



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 771-2012

**PROPOSAL FOR CONSULTING SERVICES FOR THE CORYDON-OSBORNE
NEIGHBOURHOOD PLAN – FINAL PHASE**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROPOSAL FOR CONSULTING SERVICES FOR THE CORYDON-OSBORNE NEIGHBOURHOOD PLAN – FINAL PHASE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 30, 2012.

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 (RFP), 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 RFP 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 RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 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.
- B5.2.1 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 it 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 (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) Project Understanding and Methodology (Section C) in accordance with B9;
 - (b) Experience of Proponent and Subconsultants (Section D) in accordance with B10;
 - (c) Experience of Key Personnel Assigned to the Project (Section E), in accordance with B11;
 - (d) Corporate Profile and Award History (Section F), in accordance with B12; and
 - (e) Project Schedule (Section G) in accordance with B13.
- B6.3 Further to B6.1, 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, to constitute a responsive Proposal.
- B6.4 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") and three (3) copies, plus one (1) copy in Adobe PDF or MS Office compatible electronic format on a standard CD for sections identified in B6.1 and B6.2. If there is any discrepancy between the electronic version and the hard copy, the original hard copy shall take precedence.
- B6.5 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.6 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.
- B6.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B6.9 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 its 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 D6 Scope of Services.

B8.2 The Bidder should note that the combined Fee for Service for all phases, disbursements and travel expenses should not exceed \$100,000 (in Canadian dollars), not including the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST).

B8.3 Further to B8.1, the Bidder shall provide a breakdown of the Detailed Prices as follows:

- (a) Fees for any sub-contractors needed to assist with the assignment;
- (b) Fees stakeholder/public consultation meetings and internal meetings;
- (c) Fees for report preparation;

- (d) Disbursements (including printing/photocopying, fax charges, long distance charges, travel, incidentals, couriers, photographs, computer processing time and charges, etc.)

B8.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.5 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION C)

B9.1 The Proponent should submit:

- (a) A concise statement outlining the proponent's philosophy and approach to the Project based on a firm understanding of the Project objectives.
- (b) A methodology presented in accordance with the Scope of Services identified in D6.
- (c) A description of the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B9.2 Proposals should address:

- (a) the team's understanding of challenging public consultation scenarios;
- (b) the team's understanding of best practices in public engagement;
- (c) the team's understanding of the City's Project methodology with respect to the information provided within this RFP; and
- (d) any other issue that conveys your team's understanding of the Project requirements.

B9.3 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D6.

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION D)

B10.1 The qualifications of key consulting team members assigned to the project for projects of comparable size and complexity, including educational background and degrees, professional recognition, job title, years of experience in current position and years of experience with existing employer will be considered in the selection process.

B10.2 Proposals should include details showing:

- (a) Demonstrated success working with multiple stakeholder groups and advisory committees. Proven experience in stakeholder engagement along with the design and delivery of community engagement models.
- (b) Demonstrated experience in conflict resolution and the ability to reach agreement and generate results by facilitating groups with diverse opinions and perspectives.
- (c) A proven track record of developing and leading change initiatives. This includes demonstrated experience in change management and change communications.
- (d) Qualified professional planner and Member, Canadian Institute of Planners (CIP) or American Institute of Certified Planners (AICP) with knowledge of the planning framework, function of neighbourhood plans and the planning approval process.
- (e) Demonstrated experience in design and delivery of recognized models of public engagement. Experience in facilitating groups with diverse opinions and perspectives in order to build engagement and consensus towards a solution.
- (f) Demonstrated experience in planning, urban design and Transit Oriented Development concepts, principles, tools and techniques.
- (g) Demonstrated experience in economic and land development.
- (h) Demonstrated experience in the practice of planning including expert knowledge of the planning framework, function of neighbourhood plans and the planning approval process.

- (i) Demonstrated experience with design and delivery of stakeholder and public consultation programs focused on urban design and placemaking at a neighbourhood scale.
- (j) Demonstrated experience working in a variety of urban municipalities.

B10.3 For each project listed in B10.1, the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) the client;
- (d) reference information.

B10.3.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.4 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.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION E)

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, including the principals-in-charge, designated project manager and supporting team members. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in public engagement, urban design, land use policy and regulation, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. 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 or client;
- (d) Reference information.

B12. CORPORATE PROFILE AND AWARD HISTORY (SECTION F)

B12.1 Provide general firm profile information of the Bidder's Team, including description of the history of the firm(s); years in business; and any other pertinent information.

B12.2 Provide a list of project awards by the proponent. For each project in this list, include the name of the principal-in-charge and the Project manager.

B13. PROJECT SCHEDULE (SECTION G)

B13.1 Proponents should present a carefully considered Critical Path Method schedule, complete with resource assignments (key personnel), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B14. QUALIFICATION

B14.1 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) shall have a team leader and/or team members who are a member of the Canadian Institute of Planners (CIP) or American Institute of Certified Planners (AICP);

B14.2 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>

B14.3 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 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) demonstrate a high level of competency in the areas of:
 - (i) Conflict Management;
 - (ii) Interpersonal Savvy;
 - (iii) Political Savvy;
 - (iv) Negotiating;
 - (v) Problem Solving.

B14.4 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. ELIGIBILITY

B15.1 Various organizations provided investigative services with respect to this Project. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure and related information. The organizations are:

- (a) Prairie Architects Inc.
- (b) Hilderman Thomas Frank Cram
- (c) Stevenson Advisors
- (d) MMM Group
- (e) Jess Dixon
- (f) Chris Leskiw and Associates

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

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

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent 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.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 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 Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw its 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.

B19.2 The City may request references from the short list of qualified firms being interviewed.

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 or otherwise, 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 B14: | (pass/fail) |
| (c) Fees; (Section B) | 5% |
| (d) Project Understanding and Methodology (Section C) | 20% |
| (e) Experience of Proponent and Subconsultants; (Section D) | 25% |
| (f) Experience of Key Personnel Assigned to the Project; (Section E) | 25% |
| (g) Corporate Profile and Award History (Section F) | 15% |
| (h) Project Schedule. (Section G) | 10% |
- 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 The Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown in B8.2.
- B21.4.2 The Total Bid Price shall be evaluated with a weighting of 5 points out of a total of 100 possible points. As such, the lowest Bidder shall receive the full 5 points, and the second lowest Bidder and subsequent Bidders shall be pro-rated accordingly.
- B21.5 Further to B21.1(d), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.6 Further to B21.1(e), 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.

- B21.7 Further to B21.1(f), 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.
- B21.8 Further to B21.1(g), Corporate Profile and Award History will be evaluated considering the level of recognition attained by the Proponent and Key Personnel Assigned to the Project.
- B21.9 Further to B21.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.10 Notwithstanding B21.1(d) to B21.1(h), where Proponents fail to provide complete responses to B6.2(a) to B6.2(e), the score of zero will be assigned to the incomplete part of the response.

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 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B22.5.1 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 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(n).

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) 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:
Barry Thorgrimson, Director
Planning Property and Development Department
Email: bthorgrimson@winnipeg.ca
Telephone No. 204 986-8165
Facsimile No. 204 947-2284
- D2.2 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.
- D2.3 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.
- D2.4 Proposal Submissions must be submitted to the address in B6.8

D3. BACKGROUND

- D3.1 The neighbourhood plan process began in February 2011. The project web site provides detailed information on the consultation process and resources available. See <http://www.winnipeg.ca/PPD/Corydon>.
- D3.2 A consultant was contracted March 2011 to lead the stakeholder and public engagement program and provide urban design advisory services. The public consultation process kicked off with a set of two design workshops, followed by a public open house to present the results. A second set of open houses was held to review the draft urban design directions which would form the backbone for the Plan. Real Estate and Parking studies were also conducted by separate consultants to inform the drafting of the Plan.
- D3.3 The City assembled a Community Planning Advisory Committee of 14 members to participate in the planning process from volunteers who expressed an interest at the design workshops. The Committee consists of a balance of local residents and members from the business community, institutions and community organizations. They bring local knowledge to the process and advise the City on community expectations.
- D3.4 During the consultation process, it became apparent that there was a gap in expectations regarding community consultation and representation, the role of the Plan, project timing and alignment with OurWinnipeg and Complete Communities.
- D3.5 The City's Executive Policy Committee has requested a strategy to complete the planning process and deliver a neighbourhood plan with the intent being to:
- (a) give all stakeholders a voice in the process;
 - (b) have a functional Community Planning Advisory Committee that is able to provide high quality advice and recommendations;

- (c) have a Plan that aligns with OurWinnipeg and Complete Communities (See <http://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/CompleteCommunities.Jul26.2010.pdf>);
- (d) have a Plan that can proceed smoothly through the approval process.

D4. OBJECTIVES OF THE PLAN

- D4.1 The Corydon Osborne Neighbourhood Plan will be a tool to help mediate issues arising from change. It will guide decision-makers on public realm improvements, and shape the form and design of new construction in a manner that:
- (a) implements key OurWinnipeg and Complete Community concepts and strategies at the neighbourhood level;
 - (b) lays out a 20 year vision that capitalizes on the Osborne rapid transit station and the Corydon Avenue mixed-use corridor;
 - (c) implements the policies of the Transit Oriented Development Handbook (<http://www.winnipeg.ca/ppd/tod/Handbook.stm>);
 - (d) enables pedestrian-oriented, mixed-use infill development;
 - (e) addresses sustainability issues.

D5. DESCRIPTION OF THE PLAN AREA

- D5.1 The 1.2 square kilometre Corydon Osborne area is located adjacent to and overlapping with the Osborne Village Neighbourhood Plan area to the northeast. (See http://www.winnipeg.ca/PPD/planning_secondary_adopted_Osborne.stm.) The Corydon-Osborne Neighbourhood Plan boundaries are illustrated on the project website at the following link: <http://www.winnipeg.ca/ppd/corydon/> and include the entire Corydon Avenue Business Improvement Zone and approximately 400 metres north and south (about a five minute walk) including the Osborne Rapid Transit Station.
- D5.2 This is a neighbourhood of tremendous assets and tremendous opportunities. The introduction of rapid transit with a stop at Osborne and Jessie is expected to support new, transit-oriented development in the areas near the station. Corydon will continue to see growth in the form of commercial mixed-use, and there continues to be interest in residential infill throughout the neighbourhood.

D6. SCOPE OF SERVICES

- D6.1 The Services required under this Contract shall consist of a review of the Corydon-Osborne planning process and outcomes to date, and guidance in the completion of the public consultation and drafting of the Plan in accordance with the following:
- (a) Review and evaluate planning process to date, per E2.2;
 - (b) Develop a strategy for stakeholder engagement, per E2.3;
 - (c) Participate with the Public Service in delivery of the consultation program and drafting of the Plan, per E2.4;

D7. DEFINITIONS

- D7.1 When used in this Request for Proposal:
- (a) "Plan" means the Corydon-Osborne Neighbourhood Plan.
 - (b) "Public Service" means the staff of the City of Winnipeg.

D8. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D8.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D8.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D8.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D8.4 A Contractor who violates any provision of D8 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

D10. INSURANCE

- D10.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D10.2 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, Contractor'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;
 - (v) 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 Services. 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.
- (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 \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D10.2.1 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.
- D10.3 The policies required in D10.2(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.
- D10.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D10.2(a).
- D10.5 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 D10.10.
- D10.6 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.
- D10.7 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.
- D10.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D10.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D10.8.
- D10.10 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

D11. COMMENCEMENT

- D11.1 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.
- D11.2 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 D9;
 - (ii) evidence of the insurance specified in D10;

- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D11.3 The City intends to award this Contract by December 21, 2012.

D11.4 Critical Stages

- (a) Complete evaluation of process and project work to date - January 31, 2013
- (b) Submission of Report and Recommendations - February 14, 2013
- (c) Completion of Draft Plan preparation and public engagement program - April 30, 2013
- (d) Submission of Report Addendum - May 31, 2013

MEASUREMENT AND PAYMENT

D12. INVOICES

D12.1 Further to C11, the Contractor shall submit an invoice following each module to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-0864
Email: CityWpgAP@winnipeg.ca

D12.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12.4 Bids Submissions must be submitted to the address in B6.8.

D13. PAYMENT

D13.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D14. PAYMENT SCHEDULE

D14.1 Further to C11, payment shall be in accordance with the following payment schedule:

- (a) 25% at completion of Report and Recommendations;
- (b) 50% at completion of public engagement process and draft Plan;
- (c) 25% at completion of Addendum report.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These specifications shall apply to the Work.

E2. SERVICES

E2.1 The scope of work involves a review and evaluation of the planning and public engagement program to date and to provide recommendations along with a strategy in order to ensure there is fair and appropriate representation of all stakeholders in the community including residents, business, and residential developers. The consulting team will undertake a review and evaluation of the Corydon Osborne Advisory Committee model, the community planning process, to date, with the goal of restoring confidence and re-establishing open and respectful two-way communications channels. The Consulting Team should work collaboratively with the public service, neighbourhood residents, neighbourhood businesses and local development industry in order to prepare a plan that is inclusive of a public engagement program lead by the Consultant.

E2.2 Undertake a review and evaluation of the planning process to date

- (a) Review the public engagement and stakeholder consultation program and evaluate the Advisory Committee model and its operations to date and make recommendations to ensure it includes a fair and balanced representation from across the community (ie apartment, duplex, and rooming house tenants, single family and condo homeowners, landowners, and business owners).
- (b) Conduct an independent review of work completed to date, including all written documentation in order to ensure alignment with *OurWinnipeg* and the *Complete Communities Direction Strategy*.
- (c) Summarize findings of the process evaluation. Identify any strengths, weaknesses and gaps in the planning process and draft report or components thereof. Suggest improvements for future consideration in similar mid-level planning projects – what are the lessons learned?
- (d) Recommend methodology to complete preparation of Framework and the Plan and share it with stakeholders in order to ensure future discussions focus on a process to resolve all identified issues, concerns and content gaps to ultimately gain the majority agreement of the Advisory Committee.
- (e) Provide an assessment of the draft Plan document relative to its alignment with City policies, project objectives and stakeholder input.

E2.3 Develop a Strategy that is inclusive of all stakeholders in the community

- (a) Identify innovative approaches/techniques that can be applied for public engagement and neighbourhood development inclusive of a vision for the area.
- (b) Utilize Best Practices/Case Studies from other cities and recommend what has worked in other cities for projects of a similar scale and neighbourhood context.
- (c) Develop and lead a proposed program for public and stakeholder engagement leading to completion of the Plan incorporating opportunities for city-wide input into the planning and stakeholder engagement process.
- (d) Provide recommendations on review of the Advisory Committee membership and composition to ensure there is fair and appropriate representation of all stakeholders in the community including residents, businesses, residential developers, and others (i.e. Tourism Winnipeg).

- (e) Provide recommendations on the appropriate planning framework to define and achieve the vision for the neighbourhood which is aligned with City policies, project objectives and stakeholder input.

E2.4 Work collaboratively with the Public Service to deliver the Plan and engagement program

- (a) Act as Chair and/or facilitator for Advisory Committee meetings to review the draft Plan and to seek concurrence in the delivery of all objectives in order to have a plan that it is ready to be presented at a public hearing.
- (b) Determine best methods/format to receive Advisory Committee input on the draft Plan.
- (c) Work collaboratively with the Public Service to deliver a public and stakeholder engagement program, ensuring a balance of input across various stakeholder groups.
- (d) Work with the Project Team to deliver a draft Plan that aligns with *OurWinnipeg* and *Complete Communities* concepts and strategies.
- (e) Provide direction on strategies for plan implementation and recommend any implementation tools for innovative approaches to support economic development in the area, public realm improvements, urban design guidelines and any possible by-law changes to support the plan (i.e. zoning map changes, text amendments, new zoning districts, new design and development standards, form based zoning approaches, Planning Development Overlays, etc).

City's Role

E2.5 The City has an established Project Manager and Project Team consisting of staff from the Planning Property and Development Department.

E2.6 A Technical Advisory Committee (TAC) has also been previously established comprised of technical representatives from multiple City departments and outside agencies including: Winnipeg Parking Authority, Winnipeg Housing and Homelessness Initiative, Winnipeg Police Service, Public Works, Community Services, Winnipeg Transit, Water and Waste, Winnipeg Fire Paramedic Service, Manitoba Hydro. The TAC is chaired by the Project Manager. TAC meetings can be held periodically during the Plan drafting period to receive technical input. The City can organize the TAC meetings and they will be held in a City facility.

E2.7 The City can assist with the preparation and production of all public and stakeholder presentation and consultation materials and coordination of consultation events. City staff can be available as support staff and facilitators at these events.

E2.8 The City will lead the public communication for the Project with advice and assistance from the Contractor. The City will post information to the existing project website, and be responsible for any newspaper advertising, posters or other public notice for events.

E2.9 The City will participate in the drafting of the Corydon Osborne Neighbourhood Plan document, with a commitment to providing content (text and graphics), along with editing and formatting services.

E2.10 The City will cover administrative costs and expenses for public consultation events including, for example, venue rental charges, equipment rental, catering for snacks and refreshments, printing, postage, courier, newspaper advertising, photocopying. Wherever possible, City facilities will be used to host public events.

Deliverables

E2.11 The Contractor will be responsible for submitting the following deliverables:

- (a) Report and Recommendations
- (b) Report Addendum, including a final review and analysis upon completion of the project