that is dedicated to evidence-based crime prevention, service collaboration and strategic planning through the creation of a municipal office. The Strategic Action Plan should take into account key local community safety issues, existing local community safety networks and governance structures, best practices from other jurisdictions in Canada, and community-based recommendations for collaboration. It should be sustained by a new or restructured municipal community safety and wellbeing policy for the benefit of future community safety service efforts in Winnipeg. The Strategic Action Plan will include the following components/deliverables:
  - (i) A discussion paper that includes an environmental scan and gap analysis on community safety in Winnipeg. It should identify and describe current, broad community safety challenges that currently exist in Winnipeg, including background information on cause(s) and effect(s) of key community safety challenges. It should include an overview of current stakeholder efforts to address these challenges;
  - (ii) An analysis and complementary narrative in support of a shift from municipal public policy and funding support towards a broader municipal government adoption of community safety philosophies and associated community-led service measures to address community safety, and away from sole reliance on traditional policing models and one-off municipal service funding supports.
    - (i) Arguments regarding broader municipal government adoption of community safety philosophies and service measures must be supported through academic literature and available statistical evidence regarding the benefits of CPSD, community/stakeholder testimony, etc.; and
    - (ii) The narrative must clearly articulate a role for the Winnipeg Police Service as a key support (but not a lead) for future community safety philosophies and service measures that are developed beyond the scope of the Winnipeg Police

- Service's expressed mandate and that are intended to be led by stakeholders outside of the administrative oversight of the Winnipeg Police Service.
- (b) The Strategic Action Plan will include detailed rationale in support of the creation of an office, and in doing so should clearly outline the ways which the office could be employed to help address community safety challenges in Winnipeg. This includes, but not limited to:
- (i) Explaining how the office will exist outside of the administrative oversight of the Winnipeg Police Service. It should divert some proactive, community safety-specific responsibilities away from the Winnipeg Police Service and towards the office;
  - (ii) Clearly articulate the office's expected social and economic return on investment; and
  - (iii) Make a recommendation for a title for the office.
- (c) The Strategic Action Plan will include details on the steps that the new office should take to establish the following system-level requirements and office deliverables within an 18 (eighteen) month implementation timeline including:
- (i) The development of a new or restructured Council-approved community safety policy document that will replace the existing LiveSAFE policy and create long-term strategic direction for the office and for the City of Winnipeg;
  - (ii) The creation of a community safety collaboration network that serves to increase communication and resource sharing amongst all community safety stakeholder agencies across the Winnipeg area and between levels of government;
  - (iii) The creation of a service development support framework that is designed to offer strategic service implementation resources and support, as well as service assessment tools to community stakeholder agencies; and
  - (iv) The creation of a new community safety service grant-funding framework, built upon the feedback and results of the review conducted as part of D3.3(b), and one that includes application intake and grant monitoring/evaluation processes. It should include recommended criteria that are based on the office's strategic objectives.
- (d) The Strategic Action Plan will include details on the proposed administrative structure of the office, with emphasis placed on the following components:
- (i) Proposed office staffing structure, including number of positions required, position titles and functions, and an internal reporting structure that is relative to the office's overall purpose and function. The structure must complement the proposed funding options as presented in D3.4(f) in that the structure must be of pragmatic design that takes into account potential funding scenarios, limitations and parameters;
  - (ii) Proposed job responsibilities and duties of the office's executive leadership for the purposes of developing a job description; and
  - (iii) Proposed office Committee or Board structure, including a Committee/Board qualification/nomination framework as well as any potential stakeholder-types that could qualify for representation on the Committee/Board. This should include members from the City, other levels of government if applicable, relevant community organizations, etc.;
- (e) The Strategic Action Plan will include a review and gap analysis of existing City of Winnipeg-led, inter-sectoral safety committees and/or crime prevention committees, for example: the Winnipeg Committee for Safety, for the purposes of recommending ways in which the City may consider dissolving, re-structuring, re-appropriating or re-aligning any of these entities for the benefit of the creation of an office and the advancement of community safety in the City. Recommendations must ensure that most or all existing deliverables from any affected committees would be accommodated by the new office's service model where possible and reasonable.
- (f) The Strategic Action Plan will include a minimum of 3 (three) viable, permanent, office funding options that do not require a measurable increase, or only require a nominal increase, in mill rate support as follows:
- (i) Viable funding options should consider utilization of a "\$1 per resident" benchmark when determining basic office funding needs;

- (ii) Viable funding options should consider available funding opportunities from the provincial and federal governments, for example the National Crime Prevention Strategy;
  - (iii) At least one (1) of the three (3) funding options should include, or be based on office funding support provided through a new City grant funding model as per D3.3(b); and
  - (iv) Viable funding options should not include sponsorship funding options, partnership funding options or any other funding option that involve funding provided by a party outside of the City of Winnipeg unless expressed interest for said option by that party or parties has been declared through the Consultant or the City of Winnipeg as part of the Strategic Action Plan drafting process. The details of that interest should be documented with the City before or during the Strategic Action Plan drafting process.
- (g) Completion of the project's 3 phases, including submission of the finalized Strategic Action Plan by the Consultant and presentation of that Strategic Action Plan by the Consultant to the appropriate municipal authority, must occur by September 30, 2019.

#### D3.5 All Phases – Additional Comments

- (a) The Consultant shall ensure that all quantitative and qualitative data gathered as part of Phases 1 and 2 are recorded electronically via spreadsheet, organized and presented through the creation of separate Phase 1 and Phase 2 summary documents, and made available to the City of Winnipeg electronically following the completion of each respective Phase. Furthermore:
  - (i) The Phase 2 summary document as it applies to community safety stakeholder engagement, should include a summary of engagement findings, detailed analyses of stakeholder feedback, a record of promotions and communications, dates of events, stakeholder names and contact information and attendance numbers. It will be the responsibility of the Consultant to record all engagement notes and discussion highlights via the stakeholder engagement process, and provide those notes to the City of Winnipeg at the end of the project.
- (b) Community stakeholder engagement as identified in Phase 2 should be as follows:
  - (i) Conducted through a combination of in-person small and large focus group settings. This may include Council seminars for elected officials. It may also include other engagement methods as determined by the Consultant, to be led by the Consultant, and expressed in the proposal submission. The stakeholder engagement plan should consider issues of geographic accessibility that may prevent community-based stakeholders from attending sessions, and should address these issues by ensuring that engagement opportunities are held at locations that benefit stakeholder participants;
  - (ii) Require that the Consultant establish a method for evaluating said engagement for the purposes of setting targets based on those evaluation methods. If targets are not met, the Consultant shall present options for modifying the engagement plan; and
  - (iii) Develop all public engagement materials including, but not limited to, website content, content for online opportunities for engagement, content for in-person opportunities for engagement, email updates to stakeholders, and regular updates to web content. All public engagement materials shall use City of Winnipeg templates and branding and adhere to internal City of Winnipeg approval timelines.
- (c) The Consultant shall work with the project manager and the Community Services Department to develop a project communications strategy that will include key project messages. The communications strategy may be updated and should be used throughout the project.
  - (a) To support dialogue, the Consultant will lead discussion(s) with the City of Winnipeg and community-level stakeholders when determined necessary by the City throughout the project and specifically nearing the completion of each phase of the project. Discussions will focus on presenting phase-based summary documents, in particular

during Phases 1 and 2 and by providing an update on phase activities and progress. It should also include strategizing any potential variations to follow-up activities and upcoming project components.

- (b) After Phase 3 the Consultant shall present a near-final draft of the Strategic Action Plan to the Public Service. Once approved by the City, final publication of the Strategic Action Plan shall include the provision of 20 (twenty) hard bound copies along with a digital copy suitable for printing from the Contractor. Furthermore, final publication of the Strategic Action Plan shall include workshop(s) or presentation(s) by the Consultant to the appropriate Committee of Council, Council, Chief Administrative Office or Department as determined by the City of Winnipeg and upon the completion of Phase 3.

#### D3.6 Project Stakeholders

- (a) Key internal project stakeholders for the project include, but are not limited to:
  - (i) Community Services Department;
  - (ii) Strategic Management and Business Support Services Division;
  - (iii) Community Development and Recreation Services Division;
  - (iv) Aquatic Services Division;
  - (v) Library Services Division;
  - (vi) Community By-law Enforcement Services Division;
  - (vii) Winnipeg Police Service;
  - (viii) Winnipeg Police Board;
  - (ix) Winnipeg Committee for Safety;
  - (x) Standing Policy Committee on Protection, Community Services and Parks;
  - (xi) Executive Policy Committee, and
  - (xii) City of Winnipeg Mayor and Council.
- (b) Key external project stakeholders for the project include, but are not limited to:
  - (i) Winnipeg Police Board;
  - (ii) 2018 and 2019 corporate grant recipients;
  - (iii) Community-based community safety / CPSD program agencies;
  - (iv) Community program partners;
  - (v) General Council of Winnipeg Community Centres;
  - (vi) Sport Manitoba;
  - (vii) School Divisions; and
  - (viii) Province of Manitoba – Justice Department.

D3.7 The funds available for this Contract are \$150,000.

#### D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) **“City”** means City of Winnipeg;
- (b) **“CmS”** means Community Services Department;
- (c) **“CPSD”** means crime prevention through social development; and
- (d) **“Proponent”** means any Person or Persons submitting a Proposal for Services.

#### D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Jeff Honey, Coordinator of Strategic Projects / Initiatives

Strategic Management & Business Support Services Division  
Community Services Department

Telephone No. 204-470-7271  
Email Address: jhoney@winnipeg.ca

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5.3 Proposal Submissions must be submitted to the address in B7.

#### **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

#### **D7. NOTICES**

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

#### **SUBMISSIONS**

#### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 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.

#### **D9. INSURANCE**

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of

the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **SCHEDULE OF WORK**

### **D10. COMMENCEMENT**

- D10.1 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.
- D10.2 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 D8; and
    - (ii) evidence of the insurance specified in D9.
  - (b) The Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D10.3 The Contractor shall commence the Work on the Site within thirty (30) Working Days of receipt of the notice of award.

### **D11. CRITICAL STAGES**

- D11.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Phase 1 as defined in D3.2 Scope of Services: March 31, 2019;
  - (b) Phase 2 as defined in D3.3 Scope of Services: June 30, 2019; and
  - (c) Phase 3 as defined in D3.4 Scope of Services: September 30, 2019.

### **D12. DEFICIENCIES**

- D12.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
  - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

## **MEASUREMENT AND PAYMENT**

### **D13. PAYMENT**

- D13.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D14. PAYMENT SCHEDULE**

D14.1 Further to C11, payment shall be in accordance with the following payment schedule:

- (a) 1/3 total contract amount upon satisfactory completion of Phase 1; ;
- (b) 1/3 total contract amount upon satisfactory completion of Phase 2; and
- (c) 1/3 total contract amount upon satisfactory completion of Phase 3.

**WARRANTY**

**D15. WARRANTY**

D15.1 Notwithstanding C12, Warranty does not apply to this Contract.