



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 564-2004

**CONSULTING SERVICES FOR A COMPREHENSIVE REVIEW OF WINNIPEG
ZONING BY-LAW NO. 6400/94**

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PART B

BIDDING PROCEDURES

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

- B1.1 CONSULTING SERVICES FOR A COMPREHENSIVE REVIEW OF WINNIPEG ZONING BY-LAW NO. 6400/94

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline for **Stage A** is 4:00 p.m. Winnipeg time, March 16, 2005.
- B2.2 The Submission Deadline for **Stage B** is 4:00 p.m. Winnipeg time, April 14, 2005.
- B2.3 Pre-Qualifications Submissions determined by the Manager of Materials to have been received later than the Submission Deadline for Stage A, or Proposal Submissions determined by the Manager of Materials to have been received later than the Submission Deadline for Stage B, will not be accepted and will be returned upon request.
- B2.4 The Contract Administrator or the Manager of Materials may extend either Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1 or B2.2.

B3. BACKGROUND INFORMATION

- B3.1 The City of Winnipeg is soliciting Proposals from qualified Bidders (Consulting Teams) to conduct a comprehensive review of the city-wide Zoning By-law based upon future community needs, economic trends and innovative zoning approaches. The Proposal process is being divided into two stages. The first stage involves a review of the qualifications of potential Bidders (Consulting Teams) to create a short list of qualified Bidders. Only those nominated to the short list will be asked to complete the second stage of the process – Request for Proposal. The intent of the Project is to provide a new set of zoning regulations and maps that will guide and manage development in the City well into the future.
- B3.2 The City of Winnipeg Zoning By-law No. 6400/94 covers the entire city with the exception of the downtown area (Winnipeg's downtown area is covered by a new Zoning By-law No. 100/2004 that was adopted on June 23, 2004). The Winnipeg Zoning By-law was adopted on February 1, 1995 and has been amended periodically to accommodate emerging development and land use trends.
- B3.3 To view or print an official copy of the Winnipeg Zoning By-law 6400/94, please refer to the City Clerk's Consolidated By-laws website at the following link:
<http://www.winnipeg.ca/clerks/docs/bylaws/bylaws.stm>
- B3.4 The goal for the review is to create a by-law that will act as an incentive to promote economic development, attract business and industry and facilitate the building of a world class city. At the same time, it needs to balance the community's objectives for promoting quality of life and creating a healthy community. The Zoning By-law translates the community's desires into a workable blueprint, in the form of an agreed upon set of regulations to manage urban form, in alignment with Council's policies. A modern Zoning By-law, reflective of current industry standards and innovative regulatory approaches, will improve customer service by streamlining and simplifying administrative processes, making the City's requirements clear, understandable and transparent, showing that Winnipeg is "the best place to do business".
- B3.5 The objectives of the review are to:
- (a) Ensure the regulations are consistent with the City's policy objectives;

- (b) Reduce “red tape” by streamlining and simplifying processes;
- (c) Improve customer service;
- (d) Achieve more flexibility with the regulations;
- (e) Provide more opportunity to encourage innovation;
- (f) Accommodate mixed use proposals;
- (g) Make the by-law more clear, simple to use, easy to understand, less jargon (more plain language); and
- (h) Develop regulations that provide more predictability, transparency.

B3.6 The City of Winnipeg is collaborating with the community to deliver a new zoning product that balances the needs of the broad community. A Zoning Advisory Committee (ZAC) has been formed to facilitate this relationship. Members were invited from 10 City-wide stakeholder groups and organizations to make up the Committee. The Committee is responsible for providing advice on:

- (a) Requirements and specifications of the Project and product;
- (b) Expectations of industry/community users; customer perspective of Project;
- (c) Periodic commentary on recommendations of Project;
- (d) Proposed change in Project scope;
- (e) Project risk issues; and
- (f) Project performance.

B3.7 The Zoning Advisory Committee (ZAC) consists of representatives from the following organizations:

- (a) Urban Development Institute (2);
- (b) Winnipeg Real Estate Board (2);
- (c) Manitoba Home Builders Association (2);
- (d) Winnipeg Chamber of Commerce (1);
- (e) Destination Winnipeg (2);
- (f) Manitoba Bar Association (2);
- (g) Canadian Bankers Association (2);
- (h) Social Planning Council (1);
- (i) Institute of Urban Studies (1);
- (j) Faculty of Architecture, University of Manitoba (1);
- (k) Industry Members-at-Large (2);
- (l) City of Winnipeg, Planning Property and Development Department (3); and
- (m) Project Manager.

B3.8 The City of Winnipeg is proposing to complete the Project by October, 2006.

B3.9 For more information and background on the Project, please refer to the Project Website http://www.winnipeg.ca/ppd/zoning_6400review.stm

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.

- B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 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 Bidders by issuing an addendum.
- B4.4 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 Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available in Adobe Acrobat (pdf) format on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda shortly before submitting his Proposal.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Proposal - Stage B. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION REQUIREMENTS

Stage A: Pre-Qualification

- B7.1 Bidders are invited to submit information on their qualifications, experience and suitability for the Project, along with their ability to meet the Project goals. Bidders are required to submit the information in the form of a clear and concise written Statement of Qualifications following the format and order described in this section.

- B7.2 The evaluation process for the Statements of Qualification will involve a review of the Statement of Qualifications by a Consultant selection committee to qualify and short-list Bidders (Consulting Teams). Statements of Qualification will be evaluated based on the criteria outlined in B15.2.
- B7.3 Only those Bidders qualified as part of the pre-qualification process through Stage A will be invited to submit a Proposal under Stage B. Bidders selected from the pre-qualification process will not be ranked going into the next stage for selection.
- B7.4 The submission for **Stage A: Pre-Qualification - Statement of Qualifications** consists of the following components:
- (a) **Format:** Two (2) unbound originals and seven (7) complete bound copies of the Statement of Qualifications should be submitted. Pages: 8½" x 11" single-sided. Minimum margins: 1". Minimum font size: 12 point. Divider tabs to separate each response item (divider tabs do not count as pages). The complete Statement of Qualifications should be no longer than 20 pages maximum, including related project experience;
 - (b) **Statement of Preliminary Understanding:** Provide a concise statement outlining the proponent's philosophy and approach to the Project based on a firm understanding of the Project goals, methodology and scope for projects of similar nature and complexity, and indicate how this knowledge would be applied to the Project; (Limit: 1 page)
 - (c) **Corporate Profile:** Provide general firm profile information of the Bidder's Team, including description of the history of the firm(s); years in business; average volume of work (in dollars) over the past five (5) years, and any other pertinent information;
 - (d) **Proposed Team Members and Team Organizational Structure:** Provide an outline of the proposed team structure and members including principal-in-charge, designated Project Manager and supporting team members, including sub-contractors, if any. Provide brief biographical data of key participants in the Consultant Project Team, including the principals-in-charge and Project Managers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in regulatory reform, and years with existing employer. Identify the anticipated roles of each of the key participants in the Project;
 - (e) **Relevant Experience:** Provide information on the Bidder's team or its members experience and expertise in projects of a similar nature and scope;
 - (f) **Award History:** Provide a list of project awards by the proponent. For each project in this list, include the name of the principal-in-charge and the Project manager. List other significant awards of the proponent or its individual team members;
 - (g) **Relevant Project Experience:** Provide a list of relevant projects and examples of past work. The proponent may illustrate not more than six (6) specific projects that best demonstrate ability to produce zoning by-laws/codes and experience with stakeholder and public consultation programs and community advisory groups;
 - (h) **References:** Provide a list of individuals (maximum of three) who have served in a client capacity for the proponent for those projects listed in B7.4 (g) of this section.

Stage B: Proposal

- B7.5 Only those Bidders pre-qualified under Stage A will be invited to submit a Proposal under Stage B.
- B7.6 The Proposal Submission for **Stage B** consists of the following components:
- (a) **Form A: Proposal – Stage B;**

- (b) Format: Two (2) unbound original and three (3) complete bound copies should be submitted. Pages: 8½" x 11" single-sided. Minimum margins – 1". Minimum font size: 12 point. Table of Contents. Divider tabs to separate each response item.
- (c) An Executive Summary highlighting the unique qualities of the proposal that make it superior, innovative or different from other approaches in addressing the scope of the Project and the needs of the City of Winnipeg. A brief description of the Bidder's understanding of the scope and objectives of the Work should also be included. Bidders should limit their Executive Summary to a maximum of five (5) pages.
- (d) An Introductory Section that summarizes the Bidder's understanding of the Project Plan and scope of the Project:
 - (i) Understanding of Project context;
 - (ii) Appreciation of the Project scope
 - (iii) Understanding of the Project deliverables;
 - (iv) Understanding of the nature of the Project; and
 - (v) Key assumptions.
- (e) A description of the Bidder's proposed methodology and approach to the assignment:
 - (i) A clear description of how the Bidder intends to complete the Work for each of the following phases of the Project:
 - (i) Phase 1: Zoning By-law Concept/Model;
 - (ii) Phase 2: By-law Drafting and Implementation;
 - (iii) Phase 3: Zoning Maps.
 - (ii) A detailed description of the Project approach and methodology including Project Management disciplines to be used;
 - (iii) A detailed Project Plan that reflects the proposed approach to the Work. All major start dates, end dates, review and approval points and major milestone dates should be shown. The plan should identify deliverables and their respective delivery dates along with the Bidder's resource efforts and the City's resource efforts. Presentation of this Project Plan using MS Project, or similar project management software, would be appropriate;
 - (iv) A detailed description of the Bidder's approach to the Comprehensive Review of the Winnipeg Zoning By-law as it relates to the Specifications contained in Part E;
 - (v) Identification of all facts and assumptions made by the Bidder's team in developing the Proposal and the relevance that these facts and assumptions have had on the proposed methodology, fees for service and team composition (e.g., databases available, level of involvement of City staff, etc.);
 - (vi) A detailed description of any information, resources (other than staff) or services required to be provided by the City of Winnipeg.
- (f) A description of the Bidder's proposed Project Team:
 - (i) A description of the Bidder's team, outlining the expertise of the prime and any sub-contracting firms;
 - (ii) Identify how the team will work together in accomplishing the deliverables for the Project;
 - (iii) Identification of the overall Project Team leader responsible for coordinating team members and the various Project components;
 - (iv) Team organization chart indicating proposed interactions between team members, the City of Winnipeg Project Manager, and the various committees being established to coordinate and manage the Project;
 - (v) The roles and time commitment of various team members at various stages of the Project, including the commitment of Senior team members (firm principals);

- (vi) Unique strengths of team.
 - (g) A proposed Schedule for completing the assignment.
 - (h) Proposed Fees:
 - (i) Fee for consulting services for each phase of the Project;
 - (ii) Fees for any sub-contractors needed to assist with the assignment;
 - (iii) Fee for stakeholder and public consultation program;
 - (iv) Fee for mapping and related services;
 - (v) Disbursements (including printing/photocopying, fax charges, long distance charges, incidentals, couriers, photographs, computer processing time and charges, advertising, etc.);
 - (vi) Travel and related expenses (accommodations, meals, incidentals, mileage, parking, etc.).
- B7.7 The Bidder should note that the combined Fee for Service for all phases, disbursements and travel expenses should not exceed \$400,000 (in Canadian dollars), including all taxes.
- B7.8 Non-resident firms are subject to a Non-Resident Withholding Tax of 15% of fees.
- B7.9 All components of Stage A: Pre-Qualification and Stage B: Proposal Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Proposal.
- B7.10 Stage A: Pre-Qualification and Stage B: Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.10.1 Samples or other components of Stage A: Pre-Qualification and Stage B: Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Stage A: Pre-Qualification and Stage B: Proposal Submission.
- B7.11 Stage A: Pre-Qualification and Stage B: Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.12 Stage A: Pre-Qualification and Stage B: Proposal Submissions shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8. PROPOSAL**
- B8.1 The Bidder shall complete Form A: Proposal – Stage B, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal - Stage B shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;

- (d) if the Bidder is carrying on business under a name other than his 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 - Stage B, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B8.4 Paragraph 10 of Form A: Proposal - Stage B shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his 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 - Stage B shall be printed below such signatures.
- B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal Submission and the Contract, when awarded, shall be both joint and several.

B9. QUALIFICATION

- B9.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
 - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
 - (c) be financially capable of carrying out the terms of the Contract;
 - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
 - (e) have successfully carried out work, similar in nature, scope and value to the Work;
 - (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of

performing the Work required to be done in accordance with the terms of the Contract;

B9.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, further proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B10.1 Stage A: Pre-Qualifications and Stage B: Proposal Submissions will not be opened publicly.

B10.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, or by other authorities having jurisdiction.

B11. IRREVOCABLE OFFER

B11.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Proposal - Stage B.

B11.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 9 of Form A: Proposal - Stage B.

B12. WITHDRAWAL OF OFFERS

B12.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding GC.7.06(2), 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.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal - Stage B or the Bidder's authorized representatives named in Paragraph 10 of Form A: Proposal - Stage B, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
- (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal - Stage B and the Bidder's authorized representatives named in Paragraph 10 of Form A: Proposal - Stage B; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Proposal withdrawn.

B12.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority

considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. INTERVIEWS

- B13.1 The Contract Administrator may, at his/her sole discretion, interview Bidders during the evaluation process.
- B13.2 Each short-listed Bidder (Consultant Team) should be prepared to attend and make an oral and visual presentation of their Proposal.

B14. NEGOTIATIONS

- B14.1 This is an invitation for proposals and not a tender call.
- B14.2 The City reserves the right to negotiate details of the Contract with Bidders.
- B14.3 The Bidder is advised to present his/her best offer, not a starting point for negotiations in his/her Proposal submission. The City will only negotiate with the Bidder submitting, in the City's opinion, the most advantageous proposal. If those negotiations are unsuccessful, the City may, in its sole discretion, negotiate with the Bidder submitting the next most advantageous offer.
- B14.4 If, in the course of negotiations pursuant to B14.3 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B15. EVALUATION OF PROPOSALS

- B15.1 The evaluation process will be divided into 2 stages.
- B15.2 **Stage A – Pre-qualification:** shall be based on the following evaluation criteria:
 - (a) compliance by the Bidder with the requirements of the Request for Proposal; P/F
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B7.4 and B9
- B15.3 **Stage B – Proposal Submission:** Award of the Contract shall be based on the following evaluation criteria:
 - (a) compliance by the Bidder with the requirements of the Request for Proposal; P/F
 - (b) Understanding of the Project, proposed methodology and Project approach 45%;
 - (c) Project Team 45%
 - (d) Presentation and Interview 5%;
 - (e) Project Fee 5%;
- B15.4 Further to B15.2(a) and B15.3(a), the Award Authority may reject a Proposal as being non-responsive if Stage A: Pre-Qualification and Stage B: Proposal Submission are 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 if the interests of the City so require.
- B15.5 Further to B15.2(b), qualifications of the Bidder and the Subcontractors, if any, and personnel will be further evaluated considering the Bidder's Proposal or other information required to be submitted.

- B15.6 Further to B15.3(b), understanding of the Project, proposed methodology and Project approach will be evaluated considering the Bidder's Proposal or other information required to be submitted.
- B15.7 Further to B15.3(c), the Project Team will be evaluated considering the Bidder's Proposal or other information required to be submitted.
- B15.8 Further to B15.3(d), the Presentation and Interview shall be evaluated considering the Bidder's Proposal or other information required to be submitted.
- B15.9 Further to B15.3(e), the Project Fee shall be the cost for completion of the Project based on the Project Fee submitted by the Bidder.
- B15.9.1 Lowest cost fee proposal will receive maximum number of points allocated to fee.
- B15.9.2 Points for other proposals will be allocated relative to the lowest fee proposal.
- B15.10 This Contract will be awarded as a whole.

B16. AWARD OF CONTRACT

- B16.1 The Award Authority will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, 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.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

PART C

GENERAL CONDITIONS

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

PART D

SUPPLEMENTAL CONDITIONS

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of a comprehensive review of Winnipeg Zoning By-Law No. 6400/94.
- D2.2 The major components of the Work are as follows:
- (a) Phase 1: Zoning By-law Concept/Model;
 - (b) Phase 2: Zoning By-law Draft/Implementation; and
 - (c) Phase 3: Zoning Maps.

D3. DEFINITIONS

- D3.1 When used in this Request for Proposal:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Stage A: Pre-qualification or Stage B – Proposal Submission.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Ms Valdene Buckley, MCIP
Manager of Regulatory Reform
3rd Floor, 65 Garry St.
Winnipeg MB R3C 4K4
Telephone No. (204) 986-5161

Facsimile No. (204) 947-2284

- D4.2 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. CONTRACTOR'S SUPERVISOR

- D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D7.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D7.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D7.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D8. INDEMNITY

D8.1 Notwithstanding GC 7.04, the Contractor should save harmless and indemnify the City and all of its employees for an amount equal to all monies paid pursuant to the Contract regardless of to whom they were paid, plus the sum of two million dollars (\$2,000,000.00), unless specifically stated otherwise in the Contract documents, against costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, its Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
- (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
- (d) failure to pay a workers compensation assessment, or federal or provincial taxes;
- (e) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work; and
- (f) inaccuracies in any information provided by the City to the Contractor.

D8.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.

D8.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding claim or demand was undertaken on behalf of the City by a salaried employee of the City.

D8.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

D8.5 If the Proposal is silent as to indemnification, the Contractor shall be deemed to have agreed to indemnify the City as provided above.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

D10. WORKERS COMPENSATION

D10.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D11. INSURANCE

D11.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, and such liability policy to also contain contractual liability, to remain in place at all times during the performance of the Work.

D11.2 The Contractor shall provide and maintain professional liability insurance in the amount of at least two million dollars (\$2,000,000.00) to remain in place at all times during the performance of the Work and one (1) year after completion of the Contract.

D11.3 Deductibles shall be borne by the Contractor.

D11.4 The Contractor shall provide the Contract Administrator with a certificate of insurance of the policy 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 GC.3.01 for the return of the executed Contract.

D11.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D12. COMMENCEMENT

D12.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D12.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in D10;
 - (iii) evidence of the insurance specified in D11; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13. CRITICAL STAGES

D13.1 The Contractor should achieve critical stages of the Work in accordance with the following requirements:

- (a) Draft Zoning By-law and Zoning Maps – completed by December 1, 2005;
- (b) Final Zoning By-law and Zoning Maps – completed by February 1, 2006;
- (c) Council Seminar – March 2006;
- (d) Public Hearing (Standing Policy Committee on Property and Development) – June 2006;
- (e) By-law adoption – Council meeting June 2006
- (f) Enactment date of By-law – October 2006.

CONTROL OF WORK

D14. HOLDBACKS

D14.1 The City will retain 10% of fees due as a holdback from each payment to the Contractor. The holdback, which will accumulate to 10% of the grand total of fees due, will be paid only on the completion of all deliverables to the satisfaction of the Contract Administrator.

D15. NON-RESIDENT WITHHOLDING TAX

D15.1 Non-resident firms are subject to a Non-Resident Withholding Tax of 15% of fees.

PART E

SPECIFICATIONS

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. SERVICES

E2.1 The Contractor shall provide Zoning By-Law Review consulting services in accordance with the requirements hereinafter specified.

E2.2 The review process is intended to:

- (a) Explore other zoning models and approaches and determine what is the best zoning model for Winnipeg;
- (b) Examine the existing by-law and select the aspects of the by-law that are currently working well and maintain or enhance them, and identify the items in the by-law that are out-of-date or not working well and delete or improve them;
- (c) Prepare a draft Zoning By-law and maps for review with stakeholders and the public;
- (d) Conduct a stakeholder consultation program and an opportunity for the public to review the provisions in the draft by-law; and
- (e) Prepare a final Zoning By-law and maps for Council approval.

E2.3 The Project is divided into the following phases:

- (a) Phase 1: Zoning By-law Concept/Model;
- (b) Phase 2: Zoning By-law Draft/Implementation; and
- (c) Phase 3: Zoning Maps.

E2.4 Phase 1: Zoning By-law Concept/Model:

- (a) The Contractor will facilitate a meeting with the ZAC to develop and record its vision and principles/interests for the Project;
- (b) The Contractor will review the format and model of Zoning By-laws in other cities, particularly those where Zoning By-laws have recently been rewritten, for comparative purposes;
- (c) The Contractor team will perform research to identify appropriate zoning approaches and methodologies suitable for complex urban environments and cities of a comparable size;
- (d) The Contractor will identify innovative zoning approaches and analyze them to determine if they have applicability to Winnipeg's situation and the unique nature of the planning and zoning issues encountered here (e.g., mixed use zoning, corridor zoning, performance zoning, form-based zoning, application of the transect, etc.);
- (e) The Contractor will perform whatever data collection is necessary to support the review and analysis of the diagnosis of the existing by-law and alternative zoning models; and
- (f) The Contractor will make a recommendation for an appropriate Zoning By-law model for Winnipeg.

E2.5 Phase 2: Zoning By-law Draft/Implementation:

- (a) The Contractor will prepare a detailed draft Zoning By-law in an MS Word format, including all the relevant Zoning By-law provisions and Appendices, as required;

- (b) A Zoning By-law typically includes a number of Zoning Districts, Zoning Administration procedures, Definitions and common regulations for Parking and Loading, Signs, and Home Occupations. Each Zoning District includes rules and regulations for managing the development of parcels of land bearing those designations.
- (c) If practical, the Contractor will present a comparison of the existing Zoning By-law regulations with the proposed Zoning By-law regulations in a side-by-side format;
- (d) To the greatest extent possible, the draft Zoning By-law will be written in "plain language", minimizing the use of planning and legal jargon;
- (e) The Contractor will attend a meeting with the ZAC to present and facilitate discussion of the draft Zoning By-law and zoning maps; and
- (f) The Contractor will provide input and commentary on the transitional issues involved in implementing and enacting a new Zoning By-law. This may extend to commentary and recommendations on any administrative systems that require improvements to accommodate the new provisions in the Zoning By-law.

E2.6 Stakeholder and Public Consultation Program:

- (a) The Contractor, with assistance from the Project Manager, will organize meetings with various stakeholder organizations, preferably at a venue of the organization's choice, to provide a forum for presentation and discussion of the findings and recommendations to date in the comprehensive review process (one meeting per group);
- (b) The Contractor, with assistance from the Project Manager, will organize a public forum to provide an opportunity for public input and feedback on the new Zoning By-law proposal and zoning maps;
- (c) The Contractor will identify the options for receiving this stakeholder input in a structured manner and recommend a preferred option (e.g., focus group, workshop, etc.);
- (d) The Contractor will conduct and facilitate the meetings with various stakeholder groups and the public to receive their feedback in a structured manner; and
- (e) Following each round of stakeholder consultation, the Contractor will prepare a document summarizing the results of the consultation process.

E2.7 Phase 3: Zoning Maps:

- (a) The Contractor will work with City staff to prepare a detailed set of final Zoning By-law maps to coincide with changes to the text of the Zoning By-law;
- (b) The fee for this Phase of the Project is included within the overall Project budget of \$400,000 (Canadian dollars);
- (c) The City of Winnipeg stores and maintains graphic data in a number of digital files using software by Intergraph Corporation (Geomedia) and Oracle. The map features, which the City of Winnipeg has available, can be displayed in a multitude of combinations to suit specific needs. As such, there are no specific products or 'layers' of data. Data tends to be grouped by theme.
- (d) The zoning theme is a graphic representation of the City of Winnipeg Zoning By-laws 100/2004 and 6400/94 and subsequent amendments. Features in this theme include:
 - (i) Zoning parcels;
 - (ii) Zoning labels; and
 - (iii) Archived data.
- (e) Currently, there are 16,000 zoning polygons associated with the area of the City covered by Winnipeg Zoning By-law 6400/94.
- (f) Each parcel of land will need to be reviewed for a compatible zoning designation as the new Zoning By-law is developed.

E2.8 For further information about the City's Land Based Information System, please refer to the following link:

<http://www.winnipeg.ca/ppd/maps.stm>

E2.9 Council Seminar

- (a) The Contractor will attend a Council Seminar with all 15 members of City Council, including the Mayor, to present and facilitate discussion of the final Zoning By-law and zoning maps.
- (b) The Council Seminar will be scheduled by the City of Winnipeg EPC Secretariat and will be a 2-3 hour in-camera event with a presentation by the Contractor, Project Manager and the Project Sponsor, followed by a Question and Answer period.

E2.10 By-law Approval Process

- (a) The Contractor will prepare all the necessary information for the City of Winnipeg to have the final by-law and zoning maps proceed through the Public Hearing and approval process.
- (b) The Planning Property and Development Department will attend the Public Hearing and present the proposed new Zoning By-law.