



440-2022 ADDENDUM 3

PROFESSIONAL SERVICES FOR AUDIT AND/OR INVESTIGATIVE/FORENSIC ENGAGEMENTS

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID/PROPOSAL

ISSUED: September 29, 2022
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THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID/PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: Add 2021-03-05

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid/Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid/Proposal may render your Bid/Proposal non-responsive.

PART B – BIDDING PROCEDURES

- Revise B2.1 to read: The Submission Deadline is 12:00 noon Winnipeg time, **October 5, 2022**.
- Revise B10.1.1 to read: Notwithstanding C11.1, Prices 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.
- Revise B23.4.1 to read: The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- Add B23.5 to read: The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).

PART C – GENERAL CONDITIONS

- Revise the whole of Part C to read:
- C0. **GENERAL CONDITIONS**
- C0.1 The General Conditions for Consultant Services (Revision 2022-09-02) 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.
- 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

- Revise D2.1.2 to read: The City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

Delete D5.1 in its entirety.

Revise D9.2(a)(ii) to read: evidence of the workers compensation coverage specified in C11.4; and

Revise D12.1 to read: 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 employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

Revise D15.1 to read: Further to C11, the Consultant shall submit an invoice for each portion of Work performed to:

Revise D16.1 to read: Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

Delete D17 Warranty: in its entirety

Revise D18.2 to read: The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

Revise D18.3 to read: The entire text of C17.5 is deleted, and amended to read:

Revise D18.4 to read: Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):

Revise D18.4.4 to read: If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D18.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C17.

Revise D19.2 to read: Further to D19.1, in the event that the obligations in D19 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.

Revise D19.5.1 to read: In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

APPENDICES

Delete: on Appendix A: City of Winnipeg General Conditions for Consultant Services, Revision 2017-03-24

Add: on Appendix A: City of Winnipeg General Conditions for Consultant Services, Revision 2022-09-02

QUESTIONS AND ANSWERS

Q1: We kindly request a one-week extension to the proposal deadline – the new submission deadline being 12:00 noon Winnipeg time, October 10, 2022.

A1: No adjustment will be made to the submission deadline. Refer to B2.1. Note that the revision to the submission deadline has been adjusted as above, to comply with B6.2 only.

Q2: Is there any estimates of the ratio of investigation work versus performance audit work?

A2: No estimate is available – D2.1 states: The work shall be done on an “as required” basis during the term of the Contract.

Q3: Regarding cooperative purchase in Part D, section D3 - will proposals and/or pricing structure be shared with third parties? If so, will you seek written consent in advance of distributing?

A3: No – refer to D3.3: The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

Q4: Is the proponent required to accept the City's General Conditions and Supplemental Conditions without any deviation in order to receive a "pass"?

A4: yes

Q5: Which General Conditions are applicable?

A5: The General Conditions for Consultant Services (Revision 2022-09-02) is applicable – the Statement of Work will be updated prior to execution. (see appendices note above)

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

Q6: Are prices stated on Form B deemed to be net of disbursements and other expenses, which will be invoiced based on actual amounts incurred?

A6: Prices are for hourly rates not expected disbursements. We generally do not expect contractors to incur other expenses that we would be responsible for.

Q7: What is the form of the deliverable that the City anticipates receiving from the proponent? Does it include working papers?

A7: Refer to D2.3. When the City requires audit/investigative/forensic services the City will provide a detailed scope of service for that particular engagement. The Contractor will provide written details of any and all requirement required by the City to execute the engagement including, but not limited to engagement plan, time line, proposed budget in alignment with Form B: Prices.

Yes, in some circumstances we may request working papers.

- Q8: Section B7 addresses substitute of "plant, materials and methods" and requires that the substitute be requested at least five day prior to submission deadline. Does this section apply only to the proposal process and not to the Statements of Work that may be awarded?
- A8: Yes
- Q9: Appendix B specifies four levels of staff. Can we add additional levels of staff without being considered non-responsive? For example, submitting both manager and senior manager level staff?
- A9: Any additions may render the proposal non-responsive.
- Proponents are requested to submit qualified resources at the four defined experience levels. Those years of experience levels are considered the minimum to be qualified; resources may have more years of experience than the stated minimum.
- Q10: Section 2 of Appendix A relates to the Scope of the Engagement, which is unknown at this time. Is our understanding correct that this section will be completed when actual engagements are awarded?
- A10: See D9.3. The Contractor shall not commence any Work until fees and a Statement of Work (SOW) is confirmed and issued by the Contract Administrator to the Contractor. For each engagement a Statement of Work must be fully executed prior to work commencing.
- Q11: Appendix A, subsections 2(b) and 2(c) appear to be contradictory. Subsection 2(b) states that City has no liability to pay for any work that is outside the specified scope and approved, whereas 2(c) states that Consultant is responsible for performing work not specified but implied for proper completion. Please clarify the intention of these two Sections. For example, if the Consultant performs work that is in its opinion implied, and which was not specifically stated, will the City be responsible to pay fees associated with such work. An example of this may be work steps that are required for the Consultant to meet firm or professional standards, which are not specifically addressed in the scope of work as a matter of practicality.
- A11: All work must be completed in accordance with applicable professional standards, and will be agreed to in the Statement of Work. The Statement of Work delineates the scope and objective of the engagement, fees will be paid in accordance with the Statement of Work. D11. Job Meetings will include weekly progress meetings. We would expect the contractor to include all the hours expected to complete the project in compliance with all applicable professional standards (including their own Quality control for example).
- Q12: Subsection B13.4(d) references the City's Project Management Manual and asset management templates. Are these documents relevant to the services being proposed?
- A12: Yes, the methodology is applicable. Some of the terminology in the RFP template is focused on Capital Projects.
- Q13: Subsection B13.5 asks the proponent to list the percentage of each person's time to be dedicated to the Project in According with the Scope of Services identified in Section D2. Given that specific projects are unknown at this time, it is expected that this will be general guidance only? Will the weighting in Form B be used for the evaluation, or the weighting we provided in response to subsection B13.5?
- A13: The weighting in Form B will be used for evaluation.
- Q14: Subsection B22.1 - do all proposed members of the team have to be accepted by the City in order for the proposal to receive a "pass"?

A14: Yes.

Q15: Subsection B16.4 – will proponents be reimbursed expenses other than travel between the proponent's office and Winnipeg.

A15: D9.3 states: The Contractor shall not commence any Work until fees and a Statement of Work (SOW) is confirmed and issued by the Contract Administrator to the Contractor. All fees will be stated in the Statement of Work based on the proponents bid, no additional fees/charges will be considered.