



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 635-2019

**PROFESSIONAL CONSULTING SERVICES TO CREATE A ROAD SAFETY
STRATEGIC ACTION 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 PROFESSIONAL CONSULTING SERVICES TO CREATE A ROAD SAFETY STRATEGIC ACTION PLAN

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, October 8, 2019.

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" original (marked "original") including drawings and three (3) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposals should be no more than 12 (twelve) pages; should be 8.5" x 11" page size; and should use 11 point font. Proposals should contain a table of contents, page numbering and should be in the Sections identified above. The table of contents, resumes, and project schedule are not included in the 12 (twelve) page limit nor in the page size requirements. 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 and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget 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).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proponents are encouraged to recognize the multidisciplinary nature of this Work and form a consortium or team of consultants specializing in road safety engineering and human factors, enforcement, education, engagement, and other relevant disciplines.
- B9.2 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project on three projects of similar complexity, scope and value;
 - (b) details demonstrating the Proponent's and Subconsultant's knowledge of and experience with other multi-disciplinary road safety strategies and action plans in Canada and knowledge of road safety budget allocation, the Safe Systems Approach, road safety management systems, data-driven road safety decision making, and substantive road safety methodologies;
 - (c) details demonstrating the Proponent's and Subconsultant's experience with public engagement and effectively facilitating groups with diverse perspectives.
- B9.3 For each project listed in B9.2(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).
- B9.3.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.4 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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) public engagement lead; and
- (c) road safety expert.

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 and public engagement professionals. Include educational background and degrees, professional recognition, professional certifications, job title, years of experience in current position, 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 (2) 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 D4.

B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
- (d) the team's understanding of the Project's guiding principles as outlined in D5.
- (e) the proposed Project budget;
- (f) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5> ; and;
- (g) any other issue that conveys your team's understanding of the Project requirements.

- B11.5 Further to B11.4(c), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.
- B11.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.6.
- B11.8 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 D4.

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.

B13. DISCLOSURE

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

B14. 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;

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) 10%

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|--|-----|
| (d) Experience of Proponent and Subconsultant; (Section C) | 25% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 20% |
| (f) Project Understanding and Methodology (Section E) | 30% |
| (g) Project Schedule. (Section F) | 15% |

- 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 B8.
- B21.7 Further to B21.1(c) where the Fees exceeds the funds stated in D10.3, 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 B19.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;
- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B22.3 The Work of this Contract is to be funded by the \$2.5 million in 2019 Federal Gas Tax funding that was allocated to roadside safety improvements by City of Winnipeg Council on April 25, 2019.

B22.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B22.5 The City may, at its discretion, award the Contract in phases.

B22.6 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.

B22.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).

B22.8 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.

B22.9 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:

Rebecca Peterniak, M.Sc., P.Eng.

Telephone No. 204 986-4731

Email Address: rpeteriak@winnipeg.ca

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

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

D3. BACKGROUND

D3.1 On July 15, 2015, City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS) which provide a vision and roadmap for the future of walking and cycling in Winnipeg. It includes a Strategic Direction and associated Actions to *Improve Pedestrian and Cyclist Safety*.

D3.2 On January 10, 2017, the Standing Policy Committee on Infrastructure Renewal and Public Works directed the Winnipeg Public Service to create a road safety strategy, which takes into consideration the principles of *Towards Zero*, and to report back within 365 days.

D3.3 The Winnipeg Public Service worked with the Provincial Government in their preparation of the *Manitoba Road Safety Plan 2017-2020* which was released publicly on September 29, 2017.

D3.4 On January 9, 2018, the Standing Policy Committee on Infrastructure Renewal and Public Works accepted the public service report which outlined how the *Manitoba Road Safety Plan* will provide the focused strategic direction for road safety in the City of Winnipeg and listed current and upcoming areas of focus aligned with the Road Safety Plan.

D3.5 The City of Winnipeg undertakes a number of road safety initiatives, including:

- (a) Traffic control signals and signage improvements;
- (b) Road safety audits of major capital projects;
- (c) Geometric design improvements, such as roundabouts, raised crosswalks, and right-turn smart channels;
- (d) Railway crossing audits;
- (e) Safety Performance Functions and network screening;
- (f) Piloting additional side-mounted flashing beacons at pedestrian corridors;
- (g) Leading pedestrian intervals;
- (h) Leading bicycle intervals;
- (i) Pedestrian countdown signals;
- (j) School travel planning and safe routes to school;
- (k) Operation of the Transportation Management Centre;

- (l) Ongoing implementation of the Pedestrian and Cycling Strategies, including the design of new bicycle infrastructure that accommodates users of all ages and abilities.
- D3.6 More information on the City of Winnipeg's road safety initiatives can be found online at <https://www.winnipeg.ca/publicworks/transportation/transportationsafety.stm>.
- D3.7 Although the *Manitoba Road Safety Plan* provides some strategic direction and a mechanism for stakeholder coordination; the Winnipeg Public Service has found that the *Manitoba Road Safety Plan* it is not specific enough to the operating context and needs of the City of Winnipeg.
- D3.8 In order to achieve the long term vision of *Towards Zero*, there is a need to develop a Road Safety Strategic Action Plan that is specific to the City of Winnipeg and can serve as a roadmap for setting direction and pace of road safety investments over the next five (5) years and beyond in a coordinated and focused manner.
- D3.9 The Road Safety Strategic Action Plan will also inform an upcoming update to City of Winnipeg's Transportation Master Plan, which the City is developing over the next three to five years.
- D3.10 On April 25, 2019, Council adopted a motion by Executive Policy Committee that \$2.5 million from additional Federal Gas Tax funding be allocated to support capital investments in roadside safety measures. This Work is intended to be funded by the Federal Gas Tax funding.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of professional consulting services for the creation of a Road Safety Strategic Action Plan for the City of Winnipeg in accordance with the following:
 - (a) Project Objectives and Guiding Principles, as outlined in D5;
 - (b) Phase 1: Gap Assessment, as outlined in D6;
 - (c) Phase 2: Vision and Focus Areas, as outlined in D7;
 - (d) Phase 3: Strategic Action Plan, as outlined in D8; and
 - (e) Public and Stakeholder Engagement, as outlined in D9.
- D4.2 Throughout the Project, the Consultant should coordinate with the City's Project Manager. The City's Project Manager will be:
 - (a) Kept informed by the Consultant's Project Manager of progress on a regular basis.
 - (i) Monthly progress meetings will be held.
 - (i) The Consultant should distribute agendas one (1) week in advance and minutes one (1) week after each progress meeting.
 - (ii) If the consultant uses an online project management and project tracking software, the City's Project Manager should be provided access so that they can monitor progress on a regular basis.
 - (b) Copied on all Project correspondence.
 - (c) Advised of significant problems/issues as they arise, resolution options to be considered, and recommended solutions for consideration and approval by the City prior to implementation.
 - (d) Involved in any meetings with stakeholders, based on the City's Project Manager's availability.
 - (e) Advised of any potentially controversial issues as they arise.
 - (f) Advised of any additional work considered, prior to it being completed, beyond the original scope of services.
 - (g) Consulted prior to any changes being made to the City approved project schedule. The City's Project Manager shall confirm any schedule changes in writing.

- D4.3 Throughout the Project, the Consultant should coordinate with the City of Winnipeg's Technical Working Group.
- D4.3.1 The City is anticipating an active and involved Technical Working Group for this Project.
- D4.3.2 The composition of the City's Technical Working Group will be determined at project kick-off.
- D4.3.3 The City's Technical Working Group will be involved in the day-to-day technical aspects of the Project, specific to their respective disciplines, level of commitment, and availability. They will be engaged and kept informed of the Project's progress through:
- (a) Bi-monthly Technical Working Group meetings to be organized by the consultant and to be held for the duration of the project.
 - (i) The Consultant should distribute agendas one (1) week in advance and minutes one (1) week after each Technical Working Group meeting.
 - (b) Circulation of Project documentation for review.
 - (c) Additional consultation and collaboration as needed.

D5. PROJECT OBJECTIVES AND GUIDING PRINCIPLES

- D5.1 The objectives of this Project are to:
- (a) Identify the current state of road safety in Winnipeg, as it pertains to collision trends, existing programs/policies/practices, the public's perception of road safety, and the roles and responsibilities of key stakeholders.
 - (b) Conduct an assessment of the current state of road safety in Winnipeg to identify gaps and opportunities for improvement.
 - (c) Raise public awareness and commitment to road safety through effective communication and engagement methods.
 - (d) Gain meaningful input from the public and stakeholders about road safety using effective engagement methods.
 - (e) Confirm the long term vision for road safety in Winnipeg and identify focus areas for improving road safety based on data and input from the public and stakeholders.
 - (f) Develop a five (5) year and beyond action plan to address the road safety focus areas and link to the long term road safety vision.
 - (g) Establish business processes and a working structure for how key stakeholders will work together to deliver the Road Safety Strategic Action Plan.
 - (h) Identify staffing and funding resources within the Public Works Department that are required to implement the Road Safety Strategic Action Plan.
 - (i) Establish a process for monitoring and evaluating the Road Safety Strategic Action Plan over time.
- D5.2 The following guiding principles should be considered and addressed by the Proponent when formulating their proposal and should be implemented by the Consultant to meet the objectives of the Project:
- (a) The Safe Systems approach, as outlined in the Manitoba Road Safety Plan 2017 – 2020: Road to Zero.
 - (b) Relevant components of the *Manitoba Road Safety Plan* and *Canada's Road Safety Strategy 2025*.
 - (c) Reduction and prevention of major road injuries and fatalities.
 - (d) Data-driven and evidenced-based decision making that is informed by substantive road safety methods, as outlined in the American Association of State Highway and Transportation Officials *Highway Safety Manual*.

- (e) Multi-disciplinary approach to road safety that considers the engineering, enforcement, emergency services, education, evaluation, engagement, and equity dimensions of road safety.
- (f) Fostering a road safety culture within the City of Winnipeg, key stakeholders, and the general public through effective communication and engagement methods.
- (g) Sustainable, implementable, and defensible road safety actions.

D6. PHASE 1: GAP ASSESSMENT

- D6.1 Prior to commencing Phase 1, the Consultant should schedule a project kick-off meeting with the City's Project Manager and other pertinent City staff.
- (a) The Consultant should distribute an agenda one (1) week in advance and minutes one (1) week following the kick-off meeting.
- D6.2 The Consultant should assess the current state of road safety in Winnipeg and identify gaps and opportunities for improvement.
- (a) At a minimum, assessing the current state of road safety in Winnipeg should include:
 - (i) Analyze collision data to establish the magnitude of the road safety problem and to identify key trends and contributing factors to road injuries and fatalities in Winnipeg in recent years.
 - (ii) Engage with the public to assess the general awareness of road safety in Winnipeg, the public's perception of road safety, and the public's perception of key road safety issues.
 - (i) This will include, but is not limited to, in-person events meant to bring different perspectives together, a telephone survey of a statistically relevant sample of Winnipeg's population, and an online survey of self-selected participants.
 - (iii) Document the City's existing road safety management system and road safety capacity:
 - (i) Consult with City staff and review existing business processes, programs, policies, legislation, practices, standards, parameters, and guidelines related to road safety at the City.
 - (ii) Evaluate how road safety is explicitly considered in the investigation of miscellaneous requests, traffic studies conducted in response to dispositions by Standing Policy Committee, design of Major Capital Projects, as well as other initiatives and studies of the Transportation Division.
 - (iii) Evaluate the Transportation Division's Traffic Engineering Improvement Program.
 - (iv) Evaluate the Transportation Division's network screening tools and the use of these tools.
 - (v) Assess the existing road safety data that is available for analysis (i.e., assess the data format and quality).
 - (vi) Assess the current personnel and financial resources available to deliver on road safety initiatives.
 - (iv) Work with the City's Technical Working Group to identify and catalogue synergies with road safety improvements and other City policies, priorities and mandates.
 - (v) Engage with individual key road safety stakeholders in Winnipeg to understand their roles, responsibilities, and perceptions of road safety in Winnipeg.
- D6.3 The Consultant should identify gaps and opportunities for improvement based on the current state of road safety in Winnipeg and the Project's guiding principles as outlined in D5. The gaps and opportunities will inform the Work to be carried out in Phase 2 and Phase 3.
- D6.4 The Consultant should submit a progress report on the results of Phase 1 for review and approval by the City.

- (a) The progress report should summarize the results of all items pertaining to the gap assessment of the current state of road safety in Winnipeg, as described above.
- (b) The Consultant should prepare and deliver a presentation on the gap assessment to the City.
 - (i) All presentation materials are considered deliverables.
- (c) Allow suitable time for City review, comments, and approval of the progress report.

D7. PHASE 2: VISION AND FOCUS AREAS

- D7.1 Based on the results of the Phase 1 gap assessment, as well as additional input from the City and stakeholders, the Consultant should confirm the long term vision for road safety in Winnipeg and select focus areas for the Road Safety Strategic Action Plan.
- D7.2 At minimum, one (1) half-day Stakeholder Advisory Committee workshop should be held to share highlights from Phase 1 and gain input for Phase 2.
- D7.3 The Consultant should submit a progress report for review and approval by the City on Phase 2.
 - (a) The progress report should summarize the road safety vision and focus areas, as determined by the requirements outlined in above.
 - (b) Allow suitable time for City review, comments, and approval of the progress report.

D8. PHASE 3: STRATEGIC ACTION PLAN

- D8.1 The Consultant should develop a five (5) year and beyond Road Safety Strategic Action Plan that can be implemented to achieve the road safety vision, address each focus area, and synergize with other City policies, priorities, and mandates.
- D8.2 The Road Safety Strategic Action Plan should be documented in a format that is easy to digest, respond to, and monitor progress against.
- D8.3 Actions should address the gaps and opportunities for improvement that were identified in Phase 1.
- D8.4 Actions should fall within the focus areas identified in Phase 2 and should link with achieving the long term vision for road safety in Winnipeg.
- D8.5 Actions should be detailed and specific and may include implementing new infrastructure, conducting studies, creating new stakeholder committees and/or working relationships, creating new staffing positions, creating new tools, creating new programs, creating new business processes, and many other types of initiatives.
- D8.6 The City expects that specific actions geared toward improving road safety data quality will be included in the Road Safety Strategic Action Plan.
- D8.7 The City expects that specific actions geared toward utilizing the City's traffic cameras and Transportation Management Centre resources for evaluating road safety performance will be included in the Road Safety Strategic Action Plan.
- D8.8 The City expects that actions geared toward the development of an in-service road safety review program will be included in the Road Safety Strategic Action Plan.
- D8.9 At a minimum, the Consultant should establish the following for each action:
 - (a) Corresponding focus area(s), as identified in Phase 2.
 - (b) Road safety benefit, expressed quantitatively when possible.
 - (c) Order of magnitude cost estimates based on typical unit costs and recent pricing in Winnipeg. Cost estimates should be relative and to be used for planning purposes, not for budgeting purposes.

- (d) Priority, considering the road safety benefit, cost estimate, and other factors.
 - (e) Timeline as short term (0 to 3 years); medium term (3 to 5 years); or long term (5 years and beyond).
 - (f) Responsibility for implementation.
 - (g) Synergies with other City policies, priorities, and mandates.
- D8.10 The City expects the public and stakeholders will be engaged in identifying actions and priority before the Road Safety Strategic Action Plan is finalized.
- (a) At minimum, one (1) half-day Stakeholder Advisory Committee workshop should be held to share highlights from Phase 2 and gain input for Phase 3.
 - (b) Public engagement methods are to be defined in the Public Engagement Strategy and approved by the City.
- D8.11 The Consultant should ensure the Road Safety Strategic Action Plan is sustainable and implementable by:
- (a) Developing a monitoring and evaluation framework that covers individual actions and the overall plan.
 - (b) Creating and formalizing working relationships between key stakeholders so that the plan can be implemented across multiple disciplines.
 - (c) Specifying a road safety management system for the City that would be required to implement the Road Safety Strategic Action Plan.
 - (d) Specifying clear business processes that identify responsibility and timelines.
 - (e) Identifying personnel and financial resources required within Public Works to implement the plan.
- D8.12 The Consultant should submit a final report that includes:
- (a) Pertinent highlights from the gap assessment of the current state of road safety in Winnipeg;
 - (b) The road safety vision and focus areas;
 - (c) The five (5) year and beyond action plan; and
 - (d) Documentation of the mechanisms and resources required to ensure the plan is sustainable.
- D8.12.2 Allow suitable time for City review, comments, and approval of the final report.
- D8.13 The Consultant should prepare and deliver a presentation on the Road Safety Strategic Action Plan to the City.
- (a) All presentation materials are considered deliverables.

D9. PUBLIC AND STAKEHOLDER ENGAGEMENT

- D9.1 The Consultant shall work collaboratively with the Office of Public Engagement and departmental communications staff.
- D9.2 Five (5) public engagement project team meetings with the City's Project Manager, the Office of Public Engagement, and others, as necessary are anticipated throughout the Project:
- (a) Initial meeting to review draft public engagement strategy;
 - (b) Review details of Phase 1 engagement prior to launch;
 - (c) Review feedback from Phase 1 engagement;
 - (d) Review details of Phase 2 engagement prior to launch;
 - (e) Review feedback from Phase 2 engagement;

- D9.2.1 The Consultant should distribute agendas one (1) week in advance and minutes one (1) week following each public engagement meeting.
- D9.3 The review of public materials and advance notice of public events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
- (a) All public materials must be posted online two (2) weeks prior to an in-person event.
 - (b) The anticipated review period for materials will be minimum three (3) weeks prior to posting.
 - (c) Following review, the translation of final public materials must be allocated at least one (1) week to complete.
- D9.4 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying, subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host public events.
- D9.5 The Consultant shall develop and provide the following public engagement deliverables in accordance with <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>:
- (a) Public engagement strategy
 - (b) Events and online engagement opportunities
 - (c) Engagement opportunity promotional plans and materials
 - (d) Summaries corresponding to engagement phases
 - (e) Final public engagement report
- D9.6 The following conditions apply to the Public Engagement Strategy:
- (a) The Public Engagement Strategy is the first deliverable of this Project and must be submitted within thirty (30) days of the contract award date.
 - (b) The Public Engagement Strategy should be developed to:
 - (i) Obtain meaningful input from key stakeholders and the public that can be used toward the development of the Road Safety Strategic Action Plan.
 - (ii) Raise awareness and commitment to road safety and foster a road safety culture in Winnipeg.
 - (c) The Public Engagement Strategy should identify:
 - (i) The public's role in the decision-making process.
 - (ii) The decision points/steps within the overall Project, and the scope of the decisions to be made at each step.
 - (iii) The need/interest associated with each decision step, along with the recommended level of participation.
 - (iv) How input will be considered and incorporated where possible.
 - (d) Departmental communications staff and the Office of Public Engagement should be consulted in the development of the Public Engagement Strategy.
 - (e) The Consultant shall implement the Public Engagement Strategy throughout the course of the Project.
 - (f) The Public Engagement Strategy should be reviewed and modified as necessary throughout the course of the Project as an iterative mechanism that recognizes the issues raised by the community.
 - (g) Execution of the Public Engagement Strategy will result in reaching the following objectives:
 - (i) Participants and the general public have an understanding of the City's current systems and processes.

- (ii) Participants and the general public recognize the need for the Project.
 - (iii) Participants' perceptions of road safety, improvements to the road network, and a vision for safer roads are considered and incorporated into the review.
 - (iv) Participants input in response to action plan actions and prioritization are collected and considered.
 - (v) Participants understand how their input was considered and incorporated (where possible) into the Project.
- D9.7 A communications strategy will be developed by the City's Project team and delivered to the Consultant to use as a basis for drafting communications materials.
- D9.8 Methods of public communication and engagement will include, but are not limited to:
 - (a) Creation of content and updates of a website dedicated to the Project
 - (b) Online surveys/tools
 - (c) Telephone survey
 - (d) Public events
 - (e) Social media posts
- D9.9 The Consultant should assemble and engage a Stakeholder Advisory Committee.
- D9.9.1 Members of the Stakeholder Advisory Committee will include representatives of groups internal and external to the City that have a direct interest in the Road Safety Strategic Action Plan, but do not need to be involved directly in the day-to-day Project activities.
- D9.9.2 The Consultant is responsible for identifying stakeholders and their representatives, and leading all communication and coordination required to form and operate the Stakeholder Advisory Committee.
- D9.9.3 The Stakeholder Advisory Committee will be engaged in the Project through:
 - (i) City-approved formal communications distributed by the Consultant.
 - (ii) Meetings and correspondence with individual stakeholders, as necessary.
 - (iii) A minimum of two (2) half-day workshops for all Stakeholder Advisory Committee members to be organized and led by the Consultant. The following minimum standards are to be followed:
 - (i) The Consultant is responsible for developing all content required for the workshops; working with the City to secure a venue; facilitating the workshop; and coordinating with stakeholders.
 - (ii) The City's Project Manager should review and approve the workshop concept and materials beforehand.
 - (iii) A summary report detailing the outcomes of each workshop should be submitted to the City no more than three (3) weeks following each workshop.
 - (iv) Proponents may suggest additional methods for stakeholder engagement in Proposals.
- D9.9.4 Proponents may suggest additional methods of stakeholder engagement in their Proposal.

D10. APPLICABLE SERVICES AND FUNDS AVAILABLE

- D10.1 The Services required under D4 shall be in accordance with the City's Project Management Manual and templates <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>. Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D10.2 The following shall apply to the Services:

- (a) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (b) Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D10.3 The funds available for this Contract are \$275,000.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

D11.1 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.

D12. INSURANCE

D12.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D12.2 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.

D12.2.1 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.

D12.3 The policies required in D12.2(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.

- D12.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D12.2(a) and D12.2(c).
- D12.5 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 D12.8.
- D12.6 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.
- D12.7 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.
- D12.8 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

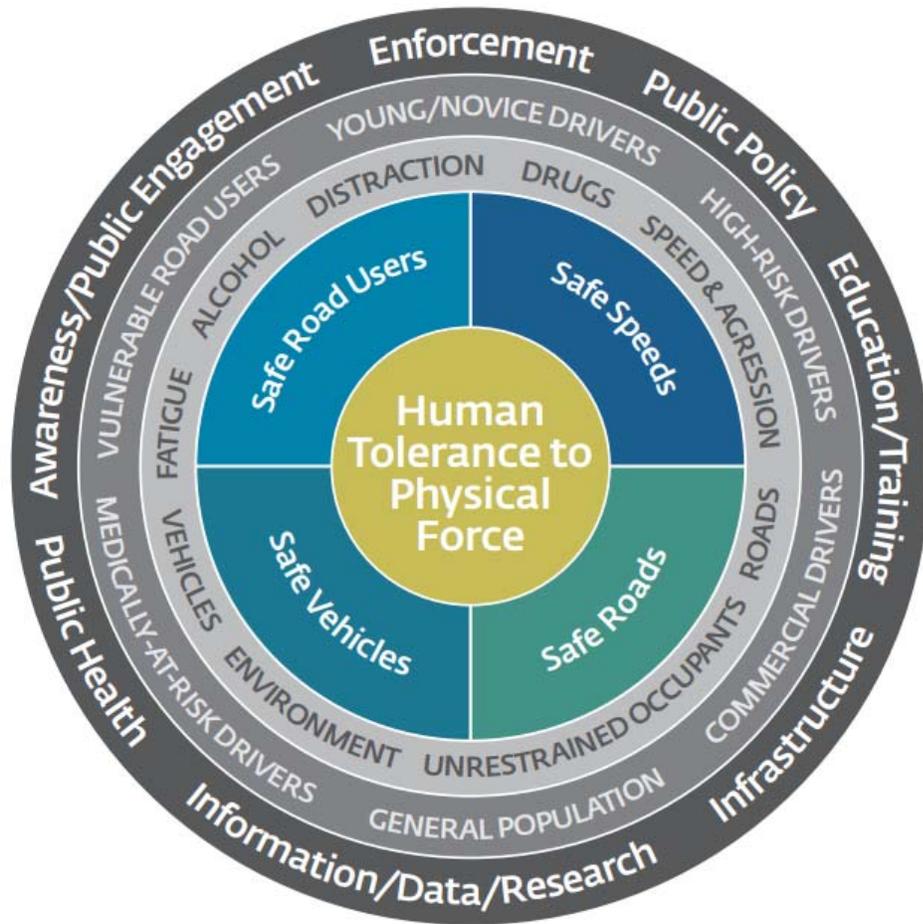
D13. COMMENCEMENT

- D13.1 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.
- D13.2 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 D11;
 - (ii) evidence of the insurance specified in D12;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D13.3 The City intends to award this Contract by October 29, 2019.

D14. CRITICAL STAGES

- D14.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Phase 1 to be completed by April 15, 2020;
 - (i) Public engagement expected to occur in January and February, 2020.
 - (b) Phase 2 to be completed by May 31, 2020;
 - (c) Phase 3 to be completed by August 24, 2020;
 - (i) Public engagement expected to occur in June 2020.

APPENDIX A – SAFE SYSTEMS APPROACH



1.1

Image Source: Government of Manitoba and Manitoba Public Insurance (2017), *Manitoba Road Safety Plan 2017 – 2020: Road to Zero*, pp. 11