



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 120-2009

**TRAFFIC IMPACT STUDY, COMMUNITY PROFILE AND COMMUNITY
FACILITATION**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 TRAFFIC IMPACT STUDY, COMMUNITY PROFILE AND COMMUNITY FACILITATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 9, 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) Campaign Proposal;
 - (d) Portfolio;
 - (e) Fees.
- 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 four (4) 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. CAMPAIGN PROPOSAL

B8.1 Bidders shall submit a corporate proposal detailing the Bidder's ability to effectively manage this specific type and scope of campaign and should include the following for each of the five (5) projects identified below:

- (a) experience in development of Community Profiles and Community Facilitation;
- (b) experience related to the development of Active Transportation facilities;
- (c) experience in conducting traffic impact studies;
- (d) the number of projects, each requiring a Traffic Impact Study, Community Profile and Community Facilitation, that the firm can run concurrently.
- (e) success of past projects.

B8.2 Project One - Assiniboine Bikeway

B8.2.1 The goal for the Assiniboine Bikeway is the development of a Bike Boulevard. The Bikeway includes Assiniboine Avenue from Osborne Street to Main Street and includes the development of improved pedestrian and cycling crossing facilities where Assiniboine intersects with Osborne Street and Main St. Review of these crossing facilities should consider the City's warrant criterion for traffic control options.

B8.2.2 Four possible options have been developed by the City of Winnipeg for the development of a bike boulevard on Assiniboine Avenue

- (a) Option 1. Includes the closure of Assiniboine Avenue between Main Street and Fort Street in the interests of reducing automobile traffic;

- (b) Option 2. Includes the removal of all parking on the south side (east bound direction) of Assiniboine. The space made available from the parking lane would be utilized to install a bike lane in each direction on Assiniboine Avenue;
- (c) Option 3. Includes the changing of Assiniboine Avenue to a one-way street east bound, which will allow the removal of one automobile lane. This will allow the installation of a bike lane in each direction on Assiniboine Avenue.
- (d) Option 4. Includes only the installation of bike route signage to encourage cyclists and automobiles to share Assiniboine Avenue. The consultant will be expected to also analyze any other feasible options identified through the Community Profile process.

B8.2.3 A Traffic Impact Study will be required. The Traffic Impact Study needs to include an assessment of the traffic impacts on the street in question, as well as on adjacent streets and at adjacent intersections as a result of any diverted traffic, of any options being considered. These impacts need to be identified and considered before any changes are made to the streets in question. The evaluation of the impacts could preclude certain options from being considered for implementation on particular streets.

B8.2.4 Some traffic data are available for Assiniboine Avenue and all cross streets between Osborne Street and Main Street relating to each of the above options. If additional data is required it will be the responsibility of the Contractor to acquire said data.

B8.3 Project Two - Alexander/Pacific Bikeway

B8.3.1 The goal for the Alexander/Pacific Bikeway is the development of a Bike Boulevard intended to connect the two Red River College Campuses. The bikeway generally includes Alexander Avenue, Pacific Avenue, and Elgin Avenue west between Princess Street and King Edward Street. Options for the development of a bike boulevard have not been developed and that will be one of the responsibilities of the Contractor.

B8.3.2 A Traffic Impact Study will be required. The Traffic Impact Study needs to include an assessment of the traffic impacts on the street in question, as well as on adjacent streets and at adjacent intersections as a result of any diverted traffic, of any options being considered. These impacts need to be identified and considered before any changes are made to the streets in question. The evaluation of the impacts could preclude certain of the options from being considered for implementation on particular streets.

B8.3.3 Some traffic data may be available for the project. If additional data is required it will be the responsibility of the Contractor to acquire said data.

B8.4 Project Three - Bannatyne/McDermot Bikeway

B8.4.1 The goal of the Bannatyne/McDermot Bike Lanes project is to develop the best possible bike accommodation along the streets of Bannatyne Avenue and McDermot Avenue from Waterfront Drive to Sherbrook Street. Options for the development of the bike lanes or other on road cycling infrastructure have not been developed and that will be one of the responsibilities of the contractor.

B8.4.2 A Traffic Impact Study will be required. The Traffic Impact Study needs to include an assessment of the traffic impacts on the streets in question, as well as on adjacent streets and at adjacent intersections as a result of any diverted traffic, of any options being considered. These impacts need to be identified and considered before any changes are made to the streets in question. The evaluation of the impacts could preclude certain of the options from being considered for implementation on particular streets.

B8.4.3 Some traffic data may be available for the project. If additional data is required it will be the responsibility of the contractor to acquire said data.

B8.5 Project Four - Eugenie/Des Meurons Bikeway

B8.5.1 The goal for the Eugene/Des Meurons Bikeway is the development of a bike boulevard to connect the Norwood Bridge with St. Boniface and St. Vital. The bikeway generally includes Eugene Street from St. Mary's Road to the Pedestrian/cycling Bridge over the

Seine River at Edgewood Street. The bikeway also includes Rue Des Meurons from Eugene Street to Fermor Avenue. Options for the development of a bike boulevard have not been developed and that will be one of the responsibilities of the contractor.

B8.5.2 A Traffic Impact Study will be required. The Traffic Impact Study needs to include an assessment of the traffic impacts on the streets in question, as well as on adjacent streets and at adjacent intersections as a result of any diverted traffic, of any options being considered. These impacts need to be identified and considered before any changes are made to the streets in question. The evaluation of the impacts could preclude certain of the options from being considered for implementation on particular streets.

B8.5.3 Some traffic data may be available for the project. If additional data is required it will be the responsibility of the contractor to acquire said data.

B8.6 **Project Five - Pembina Highway**

B8.6.1 The goal of the Pembina Highway project is to determine the best method by which the cycling environment can be improved on Pembina Highway from Osborne Street to Plaza Drive.

B8.6.2 A Traffic Impact Study will be required. The Traffic Impact Study needs to include an assessment of the traffic impacts on the street in question, as well as on adjacent streets and at adjacent intersections as a result of any diverted traffic, of any options being considered. These impacts need to be identified and considered before any changes are made to the streets in question. The evaluation of the impacts could preclude certain of the options from being considered for implementation on particular streets.

B8.6.3 Some traffic data may be available for the project. If additional data is required it will be the responsibility of the contractor to acquire said data.

B8.7 **For each of the above projects the following will be conducted:**

- (a) A Community Profile will be developed to identify key organizations and stakeholders that are interested or affected by each project. The information that is gained through this study will be important in ensuring that the project planning process integrates transportation planning and engineering considerations with community planning in its social, economic, environmental and land use dimensions.
- (b) Stakeholder Facilitation will be conducted to develop consensus regarding which potential project treatment will be implemented.

B8.8 **Project Deadlines**

B8.8.1 It is critical that the traffic studies and public consultation portions of all five (5) of the above projects be completed and verbal recommendations regarding project treatments are submitted to the City by June 22, 2009. The final written report is due by July 31, 2009. These deadlines are required so that the recommended project treatments can be implemented in the 2009 construction season.

B9. **PORTFOLIO**

B9.1 Bidders shall include a minimum of two (2) samples of similar campaigns that demonstrate capability of the Bidder. Samples can be returned following vendor selection, if requested.

B10. **FEES**

B10.1 The Bidder shall submit a detailed listing of all fees and costs per project. No claim shall be made by the successful Bidder for payment of service and/or materials not identified in the Proposal Submission.

B10.1.1 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.

B10.2 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 provide, in his Proposal:

- (a) Qualifications/Professional Experience of the Bidder;**
- (b) Personal Profiles of individuals assigned to the project, and any Subcontractors.**

B11.5 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.

B11.6 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 B6.1(b), B6.1(d) and B11 and; | Pass/Fail |
| (c) Campaign Proposal | 30% |
| (d) Portfolio | 40% |
| (e) Fees | 30% |

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), the Campaign Proposal will be evaluated considering the Bidder's Proposal or in other information required to be submitted.

B17.6 Further to B17.1(d), the Portfolio will be evaluated considering the Bidder's Proposal or in other information required to be submitted.

B17.7 Further to B17.1(e), Fees will be evaluated with a weighting of 30 points out of a total of 100 possible points. As such, the lowest Bidder shall receive the full 30 points, and the second lowest Bidder and subsequent Bidders shall be prorated accordingly.

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. PURPOSE

D2.1 The City of Winnipeg has recently (April 2007) implemented an Active Transportation Program. This program includes the development of several transportation facility types that are new in the City of Winnipeg. Examples of these facilities include: Bike Lanes, special lanes on roadways specifically dedicated for the use of cyclists; Sharrows, specially widened curb lanes intended to be shared by vehicles and cyclists side by side; and Bike Boulevards which are roadways where non-local vehicle traffic is discouraged and cycling traffic is encouraged. There are many different techniques that can be utilized to implement each of the above. Each technique has strengths and weaknesses and may or may not be appropriate for any roadway depending on the characteristics of the neighbourhood where their implementation is proposed.

D2.2 Experience with the development of the City's first Bike Boulevard (Argue St closure done through the WinSmart Program) suggests that the public consultations required (public Open Houses and Public Hearings) for the development of Bike Boulevards is inadequate to properly engage the important stakeholders that are affected by the project. As a result the City intends to enhance the Public consultation component in future Active Transportation projects such as the Assiniboine; Alexander/Pacific and the Powers Bikeways. The enhanced model includes the development of a Community Profile, which is intended to identify the important stakeholders that will be affected by the project along with their concerns. The next step in the process is to get these stakeholders together for a facilitated planning process in order to reach consensus regarding the possible options for facility development.

D2.3 The goal of the two processes is to create opportunities for public involvement in the planning process that leads to a preferred option that will be selected based on the following criteria: technically sound; reflect the needs of the community and City in general; cost-effective; environmentally responsible and safe; and is generally understood and accepted by most of those affected.

D3. COMMUNITY PROFILE

D3.1 The purpose of the Community Profile will be to identify key organizations and stakeholders that are interested or affected by "The Project". The information that is gained through this study will be important in ensuring that the project planning process integrates transportation planning and engineering considerations with community planning in its social, economic, environmental and land use dimensions.

D4. STAKEHOLDER FACILITATION

D4.1 The purpose of the Stakeholder Facilitation is to develop consensus regarding which possible project treatment should be completed.

D5. SCOPE OF WORK

D5.1 The Work to be done under the contract shall consist of:

D5.2 The purpose of the Community Profile will be to identify key organizations and stakeholders that are interested or affected by "The project". The information that is gained through this study will be important in ensuring that the project planning process integrates transportation planning

and engineering considerations with community planning in its social, economic, environmental and land use dimensions.

- D5.3 The purpose of the Stakeholder Facilitation is to develop consensus regarding which possible project treatment should be completed

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.
- (g) “**Bike Boulevards**” are streets that have been modified to encourage cycling and discourage automobile traffic. To achieve this, “traffic calming” measures such as right-of-way closures and traffic circles can be installed.

D7. CONTRACT ADMINISTRATOR

- D7.1 The Contract Administrator is:

Kevin Nixon
Active Transportation Coordinator
101-1155 Pacific Avenue
Winnipeg MB R3E 3P1
Telephone No. (204) 986-4966
Facsimile No. (204) 986-7020

- 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 April 17, 2009.