



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 103-2009

RESIDENTIAL LAND AND INFILL STRATEGY

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
------------------	---

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Proposal Submission	2
B7. Proposal	2
B8. Project Proposal	3
B9. Capability/Experience of the Consulting Team	3
B10. Fees and Expenses	3
B11. Qualification	4
B12. Opening of Proposals and Release of Information	4
B13. Irrevocable Offer	5
B14. Withdrawal of Offers	5
B15. Interviews	5
B16. Negotiations	5
B17. Evaluation of Proposals	6
B18. Award of Contract	6

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Strategy Description	1
D3. Scope of Work	1
D4. Requirements of the City of Winnipeg	3
D5. Schedule	3
D6. Definitions	3
D7. Contract Administrator	4
D8. Confidentiality and Ownership of Information	4
D9. Notices	4
D10. Indemnity	5

Submissions

D11. Authority to Carry on Business	5
-------------------------------------	---

Schedule of Work

D12. Commencement	5
-------------------	---

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 RESIDENTIAL LAND AND INFILL STRATEGY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 3, 2009.

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 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 B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D7.1.

B3.2 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.

B3.3 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.

B3.4 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.

B3.5 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.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 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.

B4.2 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.

B5. ADDENDA

B5.1 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.

B5.2 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.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Qualifications and Experience;
 - (c) Project Proposal;
 - (d) Capability/Experience of the Consulting Team;
 - (e) Fees and Expenses.
- B6.2 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.
- B6.2.1 Bidders should submit one (1) unbound original (marked "original") and one (1) copies.
- B6.3 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B6.5 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B6.5.1 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.
- B6.6 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.7 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7. PROPOSAL

- B7.1 The Bidder 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 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.

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 Bidder shall identify a contact person who is authorized to represent the Bidder 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 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.

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 "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.

B8. PROJECT PROPOSAL

B8.1 Bidders should submit a corporate proposal detailing the Bidders ability to effectively manage this specific type and scope of work including, but not limited to the following:

- (a) a schedule with the timelines as indicated in D3.3;
- (b) availability for meetings with staff;
- (c) previous experience in management of similar projects.

B9. CAPABILITY/EXPERIENCE OF THE CONSULTING TEAM

B9.1 Bidders should include the following information:

- (a) relevant experience in work of a similar nature;
- (b) personnel – key staff qualifications and experience.

B10. FEES AND EXPENSES

B10.1 The total project budget for this study is set at a maximum of \$100,000 (including GST and disbursements). The total upset amount shall take into account, but not be limited to, the need for regular consultation and progress meetings with the Project Manager.

B10.2 Payments to the Consultant shall be limited to the negotiated upset amount unless otherwise agreed to in writing. Arrangements for progress payments shall be negotiated between the Consultant and the Project Management Committee at the preliminary meeting.

- B10.3 The Consultant shall be responsible for all production costs.
- B10.4 The Bidder shall submit a detailed listing of all fees and costs associated with the recommended campaign. No claim shall be made by the successful Bidder for payment of service and/or materials not identified in the Proposal Submission.
- B10.4.1 Notwithstanding C11.1.1, Fees 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.
- B10.5 Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

- B11.1 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.
- B11.2 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 website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B11.3 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);
- B11.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B12.1 Proposals will not be opened publicly.
- B12.2 After award of Contract, the name(s) of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B12.3 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.

B12.4 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.

B13. IRREVOCABLE OFFER

B13.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B13.2 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.

B14. WITHDRAWAL OF OFFERS

B14.1 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.

B14.1.1 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.

B14.1.2 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.

B14.1.3 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 B14.1.3(b), declare the Proposal withdrawn.

B14.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B13.2 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.

B15. INTERVIEWS

B15.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B16. NEGOTIATIONS

B16.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B16.2 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.

- B16.3 If, in the course of negotiations pursuant to B16.2 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.

B17. EVALUATION OF PROPOSALS

- B17.1 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) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 and B6.1(b) and B6.1(d); | Pass/Fail |
| (c) Project Proposal | 40% |
| (d) Capability/Experience of the Consulting Team | 40% |
| (e) Fees and Expenses | 20% |

- B17.2 Further to B17.1(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.

- B17.3 Further to B17.1(b), 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.

- B17.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.1(a) and B17.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

- B17.5 Further to B17.1(c), Project Proposal will be evaluated considering the Bidder's Proposal or in other information required to be submitted

- B17.6 Further to B17.1(d), Capability/Experience of the Consulting Team will be evaluated considering the Bidder's Proposal or in other information required to be submitted.

- B17.7 Further to B17.1(e), the Fees and Expenses .will be evaluated with a weighting of 20 points out of a total of 100 possible points. As such, the lowest Bidder shall receive the full 20 points, and the second lowest Bidder and subsequent Bidders shall be prorated accordingly. The Award Authority may reject a Proposal as being non-responsive if the Fees and Expenses are over the amount stated in B10.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B18.2 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.

- B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 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.

B18.3.1 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.

B18.4 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.

B18.5 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.

B18.6 Acceptance of any Purchase Order confirms that all material created for this Contract, be it conceptual, written, illustrated, artwork, "digital or otherwise", and that all rights to this creative material both present and future remain the property of the City of Winnipeg. The Contractor is responsible for the prompt delivery of any Contract components that may be requested to be returned to the City of Winnipeg.

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 website 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. STRATEGY DESCRIPTION

D2.1 The City of Winnipeg is currently developing a new official plan to replace Plan Winnipeg 2020 Vision – which was adopted in 2001. A key component of this planning process will be the development of a comprehensive Residential Lands and Infill Strategy that will focus on identifying ways for the City to attract and accommodate residential growth and change of land use and related elements in the most sustainable ways. Emphasis will be on mixed use, higher density development, particularly around rapid transit nodes.

D2.2 Concurrent with the Plan Winnipeg initiative, the City is implementing the first phase of its proposed rapid transit system. In September 2008, the City, Province of Manitoba, and the Federal Government announced \$138 million in funding to construct the first stage of the Southwest Rapid Transit Corridor within the 2009 – 2011 timeframe. When completed, the Southwest Rapid Transit Corridor will link downtown Winnipeg with the University of Manitoba campus. It will provide significant opportunities for infill development, greyfield redevelopment, and neighbourhood densification on lands in close proximity to the corridor and associated stations.

D2.3 The work to be carried out for this project should start at the macro-level, assessing overall residential requirements over the next 25 years and provide a sense of the evolving development patterns that are anticipated. The project should also explore financial, regulatory, participation and educational tools to promote and facilitate the sustainable development of infill and area redevelopment lands in the city.

D2.4 The Residential Lands and Infill Strategy ultimately aims to promote healthy, complete, sustainable communities where people can live, work and play. The following principles will guide the project:

- (a) Capitalizing on existing community assets;
- (b) Encouraging walkability;
- (c) Creating a culture of sustainability;
- (d) Creating strong, compact and complete neighbourhoods;
- (e) Promoting development that pays for itself;
- (f) Promoting vertical and horizontal mixed use development.

D2.5 The Residential Lands and Infill Strategy will be produced using a combination of in-house expertise and technical assistance through a consultant team(s).

D3. SCOPE OF WORK

D3.1 The work to be done under the contract shall consist of:

Deliverables:

D3.2 The following are the deliverables required for this project:

- (a) A comprehensive strategy document that identifies greenfield, infill and redevelopment lands most appropriate to accommodate sustainable residential growth and infrastructure requirements against possible urban growth scenarios;

- (b) A policy framework to support anticipated growth scenario(s):
 - (i) Greenfield;
 - (ii) Infill;
 - (iii) Area Redevelopment Lands.
- (c) Process tools to better facilitate an understanding of infill development, area redevelopment and higher densities;
- (d) Participation and education tools to better inform the public on benefits of successful infill development and densification with a focus upon Area Redevelopment showcasing TOD, given the introduction of rapid transit in Winnipeg;
- (e) Financial Tools (Tax Increment Financing, Development Cost Charges, Grants, etc.) to finance growth and promote sustainable development.
- (f) Legislative changes to promote residential growth that is logical, sustainable and maximizes the use of existing land.

Steps to be undertaken

D3.3 Identify land most appropriate to accommodate residential growth.

- (a) Assess the short, medium and long term housing demand by density at both regional and city levels **Timeline – March 2009 to April 2009**
 - (i) Economic development framework;
 - (ii) Demographic growth;
 - (iii) Household growth by type and tenure;
 - (iv) Household growth by density;
 - (v) Regional market share capture description.
- (b) Assess the adequacy of the residential land supply **Timeline – March 2009 to April 2009**
 - (i) Assess the adequacy of the existing supply to accommodate potential demand over the short, medium and long term;
 - (ii) Assess additional land requirements under a “current trend” scenario.
- (c) Consider policy factors that could influence alternative urban growth scenarios **Timeline – April 2009 to June 2009**
 - (i) Opportunities and policy for intensification within existing neighbourhoods;
 - (ii) Opportunities for promoting mixed use development;
 - (iii) Rapid transit nodes and secondary plan design options;
 - (iv) Opportunities for encouraging innovative design;
 - (v) Sustainable principles;
 - (vi) Infrastructure requirements (soft and hard infrastructure).
- (d) Select likely areas to accommodate residential development **Timeline – May 2009 to June 2009**
 - (i) Infrastructure requirement to support brownfield and greenfield development;
 - (ii) Available amenities;
 - (iii) Financial strategies to promote effective and timely delivery of infrastructure.
- (e) Select likely areas for intensification and area redevelopment **Timeline – May 2009 to June 2009**
 - (i) Define a policy rationale and guidelines to support a.) intensification and b.) area redevelopment;
 - (ii) Infrastructure requirements to support intensification and area redevelopment with detailed attention being paid to the transportation system;
 - (iii) Provide process tools to better facilitate an understanding of area redevelopment and higher densities;

- (iv) Set the stage for Winnipeg's first TOD centric development.

D3.4 Explore Tools to support Sustainable Growth Objectives. Timeline – May 2009 to July 2009

- (a) Detailing the tools that are available to the City to finance growth and promote sustainable development. This may include, but is not limited to the following:
 - (i) Tax Increment Financing;
 - (ii) Development Cost Charges;
 - (iii) Provincial / Federal Grants;
- (b) Detailing Legislative changes to promote residential growth that is logical, sustainable and maximizes the use of existing land.
- (c) Identifying best practices in residential development (ie. Leed-ND).

D3.5 Other Considerations

- (a) Work with the Project Management Committee to confirm the goals of the project.
- (b) Develop a research Plan that will address these identified needs.
- (c) Report regularly to the Project Coordinator on the progress of the work.
- (d) Present progress reports to the Project Management Committee with possible presentation of a final report to Council during a seminar.
- (e) Submit the following:
 - (i) ten (10) copies each (8.5 x 11 format) of the interim reports and the draft final reports;
 - (ii) one unbound camera-ready copy of each of the interim reports and the draft final reports;
 - (iii) twenty-five (25) copies of the final reports;
 - (iv) Microsoft Word 2000 disk and camera-ready copy of the final reports;
 - (v) Presentation tables, charts, maps, plans, etc.

D4. REQUIREMENTS OF THE CITY OF WINNIPEG

- D4.1 The City of Winnipeg (Planning and Land Use Division) will be the contracting authority and will designate a Project Coordinator. Invoices, requests for information, data, meetings etc. and submissions shall be processed through the Project Coordinator.
- D4.2 The City of Winnipeg (Planning and Land Use Division) shall establish a Project Management Committee comprised of staff representatives from relevant Divisions, Departments and agencies. The role of the Project Management Committee shall be to provide direction for the project. The Project Coordinator shall be responsible for arranging meetings of the Project Management Committee, and shall be responsible for providing the Consultant with direction as a result of the meetings of the Committee.
- D4.3 All public communications associated with the project will be the responsibility of the Project Management Committee and will be subject to the requirements of the City of Winnipeg.

D5. SCHEDULE

- D5.1 It is the intent of the City of Winnipeg that the project commences immediately upon the award of the contract.
- D5.2 It is anticipate that the project be completed within seven (7) months of the award unless otherwise agreed by the parties.

D6. DEFINITIONS

- D6.1 When used in this Request for Proposal:

- (a) **“may”** indicates an allowable feature which will not be evaluated;
- (b) **“must”** or **“shall”** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (c) **“Proposal”** means the offer contained in the Proposal Submission;
- (d) **“Proposal Submission”** means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (e) **“Request for Proposal”** means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (f) **“should”** indicates a desirable feature which will be evaluated on a relative scale.

D7. CONTRACT ADMINISTRATOR

D7.1 The Contract Administrator is:

Brett Shenback
Planner – Plan Winnipeg Initiative
Planning, Property and Development
15-30 Fort Street
Winnipeg MB R3C 4X5
Telephone No. (204) 986-5549
Facsimile No. (204) 986-7524
bshenback@winnipeg.ca

D7.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D8. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D8.1 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.

D8.2 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.

D8.3 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.

D9. NOTICES

D9.1 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

D10. INDEMNITY

D10.1 Notwithstanding C16, the Contractor shall indemnify the City for the Contract value.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

D11.1 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.

SCHEDULE OF WORK

D12. COMMENCEMENT

D12.1 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.

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

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D11;

D12.3 The City intends to award this Contract by March 9, 2009.