



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 812-2008

**PROVISION OF CONSULTANT SERVICES FOR THE PREPARATION OF A
TRANSIT FACILITIES NEEDS ASSESSMENT AND UPDATE PLAN**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROVISION OF CONSULTANT SERVICES FOR THE PREPARATION OF A TRANSIT FACILITIES NEEDS ASSESSMENT AND UPDATE PLAN

B2. ABOUT WINNIPEG TRANSIT

- B2.1 Winnipeg Transit is a department of the City of Winnipeg, with status as a utility operation, responsible for the provision of regular, para-transit, and chartered/special event transit services within the municipal boundaries. Winnipeg Transit serves an area of 420 sq. km.
- B2.2 Transit's infrastructure includes approximately 535 diesel buses, 65 support vehicles, 5,000 bus stops, 12 terminals serving major activity centres (shopping centres, universities, hospitals) and 900 shelters. Two major operating and maintenance facilities are operated by Winnipeg Transit.
- B2.3 Fort Rouge Garage at 421 Osborne St. was constructed in 1968 and houses Winnipeg Transit's head office, primary heavy overhaul and repair shop, parts inventory, vehicle servicing facilities and vehicle storage for 410 buses. The garage sits on a property approximately 10.3 hectares in size bordered by residential areas to the south and east, a commercial development to the north and a heavy rail maintenance facility to the west. The office, shops and storage areas are housed in two major buildings that total approximately 45,000 m² in size. Approximately 340 buses are dispatched from the garage prior to the morning rush hour on weekdays. Buses are dispatched and pulled in from service throughout the day to meet varying daily operational requirements. Heavy maintenance, overhaul, preventive maintenance and running repairs are performed at the garage during the day shift weekdays. Preventive maintenance and minor repairs necessary to maintain the required numbers of vehicles for service are performed on evening, night and weekend shifts. The majority of bus servicing, fuelling and cleaning activities occur on evening and night shifts. Service requirements are lower on weekends and holidays; however, this facility is in operation 24 hours per day, 365 days per year.
- B2.4 Winnipeg City Council approved a plan for the construction of the Southwest Rapid Transit Corridor, Phase 1 on October 22, 2008. This project involves the construction of a bus-only roadway from Queen Elizabeth Way in the downtown to Pembina Highway and Jubilee Avenue in the southwest part of the city. The corridor will be adjacent to the Fort Rouge Garage and buses stored at this garage will have direct access to the corridor.
- B2.5 North Garage at 1520 Main St. was constructed in two phases in the 1930's and 1954 and houses light maintenance, dispatch, vehicle servicing and vehicle storage for 125 buses. The garage sits on a property approximately 2.1 hectares in size bordered by residential areas to the south, west and north and a commercial area to the east. The office, shop and storage areas are housed in one major building that total approximately 9,100 m² in size. Approximately 115 buses are dispatched from the garage prior to the morning rush hour on weekdays. Buses are dispatched and pulled in from service throughout the day to meet varying daily operational requirements. Preventive maintenance and minor repairs necessary to maintain the required numbers of vehicles for service are performed on day, evening and night shifts. The majority of bus servicing, fuelling and cleaning activities occur on evening and night shifts. This facility is open 24 hours per day on weekdays and closed on weekends and holidays.
- B2.6 A facility assessment of North Garage was completed by VFA Canada Corporation in 2008.
- B2.7 Operations at both garages are critical to the delivery of transit service in Winnipeg and cannot be interrupted or impeded significantly.
- B2.8 Both garages are at their effective capacities; this poses an obstacle to future fleet expansion.

B2.9 Winnipeg Transit operates on a 24/7 basis with a total staff complement of approximately 1380 people consisting of 950 bus operators, 240 maintenance and treasury staff, 100 supervisor and professional staff and 90 clerical and administration staff.

B2.10 Winnipeg Transit's total annual ridership is approximately 41,000,000 with weekday ridership of approximately 140,000. Weekday peak service occurs between 15:30 and 18:30 with approximately 455 buses in service and 55,000 boardings.

B3. SUBMISSION DEADLINE

B3.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 21, 2008.

B3.2 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.

B3.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B3.1.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 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 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 regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 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.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Experience;
 - (c) Project Approach/Methodology ; and
 - (d) Fees.
- B7.2 All components of the Proposal 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, to constitute a responsive Proposal.
- B7.2.1 Bidders should submit one (1) unbound original (marked "original") and two (2) copies.
- B7.3 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B18.1(a).
- B7.5 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.5.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.6 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.7 Proposals 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, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal 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, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the 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 should be printed below such signatures.

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 and the Contract, when awarded, shall be both joint and several.

B9. EXPERIENCE

B9.1 Further to B7.1(b), the Bidder shall submit information for the City to evaluate their experience as an advisor in Transit Facilities Needs Assessments and Update Planning. This information should include the following:

- (a) a corporate profile of the Bidder including description of the history of the firm and years in business;
- (b) an overview of similar previous assignments over the past five (5) years, comparable in size and complexity to the work listed in D2, and any other information pertinent to the requirements set out in E1.2.
- (c) an overall project organization chart of your proposed team members for the City's contract, identifying each position by title, the role of each position, and specifying which individuals are committed to each position, including subcontractors, if any;
- (d) a summary of previous experience and expertise of each individual proposed to work on this Contract, including a description of the scope of their work within the projects of a similar nature and scope;
- (e) a brief description of how the Bidder has transferred knowledge of the processes to other customers in the course of consulting;
- (f) three (3) references for recent projects similar in size, scope and value for customers in North America, preferably Canada. Each reference shall consist of a company name, contact name, email address, phone number and a brief description of the project and value.
 - (i) For additional references, where the projects were not similar in size, scope and value, provide the details of the scope of each contract.

B9.2 Reference checks will not be restricted to only those submitted by the Bidder, and may include organizations representing persons companies or individuals known to have done business with the Bidder.

B10. QUALIFICATIONS

B10.1 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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, additional proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11. PROJECT APPROACH/METHODOLOGY

B11.1 Further to B7.1(c) the Bidder shall submit information for the City to evaluate if the Bidder has an established approach/methodology which outlines the Bidder'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 Work of this Contract as described in E1.2.

B11.2 The information should include:

- (a) Bidders approach to understanding risks during the installation, operating, life-cycle and financing phases of a project;
- (b) a brief description of how the Bidder anticipates transferring knowledge of the processes to City staff during the term of the Contract.

B12. FEES

B12.1 The Bidder shall state a lump sum price in Canadian funds for the Work of this Contract and should include the following detailed pricing information:

- (a) hourly rates, in Canadian funds, broken down by individual team members identified in B9.1(c), for the Work of the Contract;

- (b) an estimate of the portion of Work (percentage of time) that will be assigned to each team member engaged in the Work of the Contract;
- (c) estimated disbursements, including travel and accommodation costs;
- (d) proposed schedule of payments.

B12.1.1 Notwithstanding C11, prices indicated 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.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B13.1 Proposals will not be opened publicly.

B13.2 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 (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B13.3 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 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 Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B14. IRREVOCABLE OFFER

B14.1 The Proposal(s) submitted by the Bidder 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 Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B15. WITHDRAWAL OF OFFERS

B15.1 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.

B15.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder'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 Bidder 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 Bidder'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 Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder 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 Contract Administrator may, at his sole discretion, interview Bidders during the evaluation process.

B17. NEGOTIATIONS

B17.1 The City reserves the right to negotiate details of the Contract with any Bidders. Bidders 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 Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B17.3 If, in the course of negotiations pursuant to B15.2 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.

B18. EVALUATION OF PROPOSALS

B18.1 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 or acceptable deviation therefrom: | pass/fail |
| (b) Experience | 40%; |
| (c) Project Approach/Methodology | 40%; |
| (d) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9: | pass/fail |
| (e) Fees | 20%. |

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) Proposal Submissions will be evaluated to assess if the Bidder specializes in advising on Fare Collection Systems and Technology projects in the areas of expertise required in this RFP, including information provided by the reference contacts.

B18.4 Further to B18.1(c), the Project Approach/Methodology will be evaluated by considering the Bidders understanding of the RFP and its requirements and their approach to Fare Collection Systems and Technology projects.

B18.5 Further to B18.1(d) the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

- B18.6 Further to B18.1(e), the Fees will be evaluated considering the makeup of the team, the time proposed to the team for each member, the fees stated for each team member and other fees and disbursements submitted.
- B18.7 This Contract will be awarded as a whole.
- B18.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1(a) and B18.1(d), the Proposal will be determined to be non-responsive and will not be further evaluated.

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 Bidder, even though one or all of the Bidders 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 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.
- B19.3 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.
- B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.
- B19.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B19.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the Provision of Consultant Services and expertise in the assessment of transit facility functional needs and the development of a facility upgrade plan to meet future requirements. The objectives of the project are as follows:

- (a) Assess current and projected requirements that will affect Winnipeg Transit's operating garage facilities considering factors such as population changes, ridership changes, city growth, the introduction of rapid transit and projected travel patterns. These environmental change projections should be for five years, ten years and twenty years into the future.
- (b) Based on projected environmental changes, assess space needs for administration, vehicle parking, servicing and maintenance for the five, ten and twenty year intervals using industry design guidelines and space standards for each function. Future fleet changes such as the addition of articulated buses and the installation of bicycle racks on each bus must be considered.
- (c) Assess the costs, benefits and logistics of replacing versus refurbishing Winnipeg Transit's North Garage.
- (d) Assess the potential for facility expansion opportunities at existing sites.
- (e) Assess possible locations within the City for additional Transit facilities considering factors such as future space requirements, land availability, surrounding property use, minimizing unproductive travel, environmental issues and access to the site.
- (f) Provide recommendations on future facility plans considering refurbishing existing facilities, new construction and expansion at existing sites for the five, ten and twenty year intervals.
- (g) Provide conceptual layout drawings of adequately sized and functional facilities for the five, ten and twenty year intervals.
- (h) Estimate costs for the various upgrade stages for the five, ten and twenty year intervals.

D2.1.1 The type and quantity of Work to be performed under this Contract shall be as authorized by the Contract Administrator.

D2.2 In the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.2.1 The City shall pay the Contractor for the services rendered by the Contractor up to the effective date of the termination.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Tony Dreolini, P. Eng.
Manager of Plant and Equipment
City of Winnipeg Transit Department
421 Osborne St.
Winnipeg, MB R3L 2A2
Telephone No. (204) 986-5774
Facsimile No. (204) 453-7385
Email: tdreolini@winnipeg.ca

D4. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D4.1 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.

D4.2 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.

D4.3 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.

D5. PROVISION OF NO CONFLICT

D5.1 During the term of the Contract, the Contractor must not engage in, or provide to any other person or company or entity, any service or act which would be reasonably perceived to be in conflict with the interest of the City in respect of the services being provided by the Contractor to the City. The City shall be the sole judge of any conflict or perceived conflict.

D6. NOTICES

D6.1 Notwithstanding C22.3, 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 Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain contractual liability and a cross-liability clause, said insurance to remain in place at all times during the performance of the Work;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), said insurance to remain in place at all times during the performance of the Work; such insurance may be met through the commercial general liability cover where applicable;
- D8.2 All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba
- D8.3 Deductibles shall be borne by the Contractor.
- D8.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D8.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8;

D10. TOTAL PERFORMANCE

- D10.1 The Contractor shall achieve Total Performance in accordance with E1.2.
- D10.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange a review of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that review shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reviewed again.
- D10.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

MEASUREMENT AND PAYMENT

D11. PAYMENT

- D11.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The major components of the consulting Work and required delivery time schedules are as follows:
- (a) Phase 1, Task 1 – Review and assess environmental factors that will affect Winnipeg Transit's operating garage facilities five, ten and twenty years into the future.
 - (b) Phase 1, Task 2 – Prepare space needs projections by operating branch for the five, ten and twenty year intervals.
 - (c) Deliver Phase1 Report – Two months following award of contract.
 - (d) Phase 2, Task 1 – Assess the costs, benefits and feasibility of refurbishing versus replacing North Garage.
 - (e) Phase 2, Task 2 – Assess the feasibility of expanding facilities on Winnipeg Transit's existing garage sites.
 - (f) Phase 2, Task 3 – Assess alternative locations for facility expansion in the City.
 - (g) Phase 2, Task 4 – Provide alternatives and recommendations on facility expansion and update plans for the five, ten and twenty year intervals.
 - (h) Deliver Phase 2 Report – Two months following Phase 1 Report.
 - (i) Phase 3, Task 1 – Develop conceptual facility layout drawings for the preferred alternatives for the five, ten and twenty year intervals.
 - (j) Phase 3, Task 2 – Estimate costs for the preferred alternatives for the five, ten and twenty year intervals.
 - (k) Deliver Phase 3 Report – One month following the Phase 2 report.
- E1.3 The total budget for this consulting assignment is \$90,000 including all taxes.
- E1.4 The Contractor shall maintain proper and accurate accounts and records shall be maintained by the Contractor with respect to the Project.
- E1.5 The Contractor shall ensure that all applicable labour, environmental, privacy and human rights legislation shall be complied with.