



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 333-2015

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR REVIEW
OF THE RESIDENTIAL PARKING PERMIT PROGRAM AND LOADING ZONES**

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 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR REVIEW OF THE RESIDENTIAL PARKING PERMIT PROGRAM AND LOADING ZONES

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 1, 2015.
- 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 D2.1.
- 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 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

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

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 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 Proponent 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 Proponent 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) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
- (c) Project Understanding and Methodology (Section E) in accordance with B11; and
- (d) Project Schedule (Section F) in accordance with B12.

B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.5 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.7 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") and six (6) copies can be in any size format) for sections identified in B6.1 and B6.2.

B6.8 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

B6.9 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

B6.10 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.

B6.11 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.12 Proposals shall be submitted to:

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

B6.13 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 D4.1 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.5 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, data collection and process review services on up to three projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original proposed cost and final submitted cost;
 - (d) anticipated Project schedule and actual project delivery schedule, showing design/data gathering and report preparation separately;
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants, particularly with respect to experience with parking related work.

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

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and completion of similar review projects, 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 B10.1.1.

- B10.3 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;
 - (d) Reference information (two current names with telephone numbers per project).

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D3.1.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's understanding of the urban traffic management issues;
 - (c) the proposed Project budget;
 - (d) the City's Project methodology with respect to the information provided within this RFP; and
 - (e) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D3.1.

B12. PROJECT SCHEDULE (SECTION F)

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times should be allowed for completion of these processes.

B13. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) N/A

B14. 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;
- 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 construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- 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.
- B14.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.
- B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/>.
- B15.3 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.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 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.

B17. WITHDRAWAL OF OFFERS

- B17.1 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.
- B17.1.1 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.
- B17.1.2 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.
- B17.1.3 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 B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 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.

B18. INTERVIEWS

- B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

- B19.1 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.
- B19.2 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.
- B19.3 If, in the course of negotiations pursuant to B19.2 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.

B20. EVALUATION OF PROPOSALS

- B20.1 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) 40%
 - (d) Experience of Proponent and Subconsultants; (Section C) 20%
 - (e) Experience of Key Personnel Assigned to the Project; (Section D) 10%
 - (f) Project Understanding and Methodology (Section E) 20%
 - (g) Project Schedule. (Section F) 10%
- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(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.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 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.
- B21.2.1 Without limiting the generality of B21.2, 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.

- B21.3 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.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B21.5.1 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.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 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:

Colin Stewart

Email: colinstewart@winnipeg.ca

Telephone No. 204 986-7423

Facsimile No. 204 986-5155

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

D2.3 Proposal Submissions must be submitted to the address in B6.12

D3. BACKGROUND

D3.1 The City of Winnipeg, located in Manitoba, has a population of over 700,000 and is the capital of the Province. The central business district is comprised of a number of distinct areas and is governed by a separate zoning bylaw, creating distinct planning boundaries. Recent developments have resulted in the conversion of many disused warehouse type facilities to residential usage, resulting in an increased residential population and resulting parking demand.

D3.2 The central business district and its periphery are also home to both a major college and a full university campus.

D3.3 On-street parking in the central business district and in the vicinity of two major hospitals is managed by pay and display parking meters. Prices in the downtown vary from \$1 per hour in lower demand areas to \$2 per hour in higher demand locations. Payment is for a maximum of two hours, after which a vehicle must move, and is in effect from 8am to 5:30pm Monday through Saturday. Parking in the vicinity of the two hospitals is priced at \$2 per hour and may be purchased for a maximum of four hours.

D3.4 Many streets around the periphery of metered areas are also controlled through timed parking restrictions to ensure vehicle turnover. A number of residential streets throughout the city are also controlled through timed parking restrictions, primarily as a result of increased demand within the area that results from non-residential uses. Additionally, there are a number of 'destination' streets in older residential neighbourhoods where parking demands have an impact on the residential parking program.

D3.5 The current residential parking program has been in place in excess of 20 years, with only minor modifications made in 2006 and 2012, primarily related to renewal requirements and zone boundaries. Full guidelines relating to issuance of residential permits are located at Annex A.

D3.6 Currently there are three categories of curb-lane loading zones under the control of the Winnipeg Parking Authority:

- (a) Residential Loading Zones designed to accommodate pick-up and drop-off of disabled persons;
- (b) Commercial Loading Zones designed to serve the needs of a business; and
- (c) Institutional Loading Zones designed to accommodate the loading needs of an institution such as a school, nursing home or daycare. Further information related to loading zones is located at Appendix B.

D3.7 The Winnipeg Parking Authority is a Special Operating Agency of the City of Winnipeg mandated to administer public on-street parking. Monitoring of time restricted streets is carried out by Automated Licence Plate Recognition (ALPR) vehicles.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of a report outlining the results of the Consultant's study of curb lane usage with respect to the residential parking program and loading zones in accordance with the following:

- (a) Development of a public outreach strategy to gather data and input from potentially affected stakeholders;
- (b) A review of industry best practices and recommendations regarding policy adjustments for Winnipeg based on those best practices for:
 - (i) Management of curb lane residential parking in the Central Business District and immediate periphery;
 - (ii) Management of curb lane residential parking outside the Central Business District;
 - (iii) Where appropriate, specific recommendations for management of curb lane residential parking in the vicinity of 'destination' streets and in the vicinity of hospitals;
 - (iv) Management of curb lane loading zones for residential usage with recommendations for periodic renewal of the requirements for approval;
 - (v) Management of curb-lane loading zones for commercial usage with, where appropriate, specific recommendations for management of loading zones in the Central Business District, immediate periphery and in the vicinity of 'destination' streets and hospitals and
 - (vi) Management of curb-lane loading zones for institutional usage.

D4.2 Deliverables related to the above issues include report(s) in narrative and, where appropriate, graphic format which address the above items through the following:

- (a) A reformulated statement of the above noted issues, based on the Consultant's study and analysis;
- (b) A comparison of Winnipeg and other Canadian and similar sized US cities, of the following items related to residential parking permit programs:
 - (i) Number of permits issued per space at the block face level;
 - (ii) Eligibility criteria for issuance;
 - (iii) Pricing and renewal policy, including a discussion of proration of fees;
 - (iv) A discussion of, and identification of best practices, relating to graduated costing for additional permits;
 - (v) Guest/visitor permits, including numbers issued, methodology of administration;
 - (vi) A discussion of, and identification of best practices, relating to the issue of businesses in time restricted zones and methods for addressing their staff parking requirements;
 - (vii) Sizes and numbers of residential parking zones; and
 - (viii) Restrictions imposed on permits;
- (c) A comparative discussion of policy with respect to installation and removal of time restrictions on residential streets;

- (d) A comparative discussion of policy with respect to installation of loading zones in the curb-lane for residential, commercial and institutional use;
- (e) A comparison of Winnipeg and other Canadian and similar sized US cities of the following items related to loading zone programs:
 - (i) Number and size of commercial loading zones allowed per block face;
 - (ii) Eligibility criteria for approval and, where appropriate, renewal of requirement/approval for residential, commercial and institutional loading zones ;
 - (iii) A discussion of, and identification of best practices, relating to fees related to installation and, where appropriate, renewal of loading zones;
 - (iv) A discussion of, and identification of best practices, relating to specific 'hours of operation' for commercial loading zones; and
 - (v) A discussion of, and identification of best practices, relating to the issuance of and/or requirement for permits to utilize loading zones;
- (f) Recommended approaches and possible solutions to identified issues, with at least three courses of action (and a qualitative cost-benefit analysis of each);
- (g) Identification of policies and regulations which would require revision in order to implement the suggested proposals ; and
- (h) Estimated implementation costs for the proposed courses of action.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) “**Central Business District**” means the area within downtown defined by the Downtown Zoning Bylaw;
- (b) “**Destination Street**” means streets located in older residential areas within Winnipeg where amenities are such to create increased parking demand;
- (c) “**Metered Street**” means a street where payment of a fee, through the use of pay and display parking meters, is required to park for the allowed period of time;
- (d) “**Residential Parking Permit**” means a permit allowing a vehicle displaying same to exceed the posted restriction on a time restricted street;
- (e) “**Residential Parking Zone**” means a designated area within the City of Winnipeg in which a particular residential parking permit is valid;
- (f) “**Stakeholder**” means those individuals and/or organizations in a particular area which may be affected by a particular policy or change in policy. Dependent on the area, it may include residents, businesses, visitors and institutions.
- (g) “**Time Restricted Street**” means a street that, through posting of traffic control signs, limits the amount of time a vehicle may be parked without a valid residential permit.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D6.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant 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.

D6.4 A Consultant who violates any provision of D5.1(a) may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. INSURANCE

D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

(a) Comprehensive or Commercial General Liability Insurance including:

- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
- (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;

(b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

(c) Professional Errors and Omissions Liability Insurance including:

- (i) an amount not less than \$250,000 per claim and \$500,000 in the aggregate.

D8.2.1 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.

D8.3 The policies required in D8.2(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.

D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).

- D8.5 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 D8.8.
- D8.6 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.
- D8.7 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.
- D8.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D9. COMMENCEMENT

- D9.1 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.
- D9.2 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 D7;
 - (ii) evidence of the insurance specified in D8;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by September 25, 2015.

APPENDIX A – INFORMATION ON RESIDENTIAL PARKING PROGRAM

Time Limited Parking

(taken from <http://theparkingstore.winnipeg.ca/theparkingstore/parkingInfo/timeLimited.stm>)

The purpose of time limited parking is to generate turnover of transient parkers and a minimum of 15% availability of parking space at any given time in a particular location. Such restrictions will normally only be implemented upon submission of a completed request with supporting documentation to the Winnipeg Parking Authority.

Regulations

- The normal restriction will be for two (2) hours
- Restrictions will only be implemented for full blocks
- One (1) hour restrictions will only be implemented where a two hour restriction has been in place for a minimum of 12 months and where it can clearly be shown that the 2 hour restriction is not generating the appropriate level of turnover.

Residential Requests

- Time limited parking may be implemented following submission of a minimum supporting 70% petition from the registered home owners adjoining the street in the block in question.
- Only one registered home owner's signatures should appear on the petition per property.
- For multiple unit residential properties, one signature per unit is required and each unit will be factored in when calculating the 70% support.
- Occupants are to be advised by the applicant of the residential parking program. Information on the residential parking program is [available here](#).
- Petition forms are available in the Related Forms section at the top of this page.

Commercial Requests

- In commercial areas, the applicant is responsible for submitting a petition representing support from at least 70% of the property owners which front and/or about the affected street.
- Only one registered home owner's signatures should appear on the petition per property. For properties with multiple tenants, businesses, residents, etc. the petition signature should be provided by the property owner. In the event that the property owner's signature cannot be secured, the property manager's signature may be accepted.
- Petition forms are available in the Related Forms section at the top of this page.

Removal of Time Limited Parking

- Removal of time limited parking restrictions on public request requires a petition demonstrating 70% support for the removal from property owners.
- The Winnipeg Parking Authority may order the removal of a time limited parking restriction where the situation that resulted in the original installation no longer exists or where regular enforcement of the restriction that no restriction is required to generate turnover.

Residential Parking Program

(taken from <http://theparkingstore.winnipeg.ca/theparkingstore/parkingInfo/residentialParkingProgram.stm>)

Residential parking permit holders can only park in their specific residential zone and are required to obey all traffic by-laws, including all annual snow route bans, residential parking bans, and public works street works signs for spring street cleaning.

Residential Parking Programs help communities manage non-resident vehicles in their neighbourhood by restricting the amount of time non-residents can park. Through the permit system, residents can be exempted from timed restrictions.

Only one vehicle license plate will be allowed to be registered per residential parking permit. There continues to be a limit of 3 permits per residence.

Applying For a Residential Parking Permit

2014-2015 residential parking permits are available to residents who live on a residential street that have one or two hour residential time restrictions in place or where a meter was installed to replace the time restriction.

Please see below for what documentation is required when applying for a residential parking permit.

All outstanding fines and or balances must be paid in full prior to the renewal or issuance of a residential parking permits.

Permit Renewal

A renewal of your parking permit(s) require the same documentation as a new application would. Before coming to our office, please see below for what documents you will require.

As a green initiative please bring your expiring permit when you come in to apply. Failing to bring your current permit to renew will result in a lost permit fee of \$25.00.

All outstanding fines and or balances must be paid in full prior to the renewal or issuance of a residential parking permits.

If applying for a Residential Stadium Zone Event permit please see [Stadium Event Zone Permit Program](#).

Changes to Your Vehicle Information

Changes to the vehicles associated to your permit can be made by filling out the form below and providing to WPA. All vehicles displaying a valid permit must be registered prior to parking within your zone.

Required Documentation

Item 1: Identification

This identification must reflect your current address where you reside, usually a Driver's License or other ID with current address.

Item 2: Valid MPI Registration

Always bring your valid MPI registration for each vehicle that requires a permit, reflecting your current address where you reside. Post-office boxes are not accepted.

Item 3: Proof of Residence

Further documentation may be required if you are a dual citizen, student or if the vehicle is registered to a business or someone else.

- Piece of recently dated mail such as a utilities bill or credit card statement
- Current rental agreement

If...	Accepted Documentation
<p>Your vehicle is registered to someone else</p> <p>Declaration Form</p>	<ul style="list-style-type: none"> ▪ A signed declaration from the registered owner ▪ One piece of proof of residence that shows your address within the requested zone (Item 3) ▪ Identification and vehicle registration (Items 1 and 2)
<p>Your vehicle is registered to a business</p>	<ul style="list-style-type: none"> ▪ Each year a letter must be provided on company letter head. The letter must state that the vehicle is required to be taken home from work, your address within the requested zone and the license plate ▪ Proof of employment (business card, pay stub or T4) ▪ Identification and vehicle registration (Items 1 and 2)
<p>You're a dual citizen or have multiple residences</p>	<ul style="list-style-type: none"> ▪ One piece of proof of residence that show your address within the requested zone (Item 3) ▪ One piece of proof of residence that show your address outside the requested zone (Item 3) ▪ A signed declaration stating you reside within the boundaries for at least half the year ▪ Identification and vehicle registration (Items 1 and 2)
<p>You're a student from out of town</p>	<ul style="list-style-type: none"> ▪ One piece of proof of residence that show your address within the requested zone (Item 3) ▪ Each year or term a letter must be provided on your schools letterhead indicating you are a student at the school and the duration of your studies, if you are living in student housing, the address must also be included ▪ Identification and vehicle registration (Items 1 and 2)

Exceptions to Residential Parking Rules

Vehicles displaying a valid SMD permit for those with disabilities may park for up to four hours in time restricted areas.

Cost of Residential Parking Permit

- **Yearly price:** \$25.00 (pro-rated)
- **Replacement cost of a lost permit:** \$25.00
- **Stolen permit:** If your permit has been stolen, you can report the theft to Winnipeg Police and WPA will replace the permit at no cost when provided with a police report number.

All price amounts and fee's include 5% GST.

APPENDIX B – INFORMATION ON LOADING ZONES

Authority relating to the approval for installation and/or removal of residential and commercial loading zones has been delegated from the Department of Public Works to the Winnipeg Parking Authority. Requests for loading zones to service school student drop-off and pick-up must be submitted to the Transportation Division of the Department of Public Works.

The provision of a loading zone restricts the availability of on-street parking for general use. As a result, when loading zone requests are considered, the needs of the general street user for on-street parking will be balanced against the needs of specific users/property owners for loading zones.

Loading zones will not be installed where there is already a pre-existing parking restriction such as 'No Parking' or a rush hour route.

Residential Loading Zones

Residential loading zones may be installed to accommodate disabled persons being picked up by Handi-Transit. The following guidelines should be followed:

- Application may be made by submission of a service request through **311**.
- Loading zone applications must include either an SMD permit number or a Handi-Transit client number
- The application must be made by the owner of the property, or their legal representative, in front of which the loading zone is requested
- Approval of residential loading zones will normally only be for those time periods where loading is required
- Residential loading zones are normally 15 metres in length.

Commercial Loading Zones

Commercial, Industrial and Institutional Loading Zones will only be considered for approval upon request from a specific business. Application may be made by submission of a service request through **311**.

Application Guidelines

The following guidelines shall be followed in submission of a request for a commercial loading zone:

- Concurrence of the local Business Improvement Zone (BIZ) is required before an application will be processed. If the location of the applicant is not in a BIZ zone, the applicant should advise the Parking Authority of this at the time of submission of the application form;
- The applicant for the loading zone shall sign the section of the application form acknowledging that they understand that they will be provided with a cost estimate for the sign installation;

Guidelines for Installation

- Loading zones will not be installed where a public lane is present that provides reasonable access unless the loading can only occur on the fronting street;
- Loading zones will not be installed if the premises already makes use of a loading dock or bay;
- Loading zones will be part-time and will not exceed business hours of operation
- No more than one loading zone will normally be installed on any given block unless it can be clearly shown that a single loading zone is not functional.

Cost

Commercial loading zones are installed subject to actual cost recovery (including overhead costs) as adopted by City Council:

- Applicants will be provided with an estimate of all costs associated with the signing installation;
- Requests to adjust the location or time of loading zones will be considered as a new application and dealt with accordingly;
- Upon completion of the signage installation, the Traffic Services division of the Department of Public Works will bill the applicant;
- There is no charge for the removal of a loading zone.