



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 76 -2017

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
THE EAST FORT GARRY NEIGHBOURHOOD PEDESTRIAN AND CYCLING STUDY
AND LAKEWOOD SCHOOL TRAVEL PLAN**

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 THE EAST FORT GARRY NEIGHBOURHOOD PEDESTRIAN AND CYCLING STUDY AND LAKEWOOD SCHOOL TRAVEL PLAN

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 3, 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 (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.
- B6.4 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, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including tables, charts, drawings and schedule and four (4) bound 8.5" x 11" copies (tables, charts, drawings and schedule in copies only may be 11" x 17" folded to an 8.5" x 11" size) 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.
- B6.6.1 Further to B6.6, the Proposal shall be no more than 25 pages, exclusive of the required forms, cover page, table of contents, tables, charts, drawings and schedule. Failure to adhere to the page limitation may render the Proposal non-responsive.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

B6.8 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 D

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 D3.1 Scope of Services, including:
- (a) East Fort Garry Neighbourhood Pedestrian and Cycling Study;
 - (b) Lakewood School Travel Plan.
- B8.2 The approved funding for the East Fort Garry Neighbourhood Pedestrian and Cycling Study is \$80,000. The City will not entertain any proposals that exceed this budget.
- B8.3 The approved funding for the Lakewood School Travel Plan is \$19,000. The City will not entertain any proposals that exceed this budget.
- B8.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.4.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.5 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.
- B8.6 The Fees associated with the Scope of services, section D4 shall:
- (a) Be a Fixed Fee;
 - (b) Include all Allowable Disbursements including logistics for public engagement (ex. advertising, hall rentals, etc.) ; and
 - (c) Be entered in Form B: Fees.
- B8.7 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.
- B8.8 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 planning with communities and stakeholder organizations, public engagement, pedestrian and cycling planning, school travel planning, management of the project and contract administration 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 contracted cost and final cost;
 - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design 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.

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 Roles of each of the key personnel in the Project should be identified in an organizational chart. Identify the lead person for each discipline or work unit, including the person responsible for Quality Assurance/Quality Control.

B10.1.2 Key personnel must include (one person on the project team may fill multiple roles):

- (a) Either a Registered Professional Planner (RPP) or Professional Engineer (P.Eng) in a project leadership role;
- (b) An experienced pedestrian and cycling planning professional; and
- (c) A public engagement professional experienced in developing public engagement processes and facilitating events.

B10.2 Proposals should include, in tabular form:

- (a) Names of key personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager;
 - (i) Any professional whose charge out rate equals or exceeds one hundred dollars per hour or who has a significant role in the project shall also be considered key personnel.
 - (ii) Substitutes or back-up personal shall not be listed in the proposal.

B10.3 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 B10.1.1.

B10.4 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, including the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project, identifying and describing the job function for each person and group of people for the 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 B10.2. 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 and allowable disbursements.

This matrix will demonstrate the Proponent's understanding of the levels of effort required to successfully complete the project.

- (b) Describe the methods of control to monitor and complete the assignment within budget and on time. As a minimum, monthly reports, in a format acceptable to the City, shall be submitted with all invoices. These reports shall clearly identify any current or anticipated budget or scheduling issues.
 - (i) All monthly reports shall include a list of each person charging time to the Project and the percentage of those people's efforts relative to the current monthly statement and overall project to date.
- (c) The method of quality assurance and controls to ensure the City receives a quality project that meets our expectations.

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, including any innovation to be used to perform the Scope of Services identified;
- (b) the team's understanding of bicycle and pedestrian planning;
- (c) the team's understanding of the public engagement process and practices;
- (d) the team's understanding of the issues related to school travel planning;
- (e) all activities and services to be provided by the City;
- (f) the deliverables of the project;
- (g) any assumptions made with respect to the deliverables and the Scope of Services;
- (h) the proposed Project budget;
- (i) the City's Project methodology with respect to the information provided within this RFP; and
- (j) any other issue that conveys your team's understanding of the Project requirements.

B11.5 For each person identified in B11.1(a), 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 design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

- (a) The Proponent's schedule shall demonstrate total completion of the project by the end of March 2018.
- (b) It is expected that the public engagement materials used for the project will need to be submitted for review and approval before providing to the public:
 - (i) All relevant public engagement materials will need to be posted online 2 weeks prior to an in-person event;
 - (ii) The anticipated review period for public engagement materials will be 4 weeks.

- (c) The anticipated review period for invited stakeholder engagement event materials will be 2 weeks.

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) Green Action Centre - East Fort Garry Active Transportation Phase 1: Neighbourhood Scan.

B14. QUALIFICATION

B14.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

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; and
- (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.
- (f) upon request of the Project Manager, provide the Security Clearances as identified in PART E - ; and

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 his/her 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 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.

B17. WITHDRAWAL OF OFFERS

B17.1 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.

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 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%

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.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

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:

Chris Baker, MCIP, RPP

Pedestrian and Cycling Planner - Transportation Division

Telephone No. 204-391-5463

Email Address: cbaker@winnipeg.ca

D2.2 At the pre-commencement meeting, the Project 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 In 2014 a neighbourhood scan (Appendix A) was completed within the East Fort Garry Neighbourhood. This project included a public engagement process that identified community stakeholders and developed an understanding of community issues, observations and recommendations related to walking, cycling and other active modes of transportation.

D3.2 Funding was identified in the 2011 AT Corridors account to conduct neighbourhood based public consultation in the East Fort Garry Neighbourhood. Funding for the Lakewood School Travel Plan was identified in the 2017 Pedestrian and Cycling Program – Action Plan.

D3.3 Key priorities of the Pedestrian and Cycling Strategies (PCS) applicable to the East Fort Garry study area (see Figure 1 in Appendix A) include developing a network of local connector bike routes and build new sidewalk connections to improve safety and convenience for people of all ages and abilities.

(a) PCS Map 4.9 and 4.10 outlines priorities for local bike route connections within the East Fort Garry study area.

(b) PCS Map 4.3 outlines priorities for sidewalks within the East Fort Garry study area.

D3.4 The East Fort Garry Pedestrian and Cycling Study includes developing School Travel Plans for four schools located within the study area. It is expected that there will be overlap between the Neighbourhood Study and School Travel Planning projects. Proposing efficiencies for completing these processes is encouraged.

D3.5 The goals of this project are to:

(a) Identify priorities for improvements to the pedestrian and cycling network so that people of all ages and abilities can safely walk and bike within the East Fort Garry neighbourhood.

(b) Identify opportunities to support, encourage and increase the number of students walking or biking to school.

(c) Develop School Travel Plans that identify opportunities for enhancing walking, cycling and other active modes of transportation within the defined area that supports active living. This could include opportunities associated with the physical environment, programming,

fostering new and mutually supportive relationships, identifying potential barriers to mobility, safety, etc.

- (d) Verify the local connector bike routes and sidewalk connections proposed in the PCS.
- (e) Establish a foundation for future programming and projects by developing a report to be used by the City of Winnipeg, as well as community groups, to inform their actions related to enabling walking, cycling and other active modes of transportation within the defined neighbourhood.
- (f) Continue the work completed in the first phase of neighbourhood engagement as outlined in the *East Fort Garry Active Transportation Phase 1: Neighbourhood Scan*.

D3.6 Manitoba Infrastructure and Transportation prepared a guideline document to address school area traffic safety concerns and is to be used for information purposed only:
http://www.gov.mb.ca/mit/traffic/pdf/school_area_guidelines.pdf

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Professional Consulting Services in accordance with the following:
- (a) Project Planning as outlined in D5;
 - (b) East Fort Garry Neighbourhood Pedestrian and Cycling Study as outlined in D6; and
 - (c) Lakewood School Travel Plan as outlined in D7.

D5. PROJECT PLANNING

- D5.1 Confirm the Scope of Work.
- D5.2 Prepare a Project Schedule for the entire project, broken down to an acceptable, measurable level and provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City. Monthly status reports provided to the Project Manager should include but not be limited to:
- (a) Progress on tasks since previous reports;
 - (b) Planned accomplishments for next period;
 - (c) Project schedule update;
 - (d) Project budget update;
 - (e) Identify potential problems, risks, concerns, etc. for the project.
- D5.3 Develop a series of goals and performance measures consistent with City of Winnipeg policies and planning documents to guide the process:
- D5.4 Confirm the project objectives. Coordinate with a City technical advisory committee.

D6. EAST FORT GARRY NEIGHBOURHOOD PEDESTRIAN AND CYCLING STUDY

- D6.1 Proponents are to submit a plan as to how the work, as outlined below, will be carried out. This also includes how feedback from the community will be included into the development of the East Fort Garry Neighbourhood Pedestrian and Cycling Study report and School Travel Plans.
- D6.2 Determine how the community wants to connect and use existing and future walking and cycling networks, identifying barriers, and improving connectivity and cohesiveness in the community. This includes:
- (a) Developing a baseline of current travel patterns, desire lines and recreational activities, taking into account movement through all seasons (winter, summer, etc.).
 - (b) Identifying issues and opportunities related to walking and cycling including but not limited to: CPTED, accessibility, street crossings, conflicts, bike parking, desire lines, etc.

- (c) Reviewing and assessing existing land use in the study area and its impacts on transportation.
 - (d) Reviewing and assessing the impacts on transportation of proposed or approved developments in the study area.
 - (e) Verifying the proposed pedestrian and cycling facilities as outlined in the PCS, identifying pedestrian and cycling priorities, barriers and network gaps.
- D6.3 Follow two phases of work:
- (a) Phase 1: Identify strengths, barriers, and issues around neighbourhood mobility and safety.
 - (b) Phase 2: Confirm findings with the community allowing them to provide feedback before the study is finalized.
- D6.4 Develop strategies that will allow for feedback to be provided at in-person events and online.
- (a) Follow best practices as set out by IAP2 with ongoing review of the process and making adjustments to ensure that objectives are being met.
 - (b) Proposed plan must be flexible to allow stakeholders to participate in designing the public engagement process and tactics used, so that the needs of the community are met.
 - (c) The public engagement professional will work with the City's project manager, office of public engagement (OPE) and team to iteratively review and adjust the PE process as may be necessary over the course of the project. The project manager, OPE and team will sign off on all PE plans, materials and activities.
 - (d) The strategies used should be innovative and allow for feedback to be received from difficult to reach stakeholders.
 - (e) Identify, meet with and establish relationships with key stakeholders, which may include but are not limited to: Public Schools, Pembina Trails School Division, St. John's Ravencourt, Fort Garry Community Centre, Community Groups (Wildwood into Tomorrow, Crecesent Park Rescue, etc.), WRHA, parents, educators, students, bicycle and pedestrian organizations.
 - (f) Data should be collected through interactive surveys (in-person and online).
 - (g) In-person events should take place at locations being considered in the study area, using innovative tactics (ex. pop-ups, user tours, workshops etc.).
- D6.5 The study will be posted online so that stakeholders can see how their input has been considered and used. Reports should include but not limited to:
- (a) A summary of the process, findings and results, as well as detailed analysis of feedback provided.
 - (b) Future actions and priorities related to enabling walking, cycling and other modes of transportation. These should be presented both in text and graphically on map(s).
 - (c) An evaluation of the process, including successes and challenges of tactics used, resulting outcomes, and lessons learned so that future studies can benefit.
- D6.6 Develop School Travel Plans in conjunction with stakeholders:
- (a) School Travel Plans will be developed for: École Viscount Alexander, Oakenwald School, Vincent Massey Collegiate, École Crane. Due to the close proximity of Oakenwald School and École Viscount Alexander and the similar age cohorts of the students, a co-school travel plan should be considered.
 - (b) Consider applicable best practices and processes for stakeholder engagement and developing School Travel Plans as outlined on the *Active and Safe Routes to School* website including the *Canadian School Travel Planning Facilitators Guide* (<http://www.saferoutestoschool.ca/sites/default/files/Canadian%20STP%20Facilitator%20Guide%202016.pdf>) and High Schools and Active & Safe Routes to School <http://saferoutestoschool.ca/high-schools-and-active-safe-routes-school>.

- (c) Confirm and refine the proposed School Travel Plan engagement program in consultation with each school to ensure the process is appropriate and their needs are met.
- (d) Conduct a stakeholder engagement process that includes the schools, students and parents. Follow best practices as set out by IAP2 with ongoing review of the process and making adjustments to ensure that objectives are being met.
- (e) The public engagement professional will work with the City's project manager, office of public engagement (OPE) and team to iteratively review and adjust the PE process as may be necessary over the course of the project. The project manager, OPE and team will sign off on all PE plans, materials and activities.
- (f) Opportunities to participate and the collection of feedback will be collected from in-person stakeholder events and online.
- (g) Identify opportunities for enhancing walking, cycling and other active modes of transportation within the defined area that supports active living. This could include opportunities associated with the physical environment, programming, fostering new and mutually supportive relationships, identifying potential barriers to mobility, safety, etc.

D6.7 As part of the Allowable Disbursements, the City will cover costs and expenses for public engagement events including, for example, venue rental charges, equipment rental, catering for snacks and refreshments, translation, printing, postage, courier, newspaper advertising, photocopying, etc. subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host public events.

D7. LAKEWOOD SCHOOL TRAVEL PLAN

D7.1 Develop a School Travel Plan for Lakewood School as described in D6.6.

D8. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D8.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the 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.

D8.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D8.3 The following shall be confidential and shall not be disclosed by the 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.

D8.4 A Consultant who violates any provision of D58 may be determined to be in breach of Contract.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D10. INSURANCE

- D10.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D10.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, 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.
- D10.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D10.3 The policies required in D10.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D10.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D10.2(a) and D10.2(c).
- D10.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D10.8.
- D10.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D10.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D10.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D11. COMMENCEMENT

- D11.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D11.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the insurance specified in D10;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D11.3 The City intends to award this Contract by March 24, 2017.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
 - (b) any Work within City facilities;
 - (c) any Work within Schools;
 - (d) any communications or Work with the public; and
 - (e) communicating with residents and homeowners in person or by telephone;
- E1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- E1.2 The following is a link to information for obtaining the Criminal Record Search certificate from the City of Winnipeg Police Service. http://winnipeg.ca/police/pr/info_request.stm
- E1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below http://winnipeg.ca/police/pr/info_request.stm
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- E1.2.2 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Project Manager.
- E1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- E1.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in E1.1.
- E1.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in E1.1.
- E1.7 Each individual proposed to perform the following portions of the Work:
- (a) any Work or communication with children;
- shall be required to obtain a Child Abuse Registry check from the Manitoba Child Abuse Registry.

- E1.8 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager with a satisfactory *Child Abuse Registry Self-Check – Information and Results* obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- E1.9 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Work specified in E1.1.
- E1.10 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.
- E1.11 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Work specified in E1.1.