



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 227-2014**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING, FACILITATION AND  
PUBLIC PARTICIPATION MANAGEMENT SERVICES IN SUPPORT OF THE WINNIPEG  
POLICE BOARD'S STRATEGIC PLANNING PROCESS**

**Proposals shall be submitted to:**

**The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
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### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	3
B9. Experience of Proponent, Subconsultants and Key Personnel Assigned to the Project (Section C)	4
B10. Project Understanding and Methodology (Section D)	5
B11. Project Schedule (Section E)	5
B12. Qualification	5
B13. Opening of Proposals and Release of Information	6
B14. Irrevocable Offer	6
B15. Withdrawal of Offers	6
B16. Interviews	7
B17. Negotiations	7
B18. Evaluation of Proposals	7
B19. Award of Contract	8

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	2
D5. Ownership of Information, Confidentiality and Non Disclosure	3

#### Submissions Prior to Start of Services

D6. Authority to Carry on Business	4
D7. Insurance	4

#### Schedule of Services

D8. Commencement	5
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### PART E - SECURITY CLEARANCE

E1. Security Clearance	1
------------------------	---

#### Appendix A –

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING, FACILITATION AND PUBLIC PARTICIPATION MANAGEMENT SERVICES IN SUPPORT OF THE WINNIPEG POLICE BOARD'S STRATEGIC PLANNING PROCESS

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 31, 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 Project Manager 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 Project Manager identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 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.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B3.7 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 Project Manager 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 Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

## **B5. ADDENDA**

B5.1 The Project Manager 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 Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. PROPOSAL SUBMISSION**

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8;

B6.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent, Subconsultants and Key Personnel Assigned to the Project (Section C) in accordance with B9;
- (b) Project Understanding and Methodology (Section D) in accordance with B10; and
- (c) Project Schedule (Section E) in accordance with B11.

B6.3 Further to B6.1, 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.

B6.4 Further to B6.2, 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.

B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") and six (6) copies for sections identified in B6.1 and B6.2.

B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented 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.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B18.1(a).

B6.8 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.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B7. PROPOSAL (SECTION A)**

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the 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.

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

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

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

- (a) if the 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 its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B7.5 If a Proposal is submitted jointly by two or more persons, the word "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.

## **B8. FEES (SECTION B)**

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b),
- B8.5 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9. EXPERIENCE OF PROPONENT, SUBCONSULTANTS AND KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION C)**
- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing consulting services on up to three projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) role of the consultant;
  - (c) project's original contracted cost and final cost;
  - (d) schedule (anticipated Project schedule and actual project delivery schedule);
  - (e) project owner;
  - (f) reference information (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.
- B9.4 Describe your approach to overall team formation and coordination of team members.
- B9.4.1 Include an organizational chart for the Project.
- B9.5 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience 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 B9.4.1.
- B9.6 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 B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
  - (b) Role of the person;

- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

**B10. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION D)**

- B10.1 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.
- B10.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B10.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B10.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the team's understanding of the issues;
  - (c) the proposed Project budget;
  - (d) the City's Project methodology with respect to the information provided within this RFP; and
  - (e) any other issue that conveys your team's understanding of the Project requirements.
- B10.5 For each person identified in B9.5, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

**B11. PROJECT SCHEDULE (SECTION E)**

- B11.1 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.
- B11.2 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.

**B12. QUALIFICATION**

- B12.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- B12.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- B12.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
  - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
  - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
  - (f) upon request of the Project Manager the Security Clearances as identified in PART E - ;  
and
- B12.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.
- B12.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

### **B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B13.1 Proposals will not be opened publicly.
- B13.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder 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/>.
- B13.3 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.
- B13.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

### **B14. IRREVOCABLE OFFER**

- B14.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B14.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed 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.

### **B15. WITHDRAWAL OF OFFERS**

- B15.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.



- B15.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 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.
- B15.1.3 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 B15.1.3(b), declare the Proposal withdrawn.

B15.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B14.2 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.

## **B16. INTERVIEWS**

B16.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B17. NEGOTIATIONS**

B17.1 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.

B17.2 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.

B17.3 If, in the course of negotiations pursuant to B17.2 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.

## **B18. EVALUATION OF PROPOSALS**

B18.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B9: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent, Subconsultants and Key Personnel Assigned to the Project; (Section C) 20%
- (e) Project Understanding and Methodology (Section D) 25%
- (f) Project Schedule. (Section E) 15%

- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(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.
- B18.4 Further to B18.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B18.5 Further to (d), Experience of Proponent, Subconsultants and Key Personnel Assigned to the Project will be evaluated considering the experience of the organization on projects of similar size, and complexity as well as other information requested.
- B18.6 Further to (e), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B18.7 Further to B18.1(f), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B18.8 Notwithstanding B18.1(d) to B18.1(f), where Proponents fail to provide a response to B6.2(a) to B6.2(c), the score of zero may be assigned to the incomplete part of the response.

## **B19. AWARD OF CONTRACT**

- B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B19.2 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.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with 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.
- B19.3 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.
- B19.4 The City may, at its discretion, award the Contract in phases.
- B19.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B19.5.1 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 Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

- B19.6 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B19.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services 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 Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. PROJECT MANAGER**

D2.1 The Project Manager is:

Don Norquay, Executive Director, Winnipeg Police Board

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

Telephone No. 204 986-2320

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B6.10

#### **D3. BACKGROUND**

D3.1 The Winnipeg Police Board (the Board) was established by City of Winnipeg By-Law 148/2012, in accordance with The Police Services Act, C.C.S.M., c.P94.5 "the Act", to provide:

- (a) civilian governance respecting the enforcement of law, the maintenance of the public peace and the prevention of crime in Winnipeg; and
- (b) the administrative direction and organization required to provide an adequate and effective police service in Winnipeg.

D3.2 The Act mandates the Board to establish priorities and objectives for the Winnipeg Police Service, after consulting with the police chief, and to establish policies for the effective management of the police service. Subsection 28(2) of the Act specifies that Board must:

- (a) ensure that the police chief establishes programs and strategies to implement the priorities and objectives established by the board for the police service;
- (b) ensure that community needs and values are reflected in the policing priorities, objectives, programs and strategies;
- (c) ensure that police services are delivered in a manner consistent with community needs, values and expectations; and
- (d) act as a liaison between the community and the police service.

D3.3 The Act also requires that the Board must operate in accordance with the policy and procedures manual developed for police boards by the Manitoba Police Commission ("the MPC manual").

D3.4 The MPC Manual prescribes that the Board must establish a multi-year strategic plan for the Winnipeg Police Service. In accordance with the requirements of the Act and the MPC Manual, the Board has prescribed its practices and procedures for creating a strategic plan, which are set out in Appendix A to this Request for Proposals ("the Rules").

D3.5 The MPC Manual further prescribes that the Board is to engage in an annual risk management audit, based on a scan of community issues, and that the Board is to prepare a risk management plan on the risks faced by the police service, including strategies as to how the identified risks are to be addressed, which are to be incorporated into the strategic plan for the police service.

- D3.6 The Board's practices and procedures for creating a multi-year strategic plan for the Winnipeg Police Service includes an extensive public engagement process, to ensure that community needs and values are reflected in the plan.
- D3.7 In order to provide a sound foundation of information for the Board and the Winnipeg Police Service for consideration in the strategic planning process, and to strengthen the ability of the public to meaningfully engage in the process, the Board will be publishing a document that details the context for policing in Winnipeg, to be entitled The Environment for Policing in Winnipeg. This document is being prepared under a separate contract and will be published by May 9, 2014.

#### **D4. SCOPE OF SERVICES**

- D4.1 The Services required under this Contract shall consist of Professional Consulting, Facilitation and Public Participation Management Services in Support of The Winnipeg Police Board's Strategic Planning Process, in accordance with the following:
- (a) co-chair, with the Project Manager, and participate in, regular meetings of the strategic planning working group established pursuant to subsection 34(3) of the Rules, to plan, implement and coordinate the day-to-day management of the project;
  - (b) plan and facilitate a minimum of two joint strategic planning sessions of the Board's strategic planning steering committee and the Winnipeg Police Service Executive Team (with 15 active participants at each meeting);
  - (c) design, plan, schedule, arrange, manage and facilitate the public consultation meetings prescribed by clauses 35(1)(g) and (h) and section 37 of the Rules, including:
    - (i) a public meeting in each of 4 police districts;
    - (ii) two separate meetings to address the special needs, values, and expectations of communities that are disproportionately affected by crime and policing; and
    - (iii) a special meeting with senior level representatives of governments, organizations, businesses, and communities engaged or having a substantial interest in crime prevention activities, to obtain input on crime prevention priorities, objectives, strategies and partnerships for the police service (up to about 100 potential invitees with about 60 expected participants)(the "crime prevention summit");
  - (d) prepare a report on each of the public consultation meetings suitable for publication;
  - (e) prepare a summary of the additional input received in writing as contemplated by clause 35(1)(k) of the Rules;
  - (f) prepare the overall report on public consultations referred to in clause 35(1)(j) of the Rules, suitable for publication;
  - (g) based on the direction arising from the joint strategic planning sessions referred to in paragraph D4.1(b) above, prepare a draft strategic plan for the review and consideration of the Board.
- D4.2 Proposals will be evaluated by the Board's Strategic Planning Steering Committee.
- D4.3 The Project Manager, in his capacity as co-chair of the strategic planning working group and Executive Director of the Winnipeg Police Board:
- (a) will contribute not less than 10 hours per week on average; and
  - (b) will ensure that the Winnipeg Police Board's Policy and Planning Coordinator, commencing May 20, 2014, contributes not less than 20 hours per week on average,
- for the duration of the Project, to carry out tasks in support of the Project, as members of an integrated Project team.
- D4.4 The project is to be carried out in accordance with the following schedule (the consultant may propose adjustments to this schedule as considered necessary or advisable, subject to completion of the draft strategic plan report by October 31, 2014):

Task	Date
Commence work	On April 14, 2014
Weekly meetings of strategic planning working group	On April 21, 2014 and ongoing as required
Facilitate joint WPB-WPS Executive Strategic Planning session	On April 25, 2014 or as arranged
Design, plan, and schedule public consultation meetings in each of 4 police districts	By April 25, 2014
Make meeting arrangements for public consultation meetings in each police district and publish meeting notices	By and on May 9, 2014
Conduct and facilitate public consultation meetings in each police district	In the period May 26-June 26, 2014
Design, plan and schedule two consultation meetings with communities disproportionately affected by crime and policing	By June 27, 2014
Make meeting arrangements for public consultation meetings with disproportionately affected communities, and send invitations/publish meeting notices	By July 25, 2014
Design, plan, schedule, make arrangements and send out invitations for the crime prevention summit	By July 25, 2014
Conduct and facilitate public consultation meetings with disproportionately affected communities	In the period August 19-28, 2014
Conduct and facilitate the crime prevention summit	In the week of September 8, 2014
Prepare meeting reports	Within 10 days of each meeting
Prepare and publish consultation report	By September 22, 2014
Facilitate final joint WPB-WPS strategic planning session	In the week of October 6, 2014
Prepare draft strategic plan report	By October 31, 2014

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D5.1 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.
- D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D5.3 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 Project Manager;
- (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.

D5.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

## **SUBMISSIONS PRIOR TO START OF SERVICES**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 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 Project Manager with evidence thereof upon request.

### **D7. INSURANCE**

D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D7.2 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 \$5,000,000 per claim and \$5,000,000 in the aggregate.

D7.2.1 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.

D7.3 The policies required in D7.2(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.

D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a).

D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, 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 D7.10.

- D7.6 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.
- D7.7 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.
- D7.8 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.
- D7.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants 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 D7.8.
- D7.10 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 SERVICES**

### **D8. COMMENCEMENT**

- D8.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D8.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D6;
    - (ii) evidence of the insurance specified in D7;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

## PART E - SECURITY CLEARANCE

### E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- E1.2 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- E1.3 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- E1.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- E1.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

**Appendix to Request for Proposals to Prepare  
The Environment for Policing in Winnipeg**

**Winnipeg Police Board  
Rules of Practice and Procedure**

**PART IV  
STRATEGIC PLANNING**

**Strategic planning mandate**

**32** The board must establish a multi-year strategic plan for the police service in consultation with the police chief, in accordance with the practices and procedures set out in this Part and in compliance with sections 27 and 28 of the Act, section 21 of the board by-law, and chapter 5.1 of the commission manual.

**Planning period**

**33(1)** The strategic plan for the police service must be for a five-year period and be updated annually.

**Strategic plan review**

**33(2)** The board must conduct a major review and revision of its strategic plan for the police service once every five years, and may carry out such a review and revision at an earlier date if the board's annual systematic risk management audit indicates a major change in the City's policing context has occurred or is anticipated in the coming year.

**Strategic planning steering committee**

**34(1)** The board must establish a strategic planning steering committee comprised of the chair, the chair of the governance committee, the chair of the finance committee and one additional board member appointed by the board, to oversee and direct the board's strategic planning process.

**Police executive to participate**

**34(2)** The board chair must invite the police chief to each meeting of the strategic planning steering committee and request that he designate up to three senior staff members to attend with the chief, including the liaison officer, to provide advice and input on the planning process and the content of the strategic plan.

**Strategic planning working group**

**34(3)** The board may establish a working group to support the strategic planning steering committee, comprised of the executive director, the liaison officer, a member of the staff of the City designated by the chief administrative officer, and any other persons retained or employed by the board for the purpose.

**Steps in the planning cycle**

**35(1)** The board must, at a minimum, carry out the following steps in the development of its strategic plan for the police service and in the completion of major reviews or revisions of the strategic plan, in the year preceding the planning period:

**Appendix to Request for Proposals to Prepare  
*The Environment for Policing in Winnipeg***

- (a) review the most recent public surveys conducted by the police service, and if found necessary, conduct a further public survey;
- (b) review other information received by the board or the police service from the public over the course of the previous year that will assist in determining community needs and values in respect of policing priorities, objectives, programs and strategies;
- (c) conduct an environmental scan as provided in section 36, by early April;
- (d) conduct a strategic planning session jointly with the police chief and senior police service members designated by the chief to review the environmental scan, and to evaluate opportunities and challenges facing the police service, by mid-April;
- (e) publish the environmental scan to facilitate informed participation and engagement by the public in the strategic planning process, by the end of April;
- (f) conduct additional meetings of the steering committee at key milestones in the process;
- (g) conduct public consultation meetings as provided in section 37, to be completed by the end of June;
- (h) conduct a special meeting with senior level representatives of governments, organizations, businesses, and communities engaged or having a substantial interest in crime prevention activities, to obtain input on crime prevention priorities, objectives, strategies and partnerships for the police service, by the end of June;
- (i) prepare and publish a report on the public consultations, by the end of August;
- (j) prepare a draft strategic plan document with the content outlined in section 38, by the end of September;
- (k) provide an ongoing opportunity for input in writing to the board, to be closed by the end of October;
- (l) consult with the chief administrative officer and senior staff of the City designated by the chief administrative officer on the potential budget implications of the proposed strategic plan, to be carried out during the months of September and October;
- (m) finalize and publish the strategic plan by the end of December.

**Monitoring and reporting on progress**

**35(2)** The board must

- (a) carry out ongoing monitoring and evaluation of implementation of the strategic plan;  
and

**Appendix to Request for Proposals to Prepare  
The Environment for Policing in Winnipeg**

- (b) report on implementation of the strategic plan in conjunction with the board's annual reports and strategic plan updates.

**Environmental scan**

**36** In order to assist the public to meaningfully engage the board's strategic planning process and provide informed input respecting priorities, strategies, and reasonably achievable objectives for the police service, the board must complete and annually update an environmental scan document that contains the following:

- (a) information respecting current political, economic, environmental, social, and technological risks, circumstances and trends as they may affect policing in the City;
- (b) current local crime statistics, trends and projections, patterns of victimization, and regional and national comparisons; and
- (c) an evaluation of the identified external and internal risk factors that may affect the demand for policing services, policing adequacy and effectiveness, and future resource requirements, including both upside risks (opportunities) and downside risks (threats).

**Public meeting requirements**

**37** The following are the minimum requirements for the public meetings referred to in clause 35(g):

- (a) a separate meeting must be conducted in each police district;
- (b) a separate meeting must be conducted that addresses the special needs, values and expectations of communities that are disproportionately affected by crime and policing, in a location that is convenient for such communities;
- (c) meetings must be scheduled and structured to provide a reasonable opportunity for meaningful engagement by the public in the development of the strategic plan, in order that the board may ensure that community needs and values are reflected in policing priorities, objectives, programs and strategies.

**Content of strategic plan**

**38** The board's strategic plan for the police service must, at a minimum, contain the following:

- (a) **Mission** - a short statement of what the police service does;
- (b) **Values** – summary descriptions of the values that the police service upholds in carrying out its Mission;
- (c) **Vision** – a concise, memorable statement of the desired future state of public safety and policing in the City;

**Appendix to Request for Proposals to Prepare  
The Environment for Policing in Winnipeg**

- (d) **Goals** – the high level, long term outcomes that the police service plans to achieve, that will enable realization of the Vision;
- (e) **Strategies** – the ways or means by which the Goals will be achieved, including strategies for risk management;
- (f) **Objectives** – specific, measurable, achievable, realistic and time-bound accomplishments within the period of the strategic plan that contribute to the achievement of a Goal or are necessary for the successful implementation of a Strategy;
- (g) **Performance Indicators** – measures of whether or not progress is being made toward the Goals.

**Update of strategic plan**

**39** The board must at a minimum carry out the following steps each year to update its strategic plan:

- (a) review and update the environmental scan document, by the end of February;
- (b) determine if a major review and revision of the strategic plan is required, after consulting with the police chief, by the end of March;
- (c) if a major review is not required, conduct a minimum of two public meetings, by the end of May, to provide a meaningful opportunity for the public:
  - (i) to receive information on progress toward implementation of the strategic plan, and
  - (ii) to provide input on changes to policing priorities, objectives, programs and strategies that reflect evolving community needs and values;
- (d) provide an ongoing opportunity for written input from the public, to close by the end of September;
- (e) finalize and publish an strategic plan update report by the end of December.

**Environmental scan review**

**40** The board must complete a major revision of the environmental scan as part of the process for a major review and revision of its five-year strategic plan for the police service.