THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 887-2019

PUBLIC ENGAGEMENT SERVICES FOR THE MARION STREET CORRIDOR IMPROVEMENTS 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
# TABLE OF CONTENTS

## PART A - PROPOSAL SUBMISSION
- Form A: Proposal 1
- Form P: Person Hours 1

## PART B - BIDDING PROCEDURES
- B1. Contract Title 1
- B2. Submission Deadline 1
- B3. Enquiries 1
- B4. Confidentiality 1
- B5. Addenda 2
- B6. Proposal Submission 2
- B7. Proposal (Section A) 3
- B8. Fees (Section B) 4
- B9. Experience of Proponent and Subconsultants (Section C) 4
- B10. Experience of Key Personnel Assigned to the Project (Section D) 5
- B11. Project Understanding and Methodology (Section E) 5
- B12. Project Schedule (Section F) 6
- B13. Disclosure 6
- B14. Conflict of Interest and Good Faith 6
- B15. Qualification 7
- B16. Opening of Proposals and Release of Information 8
- B17. Irrevocable Offer 8
- B18. Withdrawal of Offers 8
- B19. Interviews 9
- B20. Negotiations 9
- B21. Evaluation of Proposals 9
- B22. Award of Contract 10

## PART C - GENERAL CONDITIONS
- C0. General Conditions 1

## PART D - SUPPLEMENTAL CONDITIONS
### General
- D1. General Conditions 1
- D2. Project Manager 1
- D3. Introduction and Background 1
- D4. Scope of Services 2
- D5. Public Engagement Services for the Marion Street Corridor Improvements Study 3

### Submissions
- D6. Authority to Carry on Business 8
- D7. Insurance 8

### Schedule of Services
- D8. Commencement 9
- D9. Critical Stages 9
PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PUBLIC ENGAGEMENT SERVICES FOR THE MARION STREET CORRIDOR IMPROVEMENTS STUDY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 20, 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](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 size and, font, etc., will not be regulated, except that the number of pages is limited to twenty (20) and 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 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). An allowance of up to 8% may be made for overhead expenses. The amount for each disbursement shall be shown on Form P: Person hours as Type 1 Disbursement.

B8.5 Further to B8.4, the Fee Proposal, in addition to the Total Bid Price, include an allowance for venue(s) rental, mass mailing of notices cost. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs. An allowance of up to 5% may be made for handling charges. The amount for each disbursement shall be shown on Form P: Person hours as Type 2 Disbursement.

B8.5.1 Further to B8.5 the proponent fees for public engagement activities associated with these activities shall not be considered disbursements.

B8.6 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.

B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B9.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in applicable public engagement services as required in D4.1 for up to three projects of similar scope and complexity and/or similar size and complexity. For each project listed the Proponent should submit: a description of the project; role of the proponent; project’s original contracted cost and final cost separated into design and construction costs (if applicable); the year the project was completed; the project owner; and reference information (one current name with telephone number per project).

B9.1.1 For each project listed in B9.1, the Proponent should additionally submit: examples of how the project reflected and responded to the seven IAP2 Core Values of Public Participation, examples of visually eye-catching, engaging materials, examples of how an in-person event was designed for those affected by the project, example of how different perspectives were brought together in the project, example of how feedback was considered and reflected in recommendations/design, and an example of how the project reflected the iterative nature of public engagement.

B9.1.2 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.2 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. Include an organizational chart for the Project.

B10.2 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.

B10.3 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 public engagement professionals. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in public engagement 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. 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 description of project, role of the person, project Owner; reference information (one current name with telephone number per project), and if applicable, provide: examples of how the project reflected and responded to the seven IAP2 Core Values of Public Participation.

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. Methodology should be presented in accordance with the Scope of Services identified in D4. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. Proponents should describe their methods for quality control and quality assurance.

(a) Proposals should address the team’s understanding of the project requirements; including but not limited to:

(b) the team’s understanding how the stakeholder discussions and feedback integrates into the planning and decision-making process;

(c) how the project will reflect and respond to the seven IAP2 Core Values of Public Participation, examples of visually eye-catching, engaging materials and in-person events

(d) how different perspectives and feedback considered and reflected in the recommendations/design can influence the project, the City’s Project methodology with respect to the information provided within this RFP; and

(e) any other issue that conveys your team’s understanding of the Project requirements.

(f) The Proposal should explicitly list dates for all key meetings and list all the planned deliverables and their formats for the project and state any assumptions made with respect to the deliverables and the Scope of Services.

B11.2 The Proposal should also list all activities and services to be provided by the City.

B11.3 For each person identified in B10, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B11.4 Methodology should be presented in accordance with the Scope of Services identified in D4.1. A table, similar to the “Person Hours” form P, should be included that details an outline of the work program for all Phases of the assignment including the hourly rate and estimated time for each individual and each task. The table should also include the cost of all applicable disbursements and any associated mark-ups. Subtotals should be provided summarizing the costs for each individual, each task, and each Phase of the assignment.
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. The schedule should demonstrate how the Scope of Services of RFP 888-2019 collaborates with the Scope of Services of this RFP, as shown described in D5.1

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;

(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 public engagement 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%
(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) 40%
(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 B8.

B21.7 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.

B21.8 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.

B21.9 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.

B21.10 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.

B21.11 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.

B21.12 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 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B22.4 The City may, at its discretion, award the Contract in phases.
B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue an award letter to the successful Proponent in lieu of execution of a Contract.

B22.5.1 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 award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).

B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.

B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.
PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

C0.1 The General Conditions for Consultant Services (Revision 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/matmgmt/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: Damir Muhurdarevic, P. Eng.
Telephone No. 204-986-3712
Email Address: DMuhurdarevic@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. INTRODUCTION AND BACKGROUND

D3.1 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.

D3.2 In 2011, Council adopted the Transportation Master Plan (TMP) which included Marion Street Widening/Grade Separation and Improvements between Archibald Street and Lagimodiere Blvd. as a short term project.

D3.3 In 2013, the Public Service engaged MMM Group Ltd. to undertake the functional design study. The primary focus of this study was to improve traffic capacity and safety. The functional design study was completed in 2015 identifying the Option 2 alignment which included widening Marion Street to six lanes between Youville Street and Lagimodiere Boulevard including realignment of Route 115 to connect Marion Street directly with Dugald Road. A grade separation of Marion Street was proposed at Archibald Street and the CP Emerson Subdivision. Additional information on the previous study can be found at https://winnipeg.ca/publicworks/construction/studies/marionwidening.stm.

D3.4 In 2016, Council directed that the previous study be received as information and that the Public Service be directed to investigate and report back on more affordable functional design options to improve transportation deficiencies along Marion Street between Lagimodiere Boulevard and Youville Street that do not include a grade separation or widening. Further, the more affordable options to be investigated shall include a public engagement process, improvements to accommodate pedestrians/cyclists, improvements to safety and traffic operations at key intersections while minimizing land requirements.

D3.5 A separate study carried out concurrently as outlined in RFP 888-2019 Professional Consulting Services for the Marion Street Corridor Improvements Study will focus on budget conscious design solutions along Route 115 from St. Mary’s Road to east of the Lagimodiere Boulevard/Dugald Road intersection.

(a) There are interrelated areas within the neighbourhood the street passes through, each with unique uses, needs and challenges and implementing any change within one area requires changes to another with the goal of improving the livability of the Marion/Goulet couplet while creating a safe travel area for all modes of transportation. Generally that study will include the following components:
(i) Investigation of a complete streets approach for the Marion Street and Goulet Street couplet between St. Mary’s Road and Youville Street.

(ii) Geometric Improvement to the Marion Street to Goulet Street connection at Youville Street.

(iii) At-grade intersection and rail safety improvements at the Marion Street/Archibald intersection and CP Emerson Subdivision railway crossing.

(iv) Intersection improvements the Marion Street/Panet Road/Dawson Road N intersection.

(v) Improvements on Lagimodiere Boulevard including intersection improvement at Marion Street and Dugald Road intersections to improve traffic flow on Route 115 and Route 20 (Lagimodiere Boulevard).

(vi) Review of the remaining portions of Marion Street for safety and renewal requirements of the four lane roadway while minimizing land requirements.

(vii) Incorporating pedestrian and cycling requirement within the study area.

(b) The study shall prioritize the recommended improvements along the corridor that may include staging and budgeting specific improvements over many years.

D3.6 In 2017, the City asked members of the public and stakeholders for help reopening the conversation on Marion Street to plan public engagement in ways that were most relevant to the community. Feedback was gathered through an online survey and stakeholder interviews. The Public Engagement Planning Report ([https://www.winnipeg.ca/publicworks/construction/pdf/MarionDugald/Engagement_Planning_Report_2017-09-11.pdf](https://www.winnipeg.ca/publicworks/construction/pdf/MarionDugald/Engagement_Planning_Report_2017-09-11.pdf)) identified issues with the way the community had been engaged in the initial study of area traffic improvements and provides direction for engagement techniques that are most relevant to the community.

D3.7 In 2019, public engagement components were carried out in accordance with the feedback provide in 2017. This included: more online opportunities, robust project notification, and pre-RFP engagement that sought input on project scope and helped to set the foundation for this current study. This phase of public engagement was conducted by the City of Winnipeg Office of Public Engagement. The engagement program included an online survey and mapping tool, 12 key person interviews, door-to-door delivery of a project newsletter by the project team along the project corridor and a public in-person listening and mapping session. A report on the approach and findings of the engagement program can be found on the City website: [https://winnipeg.ca/publicworks/transportation/pdf/movingonmarion/MovingOnMarion_PE_Report_20190827_FINAL.pdf](https://winnipeg.ca/publicworks/transportation/pdf/movingonmarion/MovingOnMarion_PE_Report_20190827_FINAL.pdf)

D3.8 Results from the 2019 engagement program confirmed or provided the direction for the further study of: improved infrastructure for active transportation including bike lanes and streetscaping elements, preservation of Happyland Park, current and future traffic conditions around proposed new developments at the former Canada Packers lands, and signal timing optimization and geometric review of roads for improvements to safety and traffic flow. As part of the functional design study, the technical consultant will explore feasibility of localized realignment of the CPR Emerson subdivision rail line to improve safety and functionality of the Marion Street and Archibald Street intersection.

D3.9 In addition to the directions from the Public Engagement Planning Report, the 2019 public engagement program tested and confirmed a public preference for project notification through mailbox notification, followed by on-street billboards and social media (specifically Facebook) advertisements.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Public Engagement Services in accordance with the following:

(a) Public Engagement Services for the Marion Street Corridor Improvements Study as outlined in D5.
D4.1.1 The Services required under D4.1, shall be in accordance with the City’s Project Management Manual http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2 and templates http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4. 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.

D4.2 The following shall apply to the Services:
(a) City of Winnipeg Public Engagement Guidelines https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf
(c) City of Winnipeg’s Accessibility Design Standards (latest edition); http://winnipeg.ca/ppd/Universal_Design.stm

D4.3 The funds available for this Contract are $60,000.00.

D5. PUBLIC ENGAGEMENT SERVICES FOR THE MARION STREET CORRIDOR IMPROVEMENTS STUDY

D5.1 Coordination with Consultant engaged for Professional Consulting Services for the Marion Street Corridor Improvements Study RFP 888-2019

D5.1.1 The professional consulting 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.

D5.1.2 Coordination and collaboration with the successful proponent awarded Professional Consulting Services for the Marion Street Corridor Improvements Study RFP 888-2019 are required.
(a) In consultation with the Technical Steering Committee, schedule project requirements to sync timelines for meetings and deliverables to ensure technical information/materials supplements engagement information/materials development. Include schedule flexibility for technical materials to meet approval deadlines.
(b) Incorporate technical information and materials as received from the professional consultant in development of public engagement materials.
(c) Coordinate attendance for public events/sessions and stakeholder meetings with technical experts, as assigned according to the Professional Services for the Marion Street Corridor Improvements Study RFP.
(d) 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.

D5.1.3 Proponents may choose to submit Proposals for both this and the professional consulting services Request for Proposal. Personnel forming the project team for this study may also be included as part of the professional consulting services project team.

D5.2 Public and Stakeholder Engagement Program

D5.2.1 Public engagement strategy
(a) Strategy to follow direction of Marion Dugald Transportation Study public engagement report (https://www.winnipeg.ca/publicworks/construction/pdf/MarionDugald/Engagement_Planning_REPORT_2017-09-11.pdf) and Moving on Marion public engagement report
Work with the technical team early in the project process to align timelines and ensure public input informs design stages, and clarifies design elements not open to public input due to technical or regulatory needs.

(ii) Develop draft strategy using templates provided by the City’s Office of Public Engagement.

(iii) Work closely with the City’s public engagement team, including one (1) meeting to review public engagement strategy and monthly update meetings in addition to steering committee meetings.

(iv) Submit Draft Strategy for approval by project team and City’s Office of Public Engagement.

(v) Update strategy and engagement goals at the onset of each public engagement phase and as needs arise throughout the technical design and public engagement program.

(vi) Strategy to include but not be limited to consideration for translation needs. Allocate one (1) week for translation following approval and prior to publication of all materials.

D5.2.2 Public & Stakeholder Objectives

Ensure that execution of public engagement program carried out as outlined in this section results in reaching the following objectives.

(a) Understanding the City’s systems and processes;

(b) Participants and the general public recognize the need for improved safety and the movement of people along the corridor while balancing the needs for neighbourhood development;

(c) Participants’ perception of active transportation improvements and vision for neighbourhood improvements are considered and incorporated into the review;

(i) Input gathered throughout the engagement program will be analyzed for trends, themes and standout ideas that are clearly communicated to the technical team.

(d) Participants understand how their input was considered and incorporated into the recommended plan/design.

(i) Clearly communicated connections between design decisions to rationale

(ii) Highlighting both input used in decision making and major themes that could not be incorporated. Provide rationale.

D5.2.3 Phase 1 (public engagement complete by City staff) – Pre-engagement;

(a) Review the Office of Public Engagement led pre-engagement program materials, including but not limited to, project website, online survey, stakeholder interviews, in-person listening session, and final public engagement report.

(b) Build on and further develop existing materials for all subsequent phases as outlined in D5.2.4 and D5.2.5.

D5.2.4 Phase 2 – Conceptual Design; of the Marion Street Corridor Improvements

(a) Phase 2 promotion

(i) Mailbox notification at onset of the phase

♦ Develop visually engaging mail out materials and outline target areas. Coordinate printing and delivery with Canada Post.

♦ Signage along potential cycling corridors at onset of the phase

♦ Develop poster(s) using City template and outline target areas. Coordinate printing and installation.

(ii) On-street billboard
♦ Develop billboard and coordinate billboard installation

(iii) Social media advertisements
♦ Develop social media advertisements using City template and outline targeting areas. City will coordinate placement.

(iv) Web content
♦ Develop web content to include, but not be limited to: text, updates, updated FAQ’s, project contact information and recommended design tab, create project overview maps.
♦ Develop artistic renderings to include but not be limited to: design options, cross sections and sample images from real life examples.
♦ Web content to work off of previously developed project webpage: Winnipeg.ca/movingonmarion

(b) Events and engagement opportunities

(i) Stakeholder group meetings
♦ Update existing stakeholder list from Phase 1 outlined in D5.2.3.
♦ Organize stakeholder list based on interests as they relate to project subject matters.
♦ Engage with relevant business, government, community, and landowner stakeholders in the area for both transportation purposes and in connection to neighbourhood development.
♦ Organize and chair at least (5) in-person stakeholder meetings, organized and delivered on themes as they relate to project subject matters (example: complete streets, active transportation, intersection improvements). Meetings should be formatted to focus on listening and development of ideas that align with engagement goals.
♦ Develop materials, organize and book venue, invite stakeholders (and City staff where appropriate) to build relationships and ensure that opportunities and outstanding issues are addressed.
♦ Document interactions and report back to technical team.
♦ Develop content for communications with stakeholders. This may include, but may not be limited to direct letters and updates to residents and businesses.

(ii) Communication log
♦ Document and maintain communication log resulting from all public touchpoints including follow-up actions
♦ Present log in sharable format with real-time editing

(iii) Online engagement
♦ Use the City’s subscription to Bang the Table online engagement platform to develop online tools, which should include but not be limited to an online survey and its corresponding mapping tool. Develop materials (including images) to populate appropriate tactics and widgets that align with public engagement goals. Review online tool for overall ease of use and understanding after development.
♦ Submit for steering committee review and approval
♦ Use the City’s Office of Public Engagement template
♦ Analyse and summarize feedback results, including, but not limited to mapping data and open ended questions

(iv) Design workshop(s)
♦ Prepare for workshop of 100-200 participants to gather feedback on conceptual designs
♦ Develop event agenda, event reminder email to RSVP list
♦ Apply engagement techniques for shared understanding and development of ideas
♦ Develop event materials: presentation, sign-in sheets, wayfinding signage, workbooks, table materials, maps, visual aids, exit survey
♦ Organize, staff and document workshop.
♦ Analyse and summarize feedback results

D5.2.5 Phase 3 – Functional Design of the Marion Street Corridor Improvements

(a) Phase 3 promotion

(i) Mailbox notification at onset of the phase
♦ Develop updated visually engaging mail out materials and outline target areas. Coordinate printing and delivery with Canada Post
♦ Signage along potential cycling corridors at onset of the phase
♦ Develop updated poster(s) using City template and outline target areas. Coordinate printing and installation

(ii) On-street billboard
♦ Develop updated billboard and coordinate billboard installation

(iii) Social media advertisements
♦ Update social media advertisements using City template and outline targeting areas. City will coordinate placement

(iv) Web content
♦ Update web content to include, but not be limited to: text, updates, updated FAQ’s, project contact information and recommended design tab, update project overview maps.
♦ Update artistic renderings to include but not be limited to: design options, cross sections and sample images from real life examples.

(b) Events and engagement opportunities

(i) Stakeholder group meetings
♦ Continue engaging with relevant business, government, community, and landowner stakeholders in the area for both transportation purposes and in connection to neighbourhood development.
♦ Organize and chair at least five (5) in-person stakeholder meetings. Format should mimic thematic organization of stakeholder meetings in Phase 2. Develop materials, organize and book venue, invite stakeholders (and City staff where appropriate) to build relationships and ensure that opportunities and outstanding issues are addressed. Meeting format focused on listening, education and accomplishment of engagement goals.
♦ Develop meeting materials with an emphasis on how input was used in decision making. Document meeting and report back to technical team.
♦ Develop content for communications with stakeholders. This may include, but may not be limited to direct letters and updates to residents and businesses.

(ii) Communication log
♦ Document and maintain ongoing communication log resulting from all public touchpoints including follow-up actions

(iii) Online engagement
♦ Use the City’s subscription to Bang the Table online engagement platform to develop online tools, which should include but not be limited to an online survey and its corresponding mapping tool. Develop appropriate tactics and widgets that align with public engagement goals.
Review online tool for overall ease of use and understanding after development.

♦ Submit for steering committee review and approval
♦ Use the City’s Office of Public Engagement template
♦ Analyse and summarize feedback results, including but not limited to mapping data and open ended questions

(iv) Public verification session(s) – Organized, staffed and documented
♦ Prepare for over 200 attendees
♦ Develop event agenda, event reminder email to RSVP list
♦ Apply techniques for education on rationale for decision making
♦ Develop event materials: presentation, sign-in sheets, wayfinding signage, table materials, visual aids, exit survey
♦ Organize, staff, and document session
♦ Analyse and summarize feedback results

D5.3 Ongoing communication and deliverables
D5.3.1 Monthly public updates
(a) Email
   (i) Utilize and maintain the previously developed project subscriber list (500+ emails). Update the subscriber list via: City website, stakeholder lists and digitization of sign-in sheets
   (ii) Use newsletter format to keep subscribers updated on project process, decision making, input, project facts and more. Include images where applicable.
   (iii) Submit materials for review prior to sending.
   (iv) Ensure content used in emails is available in a PDF format and added to the documents tab of the project website

D5.3.2 Monthly project team update
(a) Update project teams with issues as they arise
(b) Submit regular monthly updates to City and technical consultant on program status, and overall project schedule.

D5.3.3 Internal summary report following each engagement phase
   (i) Present engagement findings under design topic headings via an internal summary report on key findings
   (ii) Work with technical team to document how feedback of engagement finds was incorporated in project outcomes

D5.3.4 External summary report following each engagement phase
(a) Present engagement findings in a visually appealing summary to be posted on the City webpage.
   (b) Follow City template provided.
   (c) Infographics are encouraged.

D5.3.5 Final public engagement report
(a) Submit a final public facing complete public engagement report summarizing the complete public engagement program.
(b) Report must include what was heard and how feedback was incorporated
(c) Report must follow the City’s Office of Public Engagement Templates provided.
SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D7. INSURANCE

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

D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

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

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

(c) Professional Errors and Omissions Liability Insurance including:
   (i) an amount not less than $250,000 per claim and $500,000 in the aggregate.

D7.2.1 The Consultant’s Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

D7.3 The policies required in D7.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).

D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified
in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D7.8.

D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.

D7.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

D8.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.

D8.2 The Consultant shall not commence any Services until:

(a) the Project Manager has confirmed receipt and approval of:
   (i) evidence of authority to carry on business specified in D6;
   (ii) evidence of the insurance specified in D7;

(b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D8.3 The City intends to award this Contract by January 29, 2020.

D9. CRITICAL STAGES

D9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements. A similar list of critical stages is included in RFP 888-2019:

(a) Project will commence in early 2020.

(b) Submission of draft conceptual options for City review in early spring 2020 (as per Study Objectives of RFP 888-2019).

(c) Submission of revised conceptual options in late spring 2020 (as per Study Objectives of RFP 888-2019).

(d) Development and submission of Conceptual Design Public Engagement Materials for City Review in early summer 2020 (as per Phase 2 of the Public and Stakeholder Engagement Program)

(e) Submission of approved Conceptual Design Public Engagement Materials in late summer 2020 (as per Phase 2 of the Public and Stakeholder Engagement Program)

(f) Public Events and Engagement Opportunities will take place in early fall 2020 (as per Phase 2 of the Public and Stakeholder Engagement Program)

(g) Submission of final approved Conceptual options and in late fall 2020 (as per Study Objectives of RFP 888-2019).

(h) Submission of Public Engagement Report in late fall 2020 (as per Phase 2 of the Public and Stakeholder Engagement Program).

(i) Submission of draft functional options for City review in early 2021 (as per Study Objectives of RFP 888-2019).

(j) Submission of revised functional options and draft Functional Design Report in the first quarter of 2021 (as per Study Objectives of RFP 888-2019).
(k) Development and submission of Functional Design Public Engagement Materials for City Review in early spring 2021 (as per Phase 3 of the Public and Stakeholder Engagement Program)

(l) Submission of approved Functional Design Public Engagement Materials in Spring 2021 (as per Phase 3 of the Public and Stakeholder Engagement Program)

(m) Public Events and Engagement Opportunities will take place in late spring 2021 (as per Phase 3 of the Public and Stakeholder Engagement Program)

(n) Submission of Final Functional Design Report in summer 2021 (as per Study Objectives of RFP 888-2019).

(o) Submission of Final Public Engagement Report in summer 2021 (as per Phase 3 of the Public and Stakeholder Engagement Program).