



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1287-2019

**PROFESSIONAL CONSULTING SERVICES FOR WINNIPEG AREA
TRANSPORTATION MASTER PLAN – EMERGING TECHNOLOGIES & FUTURE OF
TRANSPORTATION STUDY**

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 PROFESSIONAL CONSULTING SERVICES FOR WINNIPEG AREA TRANSPORTATION MASTER PLAN – EMERGING TECHNOLOGIES & FUTURE OF TRANSPORTATION STUDY

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, Friday, January 24th, 2020.
- 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 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.
- B3.4 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.
- B3.5 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.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 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>
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

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.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" Proposal. Copies are not required. Drawings, charts, and tables etc. included as part of the Proposal should not exceed 11" x 17" (ledger) size.
- 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 12 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;
- (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 D6 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.5 Notwithstanding C11.1, 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.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.7 The fee upset limit for this project is \$35,000, inclusive of all taxes, fees, and disbursements.

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on 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 Include an organizational chart for the Project.
- B10.2 Identify the following Key Personnel assigned to the Project:
- (a) Project Manager;
 - (b) Lead: Zero Emissions Vehicles

- (c) Lead: Autonomous Vehicles
- (d) Lead: Innovative Technologies – Traffic Demand Management
- (e) Lead: Mobility as a Service (MaaS)

- B10.3 Effective January 1, 2018, the City reserves the right to stipulate that any projects that include Public Engagement work will require that all Public Engagement work be performed by a public engagement professional who has completed the Foundations in Public Participation offered by IAP2.
- B10.4 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.
- B10.5 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers per project).

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D6.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's understanding of current and future transportation issues within the City of Winnipeg;
 - (c) the team's understanding of the linkage between land-use and the transportation system;
 - (d) the team's understanding for co-ordination and integration between the various departments within the City of Winnipeg;
 - (e) the teams' understanding of traffic modelling processes and principles and how they apply to the Project;
 - (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.
- B11.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D6 Scope of Services.

B11.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B11.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.5.

B11.7 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D6.

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.

B12.3 It is acknowledged that current public engagement review processes add significant time; ensure suitable time is accounted for in the schedule.

B12.4 The project should be entirely completed prior to January 29, 2021.

B12.5 Additional milestone dates can be found in Section D4.

B13. DISCLOSURE

B13.1 Various Firms 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 Firms is listed below.

B13.2 The Firms are:

- (a) Dillon Consulting Ltd.;
 - (i) Presentation demonstrating use of Streetlight mobile data for transportation analysis and related to the Winnipeg context.
- (b) Stantec Inc.;
 - (i) Provision of traffic and transit data from Airsage mobile data as related to involvement in the Transit Master Plan study.
- (c) University of Manitoba, Transport Information Group;
 - (i) Confirmation that the trucking database for Winnipeg and its region, as used in the 1996 TMP study Profile of Urban Goods Movement in Winnipeg, continues to be maintained and updated.

B13.3 Additional Material:

- (a) Various materials related to the ongoing Winnipeg Transit Master Plan study, including but not limited to preliminary design maps provided by Stantec.

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;

- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

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;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B15.2 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

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, 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.

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 and their address(es) 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 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

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 for 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 12 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 12 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, 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) 30%
- (d) Experience of Proponent and Subconsultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 10%

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

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

B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B21.6 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B88.

B21.7 Further to B21.1(c) where the Fees exceeds the funds stated in B8.7, the City may determine that no award will be made in accordance with B22.2.1(a).

B21.8 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 requested, in accordance with B9.

B21.9 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, in accordance with B10

B21.10 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, in accordance with B11.

B21.11 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.

B21.12 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.

B21.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B199.

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 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.

B22.1 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B22.2 The City may, at its discretion, award the Contract in phases.

B22.3 Further to Paragraph 6 of Form A: Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of an award letter.

B22.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).

B22.5 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.

B22.6 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 2017-03-24) 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:
Alex Regiec, MCIP, RPP
Transportation Master Plan Lead
Telephone No. 204 986-2168
Email Address: alexregiec@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 B66.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**OurWinnipeg**" means the City of Winnipeg's Municipal Development Plan;
- (b) "**TMP**" means Transportation Master Plan 2050; and
- (c) "**Public Service**" means the staff of the City of Winnipeg;

D4. BACKGROUND

D4.1 Development Plan Review

- (a) As required in Section 226(1) of the City of Winnipeg Charter, Council must begin a review of its development plan at least once within five years after each re-adoption or replacement of the plan. In 2016, the City of Winnipeg informed the Province of Manitoba that it officially commenced its review of *OurWinnipeg*, the City's development plan.
- (b) The City of Winnipeg has started the process of updating this plan and intends on submitting a final plan for Council adoption in 2020.

D4.2 Transportation Master Plan (TMP) Review

- (a) The Transportation Master Plan (TMP), together with the accompanying Winnipeg Pedestrian and Cycling Strategies Plan, are the City's blueprint for planning, investing, developing and operating its walking, cycling, transit and road networks over the next three decades.
- (b) The Public Works Department has started the process of updating the TMP, which was last approved by Council in 2011.
- (c) The update of the Transportation Master Plan 2050 planning document will encompass a series of component planning studies which are as follows:
 - (i) Transportation Master Plan – Core Framework Study
 - (ii) Transportation Master Plan – Goods Movement Study
 - (iii) Transportation Master Plan – Emerging Technologies & Future Transportation Study

- (iv) Transportation Master Plan – Non-Capital Intensive Transportation Options Report
- (v) Transportation Master Plan – Winnipeg Region Transportation Review
- (vi) Transportation Master Plan – Active Transportation Study

D4.3 Each of these component studies will be released as separate and individual Request for Proposals for consulting service. Once the work has been completed on each of these component studies by external proponents, City of Winnipeg staff will cull and complete the Transportation Master Plan 2050 final planning document using these studies.

D4.4 Concurrently, and as a subsidiary plan to *OurWinnipeg* and accompanying the *Winnipeg Transit Master Plan*, the Public Works Department has started the process of updating the *Winnipeg Area Transportation Master Plan 2050* with the objective of completing it by March 31, 2021.

D4.5 Transportation Network Overview

- (a) The transportation network is an essential component of our City, a system that contributes to the quality of life for residents, ensures business vitality, and accommodates visitors.
- (b) The predominant mode of travel in the City of Winnipeg is by private automobile, a trend that began in the mid-20th Century as land use development patterns became suburban auto-oriented.
- (c) Traffic in Winnipeg generates 5 billion vehicle kilometers of travel, and 40 million urban goods movement trips per year. All this is done on our road system, consisting of 1720 lane-kilometers of Regional streets, 5030 lane-kilometers of Local and Collector streets, 900 lane-kilometers of alleys, and 196 bridges and structures.
- (d) The Public Transit System is diesel bus based and provides a radial network of 53 conventional routes, 10 rapid transit routes, 23 express routes, 3 downtown shuttles and 4 demand-response suburban routes. In 2018, Winnipeg Transit carried 48,409,060 transit trips, averaging 120,000 passengers per weekday using a fleet of 635 buses (with 505 buses used during the afternoon PM peak).
- (e) Winnipeg Transit Plus provides service for those with physical mobility challenges and those with cognitive disabilities. 7,512 people are registered with the service which provides 1,600 trips per day. The service performs evaluations and registrations, trip booking, scheduling and confirmation functions. Service delivery is provided through 13 contracts that are currently administered by seven private operators.
- (f) Human-powered transportation, which includes walking, cycling and rolling, occurs on a network of 2,631 kilometers of sidewalk, 290 kilometers of multi-use pathways including protected and buffered bicycle lanes, painted bicycle lane, sharrows and neighborhood pathways. The expansion of this aspect of the transportation network is regarded as critical to improving health and mobility and important to mitigating transport impacts on the environment and climate.
- (g) Due to its central geographical location, Winnipeg is a key intermodal and freight hub. There are over 1,800 lane-kilometers of designated truck routes, and the City is a destination on the main lines of Canadian Pacific (CP), Canadian National (CN), Burlington Northern Santa Fe (BNSF), CEMR and GWWD railway networks. More than 40 million goods movement trips are made within and through the City each year.
- (h) In 2018, the Winnipeg James Armstrong Richardson International Airport had 4.5 million passengers pass through its new terminal building on eleven scheduled airlines, and handled 4,000 cargo flights by four major scheduled cargo carriers.
- (i) Ground-based regional and inter-municipal public transport service consists of four scheduled bus carriers (Maple Bus Lines, Mahihkhan Bus Lines, Thompson Bus and Brandon Air Shuttle) providing service between Winnipeg and Brandon, Portage La Prairie, Dauphin, Swan River, Flin Flon, and Thomspson. Also, VIA Rail Canada operates limited passenger train service two days per week between Winnipeg-Thompson-Churchill and two days per week on the national line between Vancouver and Toronto through Winnipeg. These carriers operate from four separate depots located across the city.

D4.6 With the City of Winnipeg forecast to grow by over 200,000 people by 2040, the Transportation Master Plan (TMP) and its associated components will guide decisions related to investment and development of infrastructure and delivery of services for the overall transportation network that supports *OurWinnipeg's* direction for urban growth, and influences the social, environmental and economic vitality of the city.

D5. PROJECT PURPOSE

D5.1 The purpose of this study is to investigate the emerging technologies and the future of transportation as a component of the overall Transportation Master Plan based on in-depth evidence-based research and emerging best practices analysis.

D5.2 TMP Vision

Ensure that the transportation system supports quality of life and economic vitality through safe, efficient, connected and barrier-free movement of people and goods using a choice of modes and sustainable connections.

D5.2.1 Study Goals

(a) As a part of the Transportation Master Plan, the Emerging Technologies and the Future of Transportation component will provide direction in city building and guidance for the City's investment in and stewardship of the transportation network, the interconnected system of:

- Infrastructure such as highways, streets, railways, bridges, bikeways, sidewalks, trails, traffic signals and signage;
- Public Right-of-Way, land, waterfronts/waterways, green spaces and the land adjacent to them;
- Public services such as transit, municipal parking, and traffic management;
- Rules such as Policies, Guidelines and Standards.
- Regulations governing vehicles-for-hire such as taxis, Transportation Network Companies (TNCs), towing, freight and delivery vehicles; and

(b) To ensure that the updated Transportation Master Plan undertakes a comprehensive analysis of transportation network and reflects City's desire for a more sustainable community, the TMP Emerging Technologies and the Future of Transportation Study will be developed in accordance to the following strategic priorities:

- **Transportation and Land-use**
Reinforce the critical link between transportation and land use, and ensure the continued alignment of the TMP and OurWinnipeg and the Complete Communities Strategy to best support the City's goals.
- **Environmental Sustainability**
Facilitate an understanding of the impact of the current transportation network on the ecosystem (land, water and air) and advance low carbon pathway mobility options such as walking, cycling, transit, rideshare, carpool, and electric vehicles as described in the Winnipeg Climate Action Plan.
- **Equity & Inclusiveness**
Apply an equity lens to address potential systemic barriers and inequities in transportation for vulnerable groups (i.e. – elderly, single parents, low-income families and users of mobility devices). Maximize accessibility and mobility on multi-modes for all users regardless of age, ability or income.
- **Economic Development**
Support development or redevelopment of major node areas with emphasis on efficient goods transportation for business and industry.
- **Strategic Approach**
Establish a framework with realistic and quantitative planning objectives for emerging technologies and business models such as the electrification of transportation, automated vehicles, shared mobility, and "mobility as a service"(MaaS).

- **Choice of Modes**
Identify barriers to use and strategies to increase walking, cycling, transit, ridesharing and carpooling in an effort to reduce high levels of single-occupant automobile use.
- **Manage Transportation Demand**
Identify a range of Transportation Demand Management (TDM) tools that include but are not limited to use of new transportation technologies, land development review and approvals, user pricing, and program incentives.
- **Manage Transportation Supply**
Identify means to maximize multi-modal capacity of current infrastructure and improve level of service. The goal is not about reducing travel times, rather about making sure that as many people as possible have freedom of mobility and can get to work, medical appointments, shopping, school, recreational and other activities safely and effectively.
- **Implementation Guidance**
Develop a short-term plan implementation strategy that prescribes early actions to build momentum and lay the foundation for long-term changes. Also identify long-term implementation strategy that is based on desired outcomes and explains key facility, service, programming and policy priorities.
- **Financial Guidance**
Estimate capital and operating costs for all recommendations in the plan. Consider life cycle costs, maintenance and overall cost-effectiveness to ensure the long-term financial affordability of the plan.
- **Performance Measures**
Identify a performance framework that is tied to the TMP strategic objectives and monitors outputs, outcomes and external influences.
- **Create a Living Plan**
Incorporate an appropriate level of flexibility into the plan to allow for adaptation to unforeseeable changes and opportunities in the future, particularly for the more distant future where the level of uncertainty is highest.

D5.3 **Study Areas**

The Study area shall be defined by the transportation system located within the corporate boundary of the City of Winnipeg, including the downtown and designated major nodes of employment and retail use, and including the Perimeter Highway. Other areas may also be added as per the Project Manager.

D5.4 **Co-ordination with Concurrent Work**

D5.4.1 The successful proponent for the Transportation Master Plan – Emerging Technologies and the Future of Transportation Study will be expected to coordinate their work and share information to the maximum extent possible with concurrent City projects, such as *OurWinnipeg* and the *Winnipeg Transit Master Plan*.

D5.4.2 The successful proponent for the Transportation Master Plan – Emerging Technologies and the Future of Transportation Study will be expected to coordinate their work and share information to the maximum extent possible with other proponents concurrently working on other studies for Public Works and related to the Transportation Master Plan, such as *TMP Goods Movement Study, Winnipeg Regional Transportation Report, Emerging Technologies & Future Transportation Study, Active Transportation Study, Non-Capital Intensive Transportation Options Report and the Road Safety Strategic Action Plan*.

D5.4.3 The successful proponent for the Transportation Master Plan – Emerging Technologies and the Future of Transportation Study will be expected to work closely with the City's Office of Public Engagement, City Communications staff, and an independent consultant who will be engaged under a separate RFP to conduct public opinion research and/or public engagement activities. PLEASE NOTE: This RFP does not require the proponent to design or deliver public engagement programming; however, the proponent must produce any and all technical

drawings, visual representations, and/or design boards required to convey findings and recommendations to public engagement participants.

D6. SCOPE OF SERVICES

D6.1 The Services required under this Contract shall consist of the following four main aspects:

- (a) Background Research: Technology Innovation for Surface Transportation;
- (b) Existing Network: Technological Applications & Impacts;
- (c) Opportunity or Threat: Mobility on Demand (MOD)
- (d) Shape of Things to Come: Future of Transportation in Winnipeg

D6.1.2 The development of TMP Emerging Technologies and the Future of Transportation Study will involve all aspects to be undertaken concurrently.

D6.2 Background Research: Technology Innovation for Surface Transportation

D6.2.1 In this first aspect of the study, the successful proponent will review documentation and familiarize themselves regarding the existing transportation network in the 2011 Winnipeg Transportation Master Plan, OurWinnipeg, Sustainable Transportation, and the Winnipeg Transit Master Plan.

D6.2.2 Review current policy / documentation from other jurisdictions and other levels of government in regard to legal and regulatory approach to electric and/or fuel cell vehicles, connected vehicles and autonomous vehicles.

D6.2.3 Identify and detail the emerging technologies in surface transportation including but not limited to:

- (a) Internet Technology (IT) and reliable communicative interface;
- (b) Data Telematics & availability of real-time data;
- (c) Intelligent Transportation Systems for roadways;
- (d) Connected Vehicles;
- (e) Driverless technology / Autonomous Vehicles
- (f) Motive Power Change – Electric and Fuel-cell Vehicles;
- (g) Infrastructure required to support new Vehicle Technologies and Types;
- (h) Shared-use Mobility Services
- (i) Online Delivery Services (Skip the Dishes, Door Dash, Amazon)
- (j) Future of individual-owned vehicles

D6.3 Existing Network: Technological Applications & Impacts

D6.3.1 During the second aspect to the study, the successful proponent will undertake analysis of the application and impact of new technologies on the existing transportation network including but not limited to:

- (a) Traffic Management Centre
 - (i) Traffic Signal Management System
 - (ii) Video Surveillance System
- (b) Communication between Drivers and Infrastructure
- (c) Shared-use Mobility Service
 - (i) Bike-sharing (Pedal in the Peg)
 - (ii) Ride-Sourcing (TAPPCAR, UBER, Lyft)
 - (iii) Car-sharing (Peg City Car Co-op)
- (d) Real-Time Trip Planning & Traveler Information
 - (i) WAZE (Traffic)
 - (ii) Navigo (Transit)
- (e) Electric Vehicles & Infrastructure

- (i) Vehicles Currently Available (List of Manufactures)
- (ii) Manitoba Hydro (Grid Readiness)
- (iii) Charging (Petro-Canada, ChargeHub & PlugShare)

D6.3.2 Assess the impact and understanding of new technologies on the existing transportation network including but not limited to:

- (a) Consumer Acceptance;
- (b) Driver Acceptance;
- (c) Transit Ridership;
- (d) Concerns over Privacy;
- (e) Cybersecurity;
- (f) Effect on Employment;
- (g) Traffic Management and Congestion;
- (h) Increased infrastructure requirements;
- (i) Transportation Equity; and
- (j) Government Readiness.

D6.3.3 All indicators are measured within the City of Winnipeg and should include a general peer comparison to other similar cities in Canada.

D6.4 Opportunity or Threat: Mobility on Demand (MOD)

D6.4.1 The third aspect of the study will see the successful proponent analyze the concept of Mobility on Demand (MOD) within the City of Winnipeg, which must include but are not limited to understanding the following:

- (a) Understand the implications of the new mobility services (bike-sharing, ride-sourcing, car-sharing, autonomous shuttle) on the transportation network and particularly in regard to public transit service and operations;
- (b) Determine whether these new mobility services are complementary or competitive to existing fixed route and parallel transit services;
- (c) Understand policy and regulatory implications; and
- (d) Develop framework for cooperation between transit and MOD where feasible (first and last mile scenario and/or service replacement.)

D6.5 Shape of Things to Come: Future of Transportation in Winnipeg

D6.5.1 Based on the study findings, empirical data evidence, best practices, and emerging technologies, the final aspect to this study will see the successful proponent develop strategic directions and actions to adapt and retrofit the transportation network over the next 30 years to accommodate new technologies in surface transportation. Recommendations should include but not be limited to:

- (a) Determine the current state of emerging technologies and what timeframe is needed to adapt and retrofit the existing transportation network;
- (b) Determine the challenges and issues that the City of Winnipeg may have to face in a mixed stream road of autonomous vehicles and vehicles under driver operation;
- (c) Consult with City's legal advisors, the Province and the public insurance provider to understand policy and regulatory implications and future requirements;
- (d) Determine to what extent existing roadways will require retrofitting (e.g. re-striping and/or new pavement markings, re-signage and/or traffic control devices, or placement of sensors and video cameras) to allow the seamless operation of autonomous vehicles in the conventional vehicle environment;
- (e) Determine what types of future roads might be required for autonomous, connected or electric vehicles which are different from today's conventional streets;
- (f) Explore limitations and constraints such as fog, snow or other extreme inclement

weather conditions and the City's role and response required to ensure reliability of the new transportation network;

- (g) Investigate surveillance and communicative equipment for autonomous and connected vehicles, including V2V, V2I, toll and parking fee collection, and back-up redundancies in case of component failure (such as GPS Guidance);
- (h) Examine safety for all types of vehicles (autonomous & conventional), drivers/passengers, and other road users such as pedestrians, cyclists and transit; and
- (i) Suggest pilot projects to coordinate service and fare between transit, transitplus and MOD services.

D6.5.4 Recommendations for adapting the transportation network infrastructure, policy, and services for future technologies must further the goals of the City of Winnipeg, as defined in D5.2.1 and outlined in related documents as *OurWinnipeg*, *Sustainable Transportation*, and the *Transit Master Plan*. All recommendations should point back to policies in these documents if applicable.

D6.6 Deliverables

- (a) The successful proponent will also be responsible for:
 - i. Developing a comprehensive work plan for the study outlining the tasks, priority order and responsible person for each task. Key deliverables and supporting tasks will be summarized in a Gantt Chart that the successful proponent will be responsible for updating regularly as the project proceeds. This plan will be used to ensure the project is on time and on budget. Issues will be brought forward to the City's Project Manager with suggested resolutions;
 - ii. Organizing a project start-up meeting in Winnipeg to be held within two-weeks of award; and
 - iii. Monthly project progress meetings with the City's Project Manager and selected members of the TMP Internal Steering Committee to be held in person in Winnipeg. The successful proponent will also inform on the status of deliverables at these meetings. These meeting may increase or decrease in frequency as required during the projects progress.
- (b) After each aspect of the study, the successful proponent shall prepare a background report outlining the findings and results, and provide accompanying plain-language summaries and required design materials;
- (c) After completion of the entire study, the successful proponent shall prepare a detailed and comprehensive report that brings together all elements of the study for City of Winnipeg staff and provide accompanying plain-language summaries and required design materials; and
- (d) Finally, the proponent shall prepare an attractive easy-to-understand highly-visual executive summary document and accompanying design boards, in co-operation with City of Winnipeg communications staff and the Project Manager.

D6.7 Public & Stakeholder Engagement

D6.7.1 The public engagement services associated with this study are directed by a separate assignment. This process was adopted to ensure the City is able to evaluate public engagement firms independently of the technical Consultants to ensure the highest quality public engagement proposal is chosen.

D6.7.2 Coordination and collaboration with the successful proponent awarded the Public Engagement Services contract are required.

- (a) In consultation with the Project Steering Committee, schedule project requirements to sync timelines for meetings and deliverables to ensure technical information/materials supplements engagement information/materials. Include schedule flexibility for public engagement materials to meet approval deadlines, as per City of Winnipeg Public Engagement Guidelines
- (b) Prepare technical information and materials necessary for public engagement.

- (c) Provide technical experts for public events/sessions and stakeholder meetings. Ensure that public input obtained is mutually analysed and reflected in the design options developed and incorporated into the final functional design of that Project where required.

D6.8 Timing Considerations

- (a) In certain instances, the timing of deliverables required of the TMP Emerging Technologies and the Future of Transportation Study will be interdependent with public and stakeholder engagement deliverables (to be delivered by an external consultant). These include:
 - (ii) During D6.1(a)+(b): Pre-study public opinion research and stakeholder outreach to: educate public about Transportation Master Plan; understand experiences and perceptions about the current transportation network; and explore how people want to move around the city.
 - (iii) During D6.1(c): Obtaining feedback on the recommendations presented in the Core Framework Report and other TMP studies.
 - (iv) During D6.1(d): Final presentation of the complete Transportation Master Plan 2050 to the public, stakeholders, and Council.
- (b) The proponent may, at times, be required to adjust timing for the Goods Movement Study in response to shifting engagement timelines. This will be required at the request of the Project Manager, and will be done in consultation with public engagement and communications staff.

D6.9 Project Governance Considerations

- (a) The Consultant shall be responsible for finalizing a Work plan for all aspects of the project under D6.1 (a), D6.1(b), D6.1(c) and D6.1(d) in consultation with the Project Manager prior to beginning work on the study. This work plan will identify a list of anticipated activities, key milestones and meetings with the Project Manager.
- (b) The Consultant shall be responsible for providing regular progress reports to the Project Manager at points outlined and agreed upon in the Work plan or at the request of the Project Manager.
- (c) All aspects of project management must follow standard City of Winnipeg methodologies, policy, manuals, and templates as defined by the City of Winnipeg's Asset Management Program: <http://www.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>
- (d) A successful proponent based outside of Winnipeg will likely need to travel to the city on a number of occasions. The number of visits, and the purpose of each visit, will be determined through the development of the work plan.

D6.10 Project Milestones

D6.10.1 The latest acceptable milestone dates shown below are based on an award of contract no later than (insert date), as well as an immediate commencement of Work by the Consultant.

D6.10.2 The following are the Project Milestones:

Task	Milestone Date
Project Work Plan	February 24, 2020
Background Research: Technology Innovation for Surface Transportation	June 30, 2020
Existing Network: Technological Application & Impacts	August 31, 2020
Opportunity or Threat: Mobility on Demand (MOD)	September 30, 2020
Shape of Things to Come: Future of	January 18, 2021

Transportation in Winnipeg	
Cost Estimates, Benefit/Cost Analysis	February 15, 2021
Final TMP Emerging Technologies & Future of Transportation Report	February 26, 2021
<i>Final Transportation Master Plan</i>	<i>By others by (June 30, 2021)</i>

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D8. INSURANCE

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

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

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 500,000 per claim and \$ 1,000,000 in the aggregate.

D8.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

D8.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

- D8.4 The Consultant shall require any contractors hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D8.2 (a) and (b)
- D8.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the scope of services to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).
- D8.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D8.9.
- D8.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D9. COMMENCEMENT

- D9.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D9.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by 7 February 2020.

APPENDIX A – LIST OF REFERENCE DOCUMENTS

Note that this list is meant to assist the Proponent, and is not meant to be an exhaustive list of documents to be consulted. It is expected that the Proponent's expertise will include knowledge of additional relevant documents to be used in the creation of the Winnipeg Area Transportation Master Plan 2050.

Winnipeg Specific

- OurWinnipeg (various documents) – note that updates to these have commenced.
- Winnipeg Transportation Master Plan 2011 – note that update to this has commenced
- WATS (Winnipeg Area Transportation Study) – 2007
- The Planning and Land Use Model (PLUM) – WhatIf Technologies / City of Winnipeg Planning, Property and Development Department
- Profile of Urban Goods Movement in Winnipeg 1996 – University of Manitoba Transport Information Group
- Winnipeg's Climate Action Plan – May 2018
- Plan Winnipeg 1980
- WATS (Winnipeg Area Transportation Study) Report Vols 1,2,3 (1966/1968)

Other Cities

- City of Mississauga – Transportation Master Plan May 2019
- City of Calgary – Calgary Transportation Plan January 2012
- City of Ottawa – Transportation Master Plan November 2013

'Best Practices' / Reference Documents

- Reinventing the Automobile: Personal Urban Mobility for the 21st Century – William J. Mitchell, Christopher E. Borroni-Bird, and Larence D. Burns 2010
- Transport Revolutions: Moving People and Freight Without Oil – Richard Gilbert 2010
- Faster, Smarter, Greener: The Future of the Car and Urban Mobility – Venkat Sumantran, Charles Fine, and David Gonsalvez 2017
- Transport Justice: Designing Fair Transportation Systems – Karel Mertens 2016
- Transit and New Shared-Use Modes – Key Questions from the Transit Agency's Perspective; a Discussion Paper – Brendon Hemily, Ph.D., Intelligent Transportation Society of America, U.S. Department of Transportation, 2016