



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 494-2018

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
THE 2018 WALK BIKE PROJECT: STUDY AND DESIGN FOR THE WOLSELEY TO
DOWNTOWN CORRIDOR**

Note to Proponents: Please be aware of revisions to B16.3, take note of B21.4.1

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form P: Person Hours	1

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	4
B9. Experience of Proponent and Subconsultants (Section C)	4
B10. Experience of Key Personnel Assigned to the Project (Section D)	5
B11. Project Understanding and Methodology (Section E)	6
B12. Project Schedule (Section F)	6
B13. Disclosure	7
B14. Conflict of Interest and Good Faith	7
B15. Qualification	8
B16. Opening of Proposals and Release of Information	9
B17. Irrevocable Offer	9
B18. Withdrawal of Offers	9
B19. Interviews	10
B20. Negotiations	10
B21. Evaluation of Proposals	10
B22. Award of Contract	11

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	2
D5. Project Planning	3
D6. Preliminary Design	4
D7. Public Engagement and School Travel Planning	5

Submissions

D8. Authority to Carry on Business	7
D9. Insurance	8

Schedule of Services

D10. Commencement	9
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PART E - SECURITY CLEARANCE

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

Appendix A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE 2018 WALK BIKE PROJECT: STUDY AND DESIGN FOR THE WOLSELEY TO DOWNTOWN CORRIDOR

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 22, 2018.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Project Manager identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/bidopp.asp>
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and four (4) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal that provides the requested information for evaluation and other information that illustrates the strength of their team.
- B6.6.1 Further to B6.6, the Proposal shall be no more than 25 pages, exclusive of the required forms, cover page, table of contents, tables, charts, drawings and schedule. Failure to adhere to the page limitation may render the Proposal non-responsive.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

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

B6.10 Proposals shall be submitted to:

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

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

B7. PROPOSAL (SECTION A)

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

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

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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

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

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

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services, filling out Form P: Person Hours, summarizing all applicable Fees. At a minimum this should include the total Fees for all disciplines including:
- (a) Project Planning;
 - (b) Public Engagement and School Travel Planning; and
 - (c) Preliminary Design.
- B8.2 The approved funding for the Wolseley to Downtown Corridor Study and Design is \$240,000.
- B8.3 The City, at its discretion, may negotiate fees for Detailed Design, Contract Administration and Post Construction Services with successful Proponent when the Preliminary Design phase is near complete. This scope change would be subject to a satisfactory offer and approval of the Award Authority.
- B8.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.4.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.5 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.6 The Fee Proposal shall also include an allowance of up to a maximum of 10% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation (geotechnical) services, Underground Structures acquisitions, public engagement in-person event logistics, required Hydro-Vac to expose utilities, closed circuit television (CCTV) sewer inspection, materials testing, soils and hazardous materials investigation during construction.
- B8.7 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include details demonstrating the history and experience of both the Proponent and its Subconsultants, where three projects should be submitted for the Proponent and each Subconsultant in providing programming; pedestrian and cycling planning and design, management of the project, public engagement and school travel planning services on projects of similar complexity, scope and value. This includes working within a complex urban environment with an established residential neighbourhood and business community.
- B9.2 For each project listed in B9.1, the Proponent and any of its Subconsultants should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original contracted cost and final cost;
 - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately), including the year(s) the project took place;
 - (e) description of how public feedback was integrated into the decision-making process;
 - (f) project owner;
 - (g) reference information (two current names with telephone numbers per project)
 - (i) Other sources not named in references may be contacted to verify the work.

B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B10.1 Roles of each of the Key Personnel in the Project should be identified in an organizational chart for the Project. Identify the lead person for each discipline or work unit, as well as:

- (a) the person responsible for Quality Control/Quality Assurance, who should be part of the Proponent, and separate from the core project team;
- (b) the Personnel carrying out the essential work of the study and design of a bicycle facility (the transportation engineering, planning and design), who should be part of the Proponent;
- (c) the Registered Engineer in Manitoba who will certify the study and design, who should be part of the Proponent.

B10.2 Key Personnel of the Project should include:

- (a) A project manager.
- (b) A bicycle facilities design expert whose regular duties includes designing bicycle facilities, with extensive experience in the successful design of a variety of complex bicycle facilities, including those in highly developed urban areas.
- (c) A public engagement expert, who should be the discipline lead, whose regular duties include engaging the public on complex and high risk projects, with transportation projects being preferred.
- (d) A school travel planning specialist, who has experience in working with schools and area youth to increase the number of students walking and cycling to school.

B10.3 Proposals should include, in tabular form:

- (a) Names of Key Personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager;
 - (i) Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.
 - (ii) Any professional whose charge out rate equals or exceeds one hundred dollars per hour should also be considered Key Personnel.
 - (iii) The total number of staff working on the project should be listed to demonstrate that there are adequate resources available to complete the work.
 - (iv) The Key Personnel experts' roles throughout the project should be demonstrated so that there is a clear understanding of how the experts will be used throughout the project. The bicycle facilities design expert will sign off on all drawings that are provided to the City.
 - (v) Substitutes or back-up personnel should not be listed in the proposal.
- (b) The experience and qualifications of the Key Personnel assigned to the Project, for projects of similar complexity, scope and value, is to include: job title, educational background and degrees, professional affiliation, years of experience on projects administered for the City of Winnipeg, years of experience in current position, and years of experience in planning and design or public engagement.
 - (i) In addition to B10.2(c), the experience of the public engagement expert should include completion of the IAP2 Foundations/Certificate courses, Emotion, Outrage and Public Participation/ Strategies for Public Opposition & Outrage in Public Participation, or related public engagement courses.
- (c) The percentage of their average weekly available time to be dedicated to this Project, which considers their overall workload on other projects internal and external to the City of

Winnipeg. This is to provide an understanding of the overall available time for the Project with respect to overall workload on other projects.

- B10.4 For each person identified in B10.3, list at least two projects comparable in complexity, scope and value, in which the person listed did comparable work and played a comparable role proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Year(s) the project took place.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.2 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements, including any innovation to be used to perform the Scope of Services identified;
 - (b) the team's understanding of the urban design issues;
 - (c) the team's understanding of bicycle and pedestrian planning and facility design issues;
 - (d) the team's understanding of the public engagement requirements in the submission of a public engagement plan, including how it integrates into the planning and decision-making process;
 - (e) the team's understanding of school travel planning and how it integrates into the planning and decision-making process;
 - (f) all activities and services to be provided by the City;
 - (g) the deliverables of the project;
 - (h) the City's Project methodology with respect to the information provided within this RFP;
 - (i) the proposed Project budget; and
 - (j) any other issue that conveys your team's understanding of the Project requirements.
- B11.3 Describe how the bicycle facilities design expert, as identified in B10.2(b), will be integrated into the design process, so that the evaluation committee has a clear understanding of the use of the expert in the delivery of this Project.
- B11.4 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B11.4.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.4.2 The Personnel on Form P: Person Hours should match those listed in B10, where the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4 should be listed.
- B11.4.3 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.4.

B12. PROJECT SCHEDULE (SECTION F)

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software that clearly identifies the Critical Path, complete with resource assignments, durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services identified in D4.

- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design phases of the Project. Reasonable times should be allowed for completion of these processes.
- (a) The schedule should include project update meetings that occur every two weeks and includes relevant project personnel as required, including the City's Project Manager.
 - (b) It is expected that public engagement materials used for the project will need to be submitted for review and approval before providing to the public:
 - (i) All relevant materials will need to be posted online 2 weeks prior to an in-person event;
 - (ii) The anticipated review period for materials will be 4 weeks.
 - (c) The schedule should demonstrate total completion by June 1, 2019.

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

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

that could or would be seen to:

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

B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and

- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

- B15.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
 - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and

- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B15.4 The Proponent leading the project shall include the Key Personnel, as identified in B10.1(b) and B10.1(c), to carry out the essential work of the study and design of a bicycle facility.

B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B15.6 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 9 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work 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 9 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

- B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
 - (c) Fees; (Section B) 10%
 - (d) Experience of Proponent and Subconsultant; (Section C) 15%
 - (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
 - (f) Project Understanding and Methodology (Section E) 45%
 - (g) Project Schedule. (Section F) 5%

- B21.2 Further to B21.1(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.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.4.1 Further to B21.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the Maximum Total Fee amount as shown on Form P: Person Hours and B8.2.**
- B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10
- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 5 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B22.5.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) 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

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Tiffany Skomro, Project Coordinator – Transportation Division

Telephone No. 204 770-6583

Email Address: tskomro@winnipeg.ca

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

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

D3. BACKGROUND

D3.1 In November 2011, City of Winnipeg Council approved the Transportation Master Plan (TMP), which outlines Key Strategic Goals that provide the underlying principles for the development of these projects.

D3.2 On July 15, 2015 City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS), which provide a vision and roadmap for the future of walking and cycling in Winnipeg. The process and associated results of the work to be performed for the projects within this Bid Opportunity must meet the Vision and Goals set forth in the PCS. The PCS are available at <http://walkbike.winnipeg.ca>

D3.3 On December 13, 2017 City of Winnipeg Council approved the 2018 Pedestrian and Cycling Action Plan that authorizes the Public Service to proceed with the project described in this Bid Opportunity.

D3.4 A Key Direction of the PCS is to develop local bicycle networks for each neighbourhood that connect to the spine network and to the Downtown.

(a) PCS Map 4.8 shows Wolseley Avenue/Westminster Avenue/Balmoral Street/Granite Way to be an important part of the network.

D3.5 As part of the 2016 Pedestrian and Cycling Action Plan, a neighbourhood greenway design was completed along Ruby Street/Banning Street to link the Wolseley and West Alexander neighbourhoods, providing an important north-south connection. The final design for this project will need to align with the Ruby Street design. More information on this study and design can be found on www.winnipeg.ca/walkbikeprojects under Completed Projects.

D3.6 This study will develop a connection from the Wolseley neighbourhood to the Downtown. The facility will connect:

(a) to the Omand Park path at Raglan Road/Wolseley Avenue at the west;

(b) east/west through Wolseley Avenue/Westminster Avenue, Balmoral Street, and Granite Way; and

(c) to the half-signal at Osborne Street at the east.

- D3.7 This facility will need to connect to existing facilities on Sherbrook Street/Maryland Street.
- D3.8 This facility will need to consider connections to facilities proposed in the PCS, which would be implemented in the future. This includes recommending any refinements to the PCS that become evident.
- D3.9 The goals of this project are to balance the needs of stakeholders and transportation system users to improve travel choices, accessibility and connectivity within the Wolseley neighbourhood and to the Downtown. The facility should:
- (a) allow people of all ages and abilities to safely walk or bike east/west along the corridor from the Wolseley neighbourhood to downtown/future potential Osborne to Downtown Walk Bike Bridge;
 - (b) provide infrastructure that will support, encourage and increase the number of students walking or biking to school; and
 - (c) start and end at logical and safe locations such that new gaps in the network are not created.
- D3.10 A Preliminary Study and Design (class 3 estimate) is to be developed that considers the feedback of stakeholders and the public, and will work closely with area schools and the community so that support is gained for future facility use. Multiple options will be generated and evaluated through a set of criteria before determining a preferred design that will set the foundation for effective progression of future design and construction of the facility.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Professional Consulting Services in accordance with the following:
- (a) Project Planning as outlined in D5;
 - (b) Preliminary Design as outlined in D6; and
 - (c) Public Engagement and School Travel Planning as outlined in D7.
- D4.2 Where applicable, designs must reference and address the following:
- (a) Appropriate geometric and transportation standards and guidelines set by the Transportation Association of Canada (TAC);
 - (b) City of Winnipeg's *Transportation Standards Manual* (Draft 2012)
<http://citynet/PW/Transportation/TransportationFacilitiesPlanning/TransportationStandardsManual-FinalDraft-2013.pdf>
 - (c) City of Winnipeg's *Accessibility Design Standards*(May 2015)
http://winnipeg.ca/ppd/Universal_Design.stm
 - (d) City of Winnipeg's *Universal Design Policy*
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
 - (e) City of Winnipeg's *Tree Planting Details and Specifications Downtown Area and Regional Streets* (May 2009);
 - (f) City of Winnipeg's *Tree Removal Guidelines*;
 - (g) City of Winnipeg's *Pedestrian and Cycling Strategies*;
 - (h) The current edition of *The City of Winnipeg Standard Construction Specifications*;
 - (i) Current and best practices in pedestrian and cycling infrastructure design.
- D4.3 The potential for future contracts, for Detailed Design, Contract Administration and Post Construction Services:
- (a) *Asset Management – Project Management Manual* (2015)
<http://www.winnipeg.ca/finance/pdfs/ipd/manuals/ProjectManagementManual.pdf>

D5. PROJECT PLANNING

- D5.1 Confirm the Scope of Work and extents of the Study Area required using professional engineering judgement.
- D5.2 The Proponent will be responsible for project reporting and support to the City's Project Manager in accordance with the City of Winnipeg's Project Management Manual at <http://winnipeg.ca/finance/infrastructureplanning/camp.stm#3>, and templates at <http://winnipeg.ca/finance/infrastructureplanning/camp.stm#4>
- D5.3 Prepare a Project Schedule for the entire project, broken down to an acceptable, measurable level and provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City, which should be submitted monthly and not be tied to invoicing. Monthly status reports provided to the Project Manager should include but not be limited to;
- (a) Progress on tasks since previous reports;
 - (b) Planned accomplishments for next period;
 - (c) Project schedule update;
 - (d) Project budget update;
 - (e) Identify potential problems, risks, concerns, etc. for the project, which will include a risk register;
 - (f) Fee invoices that include a list of each person charging time to the Project and the percentage of those people's efforts relative to the current monthly statement and overall project to date.
- D5.4 Develop a series of goals and performance measures consistent with City of Winnipeg policies and planning documents to guide the design process:
- (a) Confirm the project objectives and define the design intent.
- D5.5 Review adjacent land use as required to ensure that the bike corridor is compatible with the neighbouring land uses.
- D5.6 Perform a transportation facilities needs assessment for each mode of transportation:
- (a) Perform a pedestrian facilities needs assessment:
 - (i) Identify transit stops locations, conditions, amenities, and identify possibilities for improvement.
 - (ii) Identify possibilities for pedestrian environment improvements, such as:
 - ◆ Provision for wider sidewalks, possible encroachment opportunities, lighting requirements, conformance to CPTED (Crime Prevention Through Environmental Design) principles, accessibility issues, shared spaces, pedestrian rest areas, etc.
 - (iii) Identify locations for new, modifications to, or upgrades to existing crossing controls where warranted.
 - ◆ Assess warrant and safety of crossings following TAC (Transportation Association of Canada) Pedestrian Crossing Control Guide for crossings.
 - (b) Perform a cycling facilities needs assessment:
 - (i) Identify connectivity requirements to the cycling network.
 - (ii) Confirm routes and facility types.
 - (iii) Optimize the cycling network in the area, using adjacent streets for routing if necessary.
 - (iv) Identify locations for crossing control upgrades where warranted.
 - (v) Identify needs and location for bicycle parking.
 - (c) Perform a vehicular needs assessment:

- (i) Review required routes for delivery and service trucks to accommodate the functional geometric design process.
 - (ii) Review and identify existing loading and parking restrictions and provide recommendations for modifications, considering the implications for disabled parking and loading.
 - ◆ Provide recommendations for required parking utilization studies as required to support design decisions.
 - (iii) Provide recommendations for the required lane widths and lane types.
 - (iv) Gain a technical understanding of the traffic requirements to understand the implications and opportunities for integrated all modes of transportation.
 - (v) Provide a traffic review to quantify changes in peak period performance relative to existing conditions by any proposed changes at signalized intersections with Regional Streets. The traffic review should quantify the impacts on the surrounding area transportation network.
 - (vi) Identify any geometric deficiencies with existing roadways.
 - (vii) Provide a Transit needs assessment, taking into consideration upgrades to stops, lane widths, bus shelters, etc.
- (d) Active & Safe Routes to School best practices shall be considered in pedestrian and cycling planning and design.
- D5.7 Acquire and review related reports and historical information, where available, within the Project limits and review as related to this Project.
- (a) Acquire and review the historical and as-built drawings within Project limits from Underground Structures.
- D5.8 Identify high risk utilities and provide recommendations for further studies required to aid in accommodating those utilities during the detailed design and construction phases.
- D5.9 Coordinate with all internal and external stakeholders.
- (a) Confirm proposed pedestrian and cycling facility widths, geometry, and features with City of Winnipeg's Transportation Division in the Public Works Department.
 - (b) Coordinate relevant intersection designs with the City of Winnipeg Traffic Signals Branch.
 - (c) Coordinate design impacts with Transit, Fire Paramedic, Universal Design, Winnipeg Parking Authority, etc.
 - (d) Consult with the Water & Waste Department (WWD) to identify short term and long-term system improvements.
- D5.10 Right-of-way Planning:
- (a) Prepare conceptual cross sections that will facilitate discussion with stakeholders and the public that show the existing and proposed cross sections, and shall include all required elements and dimensions.
 - (b) Prepare overall large scale plans of the area that summarizes possible transportation facility improvements, infrastructure improvements or required treatments to facilitate discussions with stakeholders and the public.

D6. PRELIMINARY DESIGN

- D6.1 A Preliminary Design and class 3 cost estimate will be needed for the bike facilities. Preliminary Design Services associated with the Contract are described in Appendix A.
- D6.2 The development of a concept should be based on the result of the compilation of the technical work and public engagement process that will visually present the optimal design to allow for effective communications with the public and to set the foundation for effective progression of future design phases. It will also be used to mitigate potential risks in project progression.

- (a) While it is anticipated that the bike facility upgrades would be implemented in conjunction with street renewal programs over the course of several construction seasons, the scope of work should include consider using short-term Adjustable Protected Bike Lanes. Further information on Adjustable Protected Bike Lanes:
<http://winnipeg.ca/publicworks/pedestriansCycling/walkbikeprojects/westAlexander-EastExchangeCorridor.stm>
- (b) Adjustable Protected Bike Lanes are bike lanes that are physically separated from lanes of traffic and pedestrian facilities using a variety of options. The layout and installation can be easily modified based on actual performance and on-going public engagement. The implementation can be done reasonably quickly and is cost effective.

D6.3 Deliverables shall include:

- (a) Geometric design criteria submitted at the outset of the project.
- (b) Technical briefing memo for the project that quantifies all implications associated with the bicycle facility, and includes a public engagement report for the project.
- (c) Plan View and Cross-Sectional drawings depicting the design in a presentable manner for the public to easily interpret. The plan shall be drawn with technical accuracy.
- (d) Details and relevant information for all required geometric improvements and/or new facilities.
- (e) Preliminary design drawings for the facility that includes:
 - (i) Existing curbs lines, buildings, transit facilities, utilities, trees/planters, property lines, and other existing features.
 - (ii) Existing and proposed parking and loading areas.
 - (iii) Plan view and profiles, confirming positive drainage and limits of work, prepared to a 30% complete level of a detailed design.
 - (iv) All pavement markings and signage in accordance with the City's Standards and Practices.
 - (v) All traffic signal modifications.
 - (vi) Facility streetscaping and landscaping.
 - (vii) Any property requirements or easements drawings as necessary for the facility.
 - (viii) Transit facilities.
- (f) Class 3 Cost Estimates for an adjustable design, using the City's BOE templates.
- (g) Traffic Study results.
 - (i) Where recommended infrastructure changes include the addition of specific bicycle phasing at signalized intersections, or changes to vehicle phases as a result of bicycle facility, the impact to the vehicle phase's level of service should be reviewed in accordance with D 5.6 (c).
- (h) Loading and Parking assessment.

D7. PUBLIC ENGAGEMENT AND SCHOOL TRAVEL PLANNING

D7.1 Public engagement is an integral part of the project, which will allow better decisions to be made, incorporating the interests and concerns of affected stakeholders, while meeting the needs of the City. This approach will provide greater transparency in the decision-making process and provide for a more sustainable solution.

D7.2 School Travel Planning (STP) will support the development of the preliminary design, engaging the youth in the area, identifying opportunities for enhancing walking, cycling and other active modes of transportation within the defined area that supports active living.

- (a) The main objectives of using the STP process are to ensure that schools and youth are adequately engaged in the development of the design. This work will be integrated into the overall project study and will not be a separate process. The STP process can be modified to find process efficiencies with the overall project to ensure that the stated budget is met.

- (b) School Travel Plans are not expected to be developed as an output of the project.
- (c) Schools that should be engaged: Mulvey School, Wolseley School and Laura Secord School. Laura Secord School is the only school that has completed the STP process.

D7.3 Proponents are to submit a Public Engagement plan for the project as part of the proposal submission. The Public Engagement Expert will work with the project manager and team to iteratively review and adjust the Public Engagement Plan and process as may be necessary over the course of the project. The project manager and team will sign off on all PE plans, communications and activities.

D7.4 Develop a Public Engagement Plan that follows best practices as set out by IAP2, and will also be based on School Travel Planning best practices. The Plan will be innovative and follow a variety of approaches to public engagement to ensure that processes are open and transparent, and captures the broadest range of feedback. PE activities and events will genuinely seek input and feedback, rather than seek validation of proposed solutions. This includes:

- (a) Delivery timelines, which also includes the public's role in the decision-making process, the decision points within the overall project, along with the scope of decisions to be made at the points.
 - (i) Strengths, barriers and issues around neighbourhood mobility and traffic safety should be identified.
 - (ii) Options should be presented for consideration and feedback.
 - (iii) The recommended design should allow for final thoughts to be captured as part of the final report.
 - (iv) The public and stakeholders should have a clear understanding of how input was considered, as well as the steps following project.
- (b) Approaches to identifying and mapping, meeting with and establishing relationships with key stakeholders. Key stakeholders include, but are not limited to, fronting and area businesses and residents, schools, cyclists, neighbourhood associations, residents associations or groups, BIZ's, Active Transportation Advisory Committee, the accessibility community/Access Advisory Committee, etc.
- (c) Strategies that will allow for feedback to be provided at in-person events and online, providing multiple opportunities for participation.
 - (i) Strategies proposed should be innovative and consist of a variety of approaches, allowing for a diverse range of perspectives to be heard, including difficult to reach stakeholders. This may include specific outreach efforts, using Photo Voice, etc.
 - (ii) In-person events should take place at locations being considered along the routes, using innovative tactics like bike lane pop-ups, user rides on the routes, etc.
 - (iii) School Travel Planning data collection processes should be considered, such as surveys (in-class, take-home), walkabouts, online mapping, etc.
 - (iv) Online feedback should include methods for receiving feedback through mapping, surveys, etc. Any proposed technology to be use must be identified in the proposal, where the cost will be included as part of the project cost.
 - (v) All information and feedback gathered will be digitized in accessible and machine-readable format, and will be compiled and analyzed using a consistent and systematic process for both qualitative and quantitative data. All raw data, including verbatim comments and scans of hard copy surveys, will be provided to the City at the end of the project.
- (d) Approaches to ensure that an adequate amount of feedback is being received for the project, and that demographics of participation reflect identified groups. This includes providing regular updates during public feedback periods, as well as providing strategies that will address any gaps in feedback responses.
- (e) Approaches to promoting and communicating project work, continually reviewing methods and adapting as needed to ensure that adequate feedback is received. This also includes:

- (i) Developing a communications strategy that will include key messages that should be used throughout the project, ensuring relevance as the project progresses. The public should understand the project's goals, rationale and the pedestrian and cycling infrastructure design best practices used in developing the design.
 - (ii) Drafting all communications and public engagement materials so that they are easy for the public to understand (plain language content), using City of Winnipeg templates and branding where available, including, but not limited to:
 - ◆ Website content to post project information on the City's website, including a project background, timeline, study map, the design, and regular updates.
 - ◆ Content for in-person and online engagement opportunities.
 - ◆ Promotion plans for all engagement opportunities, utilizing multiple and varied methods of notification.
 - ◆ Email updates to stakeholders and the public.
 - (iii) Coordinating all stakeholder mailings, including compiling and coordinating mailing and distribution list, and keeping an email list that can be used to send project updates. An extensive stakeholder list will be maintained that includes contact information and correspondence with stakeholders, which will be provided to the City at the end of the project.
 - ◆ Stakeholder correspondence logs and lists may be requested by the project team during the project.
 - (iv) Including the use of infographics both as a report back mechanism, but also as a promotion tool that stakeholder groups can use to help promote through their networks.
- (f) Other information as necessary.

D7.5 Final reports on the public engagement processes will be posted online so that stakeholders can see how their input has been considered and used. This should also include interim summaries following each public engagement phase. This includes:

- (a) Cataloguing all public input and project response to it;
- (b) Summary document and infographics that explain findings in an easy to understand manner and that can be posted on the project's website;
- (c) A detailed record of all promotions and communications, attendance numbers and dates of events;
- (d) A summary of findings and results, as well as detailed analysis of any feedback provided;
- (e) Other information as required.

D7.6 The City will cover expenses for public engagement activities including, for example, venue rental charges, equipment rental, catering for snacks and refreshments, translation, printing, postage, courier, newspaper advertising, photocopying, etc. subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host public events. The Proponent will be responsible for booking venues for public events.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D9. INSURANCE

- D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D9.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$250,000 per claim and \$500,000 in the aggregate.
- D9.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D9.3 The policies required in D9.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D9.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D9.2(a) and D9.2(c).
- D9.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D9.8.
- D9.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D9.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D9.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D10. COMMENCEMENT

- D10.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D10.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the insurance specified in D9;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.3 The City intends to award this Contract by July 27, 2018.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
 - (b) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public.
 - (c) communicating with residents and homeowners in person or by telephone;
- E1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/>; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- E1.2 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- E1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm>
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- E1.2.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Project Manager.
- E1.3 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Project Manager with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- E1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in E1.1.
- E1.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in E1.1.

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING