



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 201-2017**

**REQUEST FOR PROPOSAL FOR THE DESIGN AND PRODUCTION OF A  
WINNIPEG PRINT AND DIGITAL CYCLING MAP**

**Proposals shall be submitted to:**

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

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

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

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	1
D5. Ownership of Information, Confidentiality and Non Disclosure	3

#### Submissions

D6. Authority to Carry on Business	3
D7. Insurance	3

#### Schedule of Services

D8. Commencement	4
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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR THE DESIGN AND PRODUCTION OF A WINNIPEG PRINT AND DIGITAL CYCLING MAP

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 24, 2017.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

## **B5. ADDENDA**

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 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 he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 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;
  - (b) Fees (Section B);
  - (c) Proposal Requirements
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
  - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
  - (d) Project Schedule (Section F) in accordance with B13.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and five (5) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

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

B6.10 Proposals shall be submitted to:

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

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

## **B7. PROPOSAL (SECTION A)**

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

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

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

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

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

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

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

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

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

## **B8. FEES (SECTION B)**

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

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.

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. PROPOSAL REQUIREMENTS**

B9.1 In accordance with B10, a portfolio of at least three and no more than five projects of work of similar scope, complexity and deliverables shall be included. The portfolio shall include:

- (a) Two projects of map design, and
- (b) One project of information and info graphic design projects.

B9.2 In accordance with B11, the Key Personnel at a minimum shall include:

- (a) A print and digital graphic designer,
- (b) A print and digital production specialist, and
- (c) A GIS data specialist

B9.2.1 Key Personnel may perform multiple roles as specified in B9.2.

## **B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B10.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in providing programming, design and delivery, management of the project and contract administration services.

B10.2 For each project listed in B10.1, the Proponent should submit:

- (a) description of the project;
- (b) brief history of the project process, outcomes and year(s) project took place;
- (c) role of the consultant;
- (d) project's original contracted cost and final cost;
- (e) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (f) project owner; and
- (g) reference information (two current names with telephone numbers per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.3 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.

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

- B11.1 Describe your approach to overall team formation and coordination of team members. Include an organizational chart for the Project, identifying the lead person for each discipline or work unit.
- B11.2 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 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.
- (a) 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 B10, provide only the project name and the role of the key person. For other projects provide the following:
- (i) Description of project;
  - (ii) Role of the person;
  - (iii) Project Owner;
  - (iv) Reference information (two current names with telephone numbers per project).

**B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B12.1 Describe your firm's project management approach and team organization, including the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project, 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.
- (a) Provide a Responsibility Assignment Task Matrix that demonstrates time estimates by work activity and in total, including hourly rates for each person identified in B9.2. The matrix is to summate each person's total labour cost and hours at the bottom of the matrix. The matrix is to summate the labour costs for each task. For each person identified, list the percentage of their overall available time to be dedicated to this Project with respect to their workload on other projects. This matrix will demonstrate the Proponent's understanding of the levels of effort required to successfully complete the project.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B12.3 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the team's understanding of the project deliverables;
  - (c) the team's understanding of the design issues, especially those that come with map and information design;
  - (d) the team's understanding of the map production issues,
  - (e) the team's understanding of the development and collaboration requirements that ensures that feedback is integrated into the final design;
  - (f) the proposed Project budget;
  - (g) the City's Project methodology with respect to the information provided within this RFP; and
  - (h) any other issue that conveys your team's understanding of the Project requirements.
- B12.4 For each person identified in B11.1, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

**B13. PROJECT SCHEDULE (SECTION F)**

B13.1 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.

(a) The Proponent's schedule should demonstrate total completion of the project by August 2017.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

**B14. DISCLOSURE**

B14.1 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.

B14.2 The Persons are:

(a) N/A

**B15. QUALIFICATION**

B15.1 The Proponent shall:

(a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and

(b) be financially capable of carrying out the terms of the Contract;

(c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;

B15.2 The Proponent and any proposed Sub-consultant (for the portion of the Services proposed to be subcontracted to them) shall:

(a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

(a) have successfully carried out services for the programming; design, production management and contract administration for design projects of similar complexity, scope and value; and to those required for this Project; and

(b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and

(c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

(d) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B15.4 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.

B15.5 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.

#### **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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.

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

#### **B17. IRREVOCABLE OFFER**

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

#### **B18. WITHDRAWAL OF OFFERS**

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

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are

imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B19. INTERVIEWS**

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

## **B20. NEGOTIATIONS**

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2 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 B15: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
- (f) Project Understanding and Methodology (Section E) 25%
- (g) Project Schedule. (Section F) 5%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B21.4.1 Further to B20.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B21.4.2 Further to B20.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.

- B21.4.3 The budget on Form B: Prices are inclusive for items 1 – 3, but excludes the budget for printing the maps.
- B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information provided in response to B10.
- B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity provided in response to B11.
- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization provided in response to B12.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project provided in response to B13.
- B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases or Specification.
- B22.5 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.
- 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).

- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

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

Stephanie Whitehouse, Active Transportation Coordinator

Telephone No. 204 986-4966

Email Address: [swhitehouse@winnipeg.ca](mailto:swhitehouse@winnipeg.ca)

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

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

#### D3. BACKGROUND

D3.1 The City of Winnipeg has produced a printed cycling map since 2009 that is available for free to the general public. The map provides cycle route information for existing and previously proposed on-road and off-road cycling facilities city-wide and includes additional map elements such as a legend, destinations, a street index etc. Digital pdfs of the map are available on the City of Winnipeg's website: <http://winnipeg.ca/publicworks/pedestriansCycling/maps/default.stm>

D3.2 The most recent version of the map was produced in 2014 and reprinted in 2015. The map is distributed at libraries, community centres, local bicycle shops and at special events such as Bike Week and the Commuter Challenge.

D3.3 The 2014 Winnipeg Cycling map was overseen by a steering committee made up of staff and volunteers from The City of Winnipeg, Bike Winnipeg, Green Action Centre, Winnipeg Trails, Climate Change Connections, Physical Activity Coalition of Manitoba, the WRENCH, and Manitoba Cycling Association.

D3.4 On July 15, 2015 City Council approved Winnipeg's Pedestrian and Cycling Strategies (PCS). The PCS direct the city to "continue to produce and annually update the City-Wide Cycling Map" (PCS, p 268).  
[\[http://www.winnipeg.ca/publicworks/pedestriansCycling/strategiesActionPlan/default.stm\]](http://www.winnipeg.ca/publicworks/pedestriansCycling/strategiesActionPlan/default.stm)

D3.5 The PCS provides direction for proposed future cycling facilities. The cycling map for this Project will no longer include proposed routes, as in previous years.

#### D4. SCOPE OF SERVICES

D4.1 The goals of this Project are to produce:

(a) a new, up-to-date, city-wide, printed Winnipeg Cycling Map; and

(b) a companion digital version of the map for use on The City's website [\[http://winnipeg.ca/publicworks/pedestriansCycling/maps/default.stm\]](http://winnipeg.ca/publicworks/pedestriansCycling/maps/default.stm) and for print by the general public.

D4.2 The map shall be designed such that it can be the foundation for future work that includes, but is not limited to, updates to the network, an online interactive map, an app, etc.

- D4.3 The map needs to accommodate:
- (a) all skill levels;
  - (b) cyclists interested in commuting and those interested in leisurely recreational trips; and
  - (c) users who know the city, new-comers, and visitors who are not familiar with the city.
- D4.4 Deliverables shall consist of the following research, development, design, and production specifications:
- (a) Preliminary recommendations of map design and content based on a review of best practices nationally and internationally in cycle map design for targeted end-users.
  - (b) Production of city-wide cycling map that provides continuous route options for safe and convenient travel, reflecting both existing infrastructure and recommended low traffic routes where no cycling facilities exist, based on the 2014 map and subject to verification with the Cycle Map Advisory Committee (CMAC), and including but not limited to the following recommended additional elements:
    - (i) areas of caution in route connectivity, subject to verification with the advisory committee;
    - (ii) parks, open spaces, schools, libraries, community centres, bike shops, bike parking, and other destinations and landmarks that will help to orient the user to their location, destinations and amenities;
  - (c) Content development, illustration and information design of additional map elements, including but not limited to a legend, cycling safety tips, facility type, signage and symbol definition/examples, street index, as recommended by the proponent and subject to verification and approval by the advisory committee.
  - (d) Collaboration with the CMAC identified and coordinated by The City, consisting of key stakeholders and City of Winnipeg Staff, at key stages during map creation, as recommended by the proponent and outlined in the Project Schedule (Section F).
  - (e) A minimum of three design passes, which includes presentation of the first design pass of map to a user-group for incorporation of feedback. The City will coordinate the user group and meeting time.
  - (f) A digital version of the final map for use online and for print by the general public. To reflect the public's printing capabilities the print format for the online version of the map may be different than the official printed map referred to above.
  - (g) Production of print ready files, along with print coordination with the City of Winnipeg Printing, Graphics and Mail Services;
    - (i) An official print ready version of the map must be formatted to make use of both sides and is folded to be presented in an attractive and user friendly format. The official printed version must strike a balance between legibility and portability.
  - (h) Provision of all original digital working files of the final, approved map including all information, high resolution images and artwork, that is compatible with future in-house updates as well as with future use in development of an interactive map and app.
  - (i) Provision of a French version of the map for use online, where translation of words will be provided by the City of Winnipeg.
- D4.5 The City will provide the following information and services to the successful Proponent:
- (a) A city-wide GIS base map with streets, parks, schools et al;
  - (b) GIS files of existing cycling facilities;
  - (c) Printed examples of previous cycling maps generated by The City;
  - (d) Recommended low traffic routes, provided as a list and as a map markup;
  - (e) French translation services of all final content. Final content for translation must be provided by the Proponent to The City in a Microsoft Word document; and

- (f) Coordination of all Cycle Map Advisory Committee meetings, Active Transportation Advisory Committee meeting and user-group meeting.

D4.6 There is no digital file available for the 2014 map.

D4.7 The following shall apply to the Services:

- (a) Winnipeg's Pedestrian and Cycling Strategies

<http://winnipeg.ca/publicworks/pedestriansCycling/strategiesActionPlan/pdf/strategy.pdf>

- (b) Universal Design Policy

<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

## **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 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.

D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D5.3 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.

D5.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 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.

### **D7. INSURANCE**

D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D7.2 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 \$2,000,000 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.
- D7.2.1 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.
- D7.3 The policies required in D7.2(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.
- D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).
- D7.5 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 D7.8.
- D7.6 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.
- D7.7 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.
- D7.8 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**

### **D8. COMMENCEMENT**

- D8.1 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.
- D8.2 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 D6;
    - (ii) evidence of the insurance specified in D7;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D8.3 The City intends to award this Contract by April 21, 2017.