



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 151-2020**

**PUBLIC ENGAGEMENT CONSULTING SERVICES FOR TRANSPORTATION  
MASTER PLAN: 2050**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PUBLIC ENGAGEMENT CONSULTING SERVICES FOR TRANSPORTATION MASTER PLAN: 2050

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 21, 2020.

B2.2 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.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **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 MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX 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 10 of Form A: Bid/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: Bid/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 Proposal format, size of pages and, font, etc., will not be regulated, except that the Proposal should be a maximum of 25 pages, 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 proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX.
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- 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 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: Bid/Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid/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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered 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 D5 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- 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 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing public engagement services on three projects of similar complexity, scope and value.

B9.2 For each project listed in B9.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) program design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;
- (f) reference information (one current name with telephone numbers per project, if available).

B9.2.1 For each project listed in B9.1(a), the Proponent should additionally submit:

- (a) Examples of how the project reflected and responded to the seven IAP2 Core Values of Public Participation;
- (b) examples of visually eye-catching, engaging promotional and event materials;
- (c) examples of how an in-person event was designed for those affected by the project,
- (d) examples of how different perspectives were brought together in the project;
- (e) example of how feedback was considered and reflected in recommendations/design, and;
- (f) an example of how the public engagement process was iterative.

B9.2.2 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

**B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the Project.

B10.2 Identify the following Key Personnel assigned to the Project (please note: it is possible for an individual to lead more than one aspect and therefore the presentation of the following roles is open to fluidity; however, all roles must be covered in the description in one form or another):

- (a) Lead: Public Engagement and Technical Coordination;
- (b) Lead: Report Writing;
- (c) Graphic Designer;
- (d) Lead: Input Analysis.

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, and public engagement professionals. . Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

- B10.4 For each person identified, list at least two comparable projects in which they have played a primary role 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 (one current name with telephone numbers per project).

**B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION D)**

- 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 D5.
- 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 IAP2 Core Values, as well as current and emerging trends in public engagement
  - (c) the team's general understanding of the Transportation Master Plan: 2050 project,
  - (d) understanding of current perceptions of transportation issues within the City of Winnipeg;
  - (e) the team's experience in leading multidisciplinary engagement projects that target both public and stakeholders;
  - (f) the team's understanding for co-ordination and integration between the various departments within the City of Winnipeg;
  - (g) the team's understanding for co-ordination and integration with component planning studies under the Transportation Master Plan;
  - (h) the challenges and opportunities presented when engaging the public and stakeholders on a master plan;
  - (i) the connection between public engagement objectives and techniques;
  - (j) the proposed Project budget;
  - (k) 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#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
  - (l) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 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 D5 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 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B11.9 For each person identified in B10.2, list the percent of the person's time in relation to overall working hours to be dedicated to the Project in accordance with the Scope of Services identified in D5.

## **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 Project. Reasonable times should be allowed for completion of these processes.
- B12.3 It is acknowledged that current public engagement review processes add significant time; ensure suitable time is accounted for in the schedule.
- B12.4 The project should be completed prior to June 30, 2021.
- B12.5 Additional milestone dates can be found in D5.

## **B13. DISCLOSURE**

- B13.1 Various Persons provided information or services with respect to other active consulting assignments related to this RFP. 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 Firms are:
- (a) Dillon Consulting Ltd.;
    - (i) Presentation demonstrating use of Streetlight mobile data for transportation analysis and related to the Winnipeg context.
  - (b) Stantec Inc.;;
    - (i) Provision of traffic and transit data from Airsage mobile data as related to involvement in the Transit Master Plan study.
  - (c) University of Manitoba, Transport Information Group; and
    - (i) Confirmation that the trucking database for Winnipeg and its region, as used in the 1996 TMP study Profile of Urban Goods Movement in Winnipeg, continues to be maintained and updated.
  - (d) WSP
    - (i) Various materials related to previous transportation master plan studies in Winnipeg, including but limited to Profile of Urban Goods Movement in Winnipeg (1996).
- B13.3 Additional Material:
- (a) Various materials related to previous transportation master plan studies in Winnipeg.

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

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

## **B15. QUALIFICATION**

B15.1 The Proponent shall:

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

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

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

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

- (a) have successfully carried out services for the programming; design, implementation, and contract administration of public engagement and/or communications 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; and
- (f) upon request of the Project Manager, provide the Security Clearances as identified in PART E.

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 Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

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 11 of Form A: Bid/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 Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

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

B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

#### **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) 25%
- (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) the Award Authority may reject a Proposal as a Proposal as being non-responsive if it exceeds the funds available as shown in D5.1(c).
- 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 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 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of an award letter.

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 Proponent 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](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:

Julie Dooley, Communications Coordinator, Public Works

Telephone No. 204 986-2992

Cellphone No. 204-391-5498

Email Address: [juliedooley@winnipeg.ca](mailto:juliedooley@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.

#### D3. BACKGROUND

D3.1 Development plan review:

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

D3.2 Transportation Master Plan: 2050 (TMP2050) review:

- (a) Smart Mobility – Winnipeg's Transportation Master Plan (TMP2050), together with the accompanying Winnipeg Pedestrian and Cycling Strategies Plan, is the City's blueprint for planning, investing, developing and operating its walking, cycling, transit and road networks over the next three decades.
- (b) The Public Works Department has started the process of updating the TMP2050, which was last approved by Council in 2011.
- (c) The update of the Transportation Master Plan: 2050 planning document will encompass a series of component planning studies which are as follows:
  - (i) Transportation Master Plan – Core Framework Study
  - (ii) Transportation Master Plan – Goods Movement Study
  - (iii) Transportation Master Plan – Emerging Technologies & Future Transportation Study
  - (iv) Transportation Master Plan – Non-Capital Intensive Transportation Options Report
  - (v) Transportation Master Plan – Winnipeg Region Transportation Review
  - (vi) Transportation Master Plan – Pedestrian & Cycling Strategy Update
- (d) Each of these component studies will be released as separate and individual Request for Proposals for consulting service. Once the work has been completed on each of these component studies by external proponents, City of Winnipeg staff will cull and complete the Transportation Master Plan: 2050 final planning document using these studies.
- (e) Public and stakeholder feedback will help the City identify issues and ultimately align technical findings and recommendations with the wants, needs, and ideas of

Winnipeggers. Phase 1 of the public engagement program will identify public values, the current state of the transportation network and needs. Key components of each technical study will be presented back to the public and stakeholders for review, prioritization and confirmation at various stages throughout the process.

### D3.3 Transportation Network Overview

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

D3.4 With the City of Winnipeg forecast to grow by over 200,000 people by 2040, the Transportation Master Plan (TMP2050) and its associated components will guide decisions related to investment and development of infrastructure and delivery of services for the overall transportation network that supports *OurWinnipeg's* direction for urban growth, and influences the social, environmental and economic vitality of the city.



#### **D4. PROJECT PURPOSE**

D4.1 The purpose of the public engagement component is to work directly with stakeholder and the public throughout the Transportation Master Plan development process to ensure that public concerns and aspirations are consistently understood and considered, and that public feedback is used in addition to technical data to support decision making in the final Transportation Master Plan recommendations.

D4.2 TMP2050 Vision

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

D4.3 Overall TMP2050 Study Goals

- (a) To ensure that the updated Transportation Master Plan undertakes a comprehensive analysis of transportation network and reflects City's desire for a more sustainable community in accordance to the following goals and strategic priorities:.

##### **Leadership and Good Governance**

- Strategic Approach  
*Establish a framework with realistic and quantitative planning objectives for emerging technologies and business models such as the electrification of transportation, automated vehicles, shared mobility, and "mobility as a service"(MaaS) with the objective of reducing greenhouse gas emissions.*
- Performance Measures  
*Identify a performance framework that is tied to the TMP50 strategic objectives and monitors outputs, outcomes and external influences.*
- Create a Living Plan  
*Incorporate an appropriate level of flexibility into the plan to allow for adaptation to unforeseeable changes and opportunities in the future, particularly for the more distant future where the level of uncertainty is highest.*

##### **Environmental Resilience**

- Environmental Sustainability  
*Facilitate an understanding of the impact of the current transportation network on the ecosystem (land, water and air) and advance low carbon pathway mobility options such as walking, cycling, transit, rideshare, carpool, and electric vehicles as described in the Winnipeg Climate Action Plan.*

##### **Economic Prosperity**

- Economic Development  
*Support development or redevelopment of major node areas with emphasis on efficient goods transportation for business and industry.*
- Financial Responsibility  
*Estimate capital and operating costs for all future recommendations in the TMP50 plan. Consider life cycle costs, maintenance and overall cost-effectiveness to ensure the long-term financial affordability of the plan.*

##### **Good Health and Well-Being**

- Choice of Modes  
*Identify barriers to use and develop strategies to increase walking, cycling, transit, ridesharing and carpooling in an effort to reduce high levels of single-occupant automobile use. This will promote healthier active lifestyles.*

### **Social Equity**

- Fairness  
*Apply an equity lens to address potential systemic barriers and inequities in transportation for vulnerable groups (i.e. – elderly, single parents, low-income families and users of mobility devices).*
- Inclusiveness  
*Maximize accessibility and mobility on multi-modes for all users regardless of age, ability or income.*

### **City Building**

- Transportation and Land-use  
*Reinforce the critical link between transportation and land use, and ensure the continued alignment of the TMP and OurWinnipeg and the Complete Communities Strategy to best support the City's goals.*
- Manage Transportation Demand  
*Identify a range of Transportation Demand Management (TDM) tools that include but are not limited to use of new transportation technologies, land development review and approvals, user pricing, and program incentives.*
- Manage Transportation Supply  
*Identify means to maximize multi-modal capacity of current infrastructure and improve level of service. The goal is not about reducing travel times, rather about making sure that as many people as possible have freedom of mobility and can get to work, medical appointments, shopping, school, recreational and other activities safely and effectively.*

## **D5. SCOPE OF SERVICES**

D5.1 The Services required under this Contract shall consist of Public Engagement Services in accordance with the following:

- (a) Public Engagement Services for the TMP2050: 2050 as outlined in D5.2
- (b) The Services required under D5.2 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.
- (c) The funds available for this Contract are \$100,000
- (d) The Services listed below are in addition to the ongoing public engagement work carried out by the City of Winnipeg. The work of the City of Winnipeg team and the proponent will be complimentary. The proponent shall work collaboratively with the City of Winnipeg team throughout the project to ensure consistency and evaluation to achieve the objectives listed in D5.2.2.

### **D5.2 Public and Stakeholder Engagement Program General Requirements**

- (a) Strategy to follow direction of developed public engagement strategy (Appendix B).
- (b) 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
- (c) Develop draft strategy using templates provided by the City's Office of Public Engagement.

- (d) 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.
- (e) Submit Draft Strategy for approval by project team and City's Office of Public Engagement
- (f) 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.
- (g) 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.
- (h) Coordination with Concurrent Work and Consultants for Component Planning Studies:
  - (i) The successful proponent for the Project will be expected to coordinate their work and share information to the maximum extent possible with concurrent City projects, such as OurWinnipeg and the Winnipeg Transit Master Plan.
  - (ii) The successful proponent will be expected to coordinate their work with and gather information to the maximum extent possible from other proponents concurrently working on other studies for Public Works and related to the Transportation Master Plan, such as TMP2050 Goods Movement Study, Winnipeg Regional Transportation Report, Emerging Technologies & Future Transportation Study, Active Transportation Study, Non-Capital Intensive Transportation Options Report and the Road Safety Strategic Action Plan. This coordination will be managed by the City of Winnipeg.
  - (iii) Coordinate project schedule of this Project with the successful proponents and sync timelines for meetings and deliverables to ensure technical information and materials supports engagement information and materials and public input informs design stages. Include flexibility for technical materials to meet design deadlines. Submit schedules and list of materials to be submitted for City review by City and update at start of each project phase.
  - (iv) Coordinate with the successful proponents to obtain technical information and materials necessary to develop required public engagement materials as outlined in D5.2.
  - (v) Coordinate with the successful proponents to provide technical experts for public events and sessions as outlined in D5.2
  - (vi) Coordinate with the successful proponents to ensure that public input obtained as outlined in D5.2 is mutually analysed and reflected in the strategies developed by successful proponents and incorporated into the final TMP2050.
  - (vii) Coordinate with the successful proponents as public input is received at each phase outlined in D5.2 to ensure that technical strategies are updated at each phase to reflect the iterative nature of public engagement.
- (i) The successful proponent will be expected to work closely with the City's Office of Public Engagement and City Communications staff.

#### **D5.2.2 Public Engagement Objectives**

- (a) Ensure that execution of public engagement program carried out as outlined in this section results in reaching the following objectives:
  - (i) Winnipeggers understand the City's systems and processes.
  - (ii) Winnipeggers are aware of opportunities to get involved.
  - (iii) Winnipeggers have access to empirical evidence on the root causes of congestion in the transportation network. Example: The last decade of population growth.
  - (iv) Winnipeggers understand the 30-year vision for the transportation network (established through other planning documents).

- (v) Winnipeggers recognize the need to strategically plan the future of transportation in our city, and that future strategies must balance the needs of many types of road users.
- (vi) Winnipeggers understand that different approaches and strategies will be required for different areas of the city. Example: Road widening in dense areas is not feasible.
- (vii) Participants' opinions, experiences and desires and perceptions play a key role in identifying the current state and future goals of transportation in Winnipeg.
- (viii) Input gathered throughout the engagement program will be analyzed for trends, themes and standout ideas that are clearly communicated to the technical team
- (ix) Participant feedback on draft strategies is incorporated when developing the final document:
  - ◆ Clearly communicated connections between design decisions to rational
  - ◆ Highlighting both input used in decision making and major themes that could not be incorporated. Provide rationale.

### **D5.2.3 Phase 1: Current State**

- (a) Stakeholder Engagement:
  - (i) Develop and manage stakeholder index
    - ◆ Develop index of relevant businesses, government, communities, industries, and special interest groups
    - ◆ Organize in tiers in relation to how they are impacted by the project
    - ◆ Update as required and at the start of each phase
  - (ii) Stakeholder communications
    - ◆ Develop content for communications with stakeholders. This may include direct letters and email updates prior to each engagement opportunity and following up at the end of each engagement phase. Additional updates may be required depending on unforeseen circumstances or changes to the project.
  - (iii) Stakeholder group meetings
    - ◆ Organize and chair at least twenty (20) in-person stakeholder meetings. Plan, schedule, invite participants (and Project staff where appropriate), and facilitate.
    - ◆ Develop discussion guide and line of questioning
    - ◆ Record and provide detailed minutes from stakeholder discussions.
    - ◆ Prepare and provide summary of stakeholder discussions, identifying key themes and concerns.
  - (iv) Stakeholder engagement report and summary
    - ◆ Draft summary of feedback received across all channels including but not limited to emails and meetings in phase 1.
    - ◆ Internal report to include detailed information
    - ◆ Summary to be part of public facing report and will have identifying details removed.
  - (v) Statistically significant survey
    - ◆ A statistically relevant sample of Winnipeg's population
    - ◆ Results to be delivered in a detailed report and summary of results including charts or graphs of key information
  - (vi) Promotional installation
    - ◆ Plan, develop and illustrate a series of 4-6 large format boards to be installed together throughout Winnipeg
    - ◆ Design should be attractive and include key messaging

- ◆ Location should be suggested and confirmed with City staff including at least one location where boards are available in French in the Riel District

#### **D5.2.4 Phase 2: Confirm Strategies**

##### **(a) Stakeholder Engagement**

###### **(i) Stakeholder workshops**

- ◆ Organize and chair at least ten (10) in-person stakeholder workshops. Plan, schedule, invite participants and facilitate.
- ◆ Work with the project team to categorize stakeholders into larger groups with common interests to lessen number of sessions required.
- ◆ Record and provided detailed minutes from stakeholder activities.
- ◆ Prepare and provide a summary of stakeholder discussions and input, identifying key themes and concerns.

###### **(ii) Stakeholder engagement report and summary**

- ◆ Draft summary of feedback received across all channels including but not limited to emails and meetings in phase 1.
- ◆ Internal report to include detailed information
- ◆ Summary to be part of public facing report and will have identifying details removed.

##### **(b) Phase 2 Public Engagement**

###### **(i) Strategies booklet**

- ◆ Develop strategies booklet outlining at a high level the different strategies proposed by the TMP2050. Should use plain language and present strategies in visually appealing format.
- ◆ Work with technical consultant to receive visual materials.
- ◆ Material to be available digitally and in printed format.

###### **(ii) Web content**

- ◆ Update web materials to include, but not be limited to: text, updates, updated FAQ's, updated timeline, engagement information, documents, and project overview maps.

###### **(iii) Strategy workshops**

- ◆ Organize and chair at least five (5) in-person stakeholder workshops to be located in each quadrant of the City and Downtown to gather feedback on draft strategies. Plan, schedule, staff and facilitate each event.
- ◆ Work with the project team to find appropriate venues, anticipating at least 100 people per event.
- ◆ Develop event agenda, invitations, RSVP list and reminder for email distribution
- ◆ Develop event materials including but not limited to presentations, sign-in sheets, wayfinding signage, workbooks, table materials, maps, visual aids and exit survey using City templates
- ◆ Apply engagement techniques for shared understanding and development of ideas
- ◆ Record and provide detailed documentation of workshop including a summary of key themes and concerns.

##### **(c) Ongoing communication and deliverables**

###### **(i) Communication log**

- ◆ Create, monitor and respond to submission to a project email address and phone inquiries

- ◆ Document and maintain communication log resulting from all public touchpoints including follow-up actions
- ◆ Present log in sharable format with real-time editing

### D5.3 Project Milestones

D5.3.1 The latest acceptable milestone dates shown below are based on an award of contract no later than May 25, 2020, as well as an immediate commencement of Work by the Consultant.

D5.3.2 The following are the overall Project Milestones:

Task	Milestone Date
Consultant Work Plan	June 15, 2020
Phase 1 Engagement – Current State Identification (engagement by others; stakeholder consultations by successful proponent)	June-September, 2020
Phase 1 Public Engagement Report (including stakeholder feedback report by successful proponent)	October 30, 2020
Phase 2 Engagement – Draft Strategies & Recommendations Review	February – March, 2021
Phase 2 Engagement Report	April 15, 2021
Draft Final Transportation Master Plan	By others June 30, 2021
Phase 3 Engagement – Plan Presentation & Verification	By others September – October, 2021
<i>Final Transportation Master Plan</i>	<i>By others Oct. 15, 2021</i>

## 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 \$50,000 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 any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D7.2(a) and D7.2(b).
- D7.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).
- D7.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D7.9.
- D7.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **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 May 25, 2020.

**D9. COVID-19 SCHEDULE DELAYS**

- D9.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government, and in close consultation with the Project Manager.
- D9.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D9.3 Within seven (7) Calendar Days of the award of Contract, the Consultant shall declare whether COVID-19 will affect the start date. If the Consultant declares that COVID-19 will affect the start date, the Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff or work by others.
- D9.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D9.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D9.5 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.



## PART E - SECURITY CLEARANCE

### E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Services under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:  
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
  - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- E1.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Project Manager.
- E1.3 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Services, the Consultant shall supply the Project Manager with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Services.
- E1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Services.
- E1.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Services.

## APPENDIX A – LIST OF REFERENCE DOCUMENTS

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

### Winnipeg Specific

- OurWinnipeg (various documents) – note that updates to these have commenced.
- Winnipeg Transportation Master Plan 2011 – note that update to this has commenced
- 2015 Pedestrian and Cycling Strategies – City of Winnipeg Public Works
- Walking & Cycling Report Card: Three Year Report Card – City of Winnipeg Public Works
- WATS (Winnipeg Area Transportation Study) – 2007
- The Planning and Land Use Model (PLUM) – WhatIf Technologies / City of Winnipeg Planning, Property and Development Department
- Winnipeg's Climate Action Plan – May 2018

### Other Cities

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

### 'Best Practices' / Reference Documents

- Faster, Smarter, Greener: The Future of the Car and Urban Mobility – Venkat Sumantran, Charles Fine, and David Gonsalvez 2017
- City Cycling – John Pucher and Ralph Buehler 2012
- Walkable City Rules: 101 Steps to Making Better Places – Jeff Speck 2018
- Transport Revolutions: Moving People and Freight Without Oil – Richard Gilbert 2010
- Transport Justice: Designing Fair Transportation Systems – Karel Mertens 2016

## APPENDIX B – PUBLIC ENGAGEMENT STRATEGY

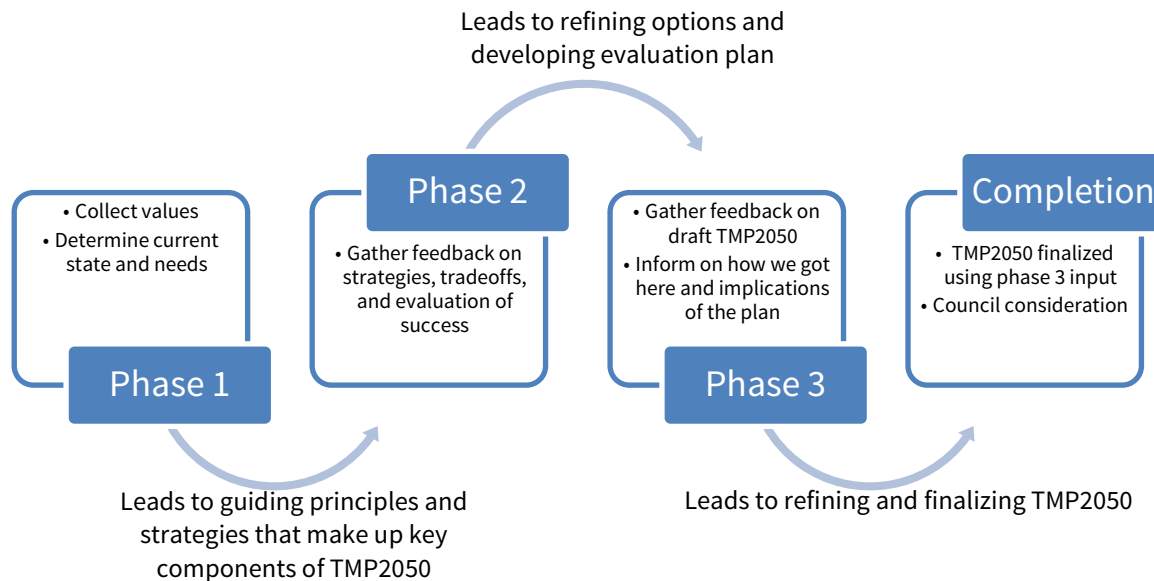
### PROJECT NAME: Transportation Master Plan: 2050 (TMP2050: 2050)

<b>BID OPP #(if applicable): 151-2020</b>	<b>Public Engagement (PE) CONSULTANT: TBA</b> <b>OTHER CONSULTANTS: TBA</b>
<b>DEPT: Public Works</b>	<b>CITY PROJECT MANAGER: Alex Regiec</b> <b>CONTRACT ADMINISTRATOR: Julie Dooley</b>
<b>WARD: City-wide</b>	<b>Office of Public Engagement (OPE) : Morgan Vespa and Natalie Geddes</b> <b>Communications Officer (Comms): Julie Dooley</b>

**IAP2 SPECTRUM and ASSOCIATED GOAL:** Involve - To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.

#### PUBLIC ENGAGEMENT OBJECTIVES:

- Winnipeggers are aware of opportunities to get involved.
- Winnipeggers have access to empirical evidence on the root causes of congestion in the transportation network. Example: The last decade of population growth.
- Winnipeggers understand the 30-year vision for the transportation network (established through other planning documents).
- Winnipeggers recognize the need to strategically plan the future of transportation in our city, and that future strategies must balance the needs of many types of road users.
- Winnipeggers understand that different approaches and strategies will be required for different areas of the city. Example: Road widening in dense areas is not feasible.
- Participants’ opinions, experiences and desires and perceptions play a key role in identifying the current state and future goals of transportation in Winnipeg.
- Participant feedback on draft strategies is incorporated when developing the final document.
- Participants understand how their input was considered and incorporated into the final document.



**ONGOING COMMUNICATIONS**

<b>Technique</b>	<b>Responsibility</b>
All materials	Technical team to provide content to use to draft materials for public and stakeholders See section below for drafting responsibilities Project manager to review Communications to review
Communication log and stakeholder index	City to provide initial list PE Consultant to further develop and track communications
Project webpage	Comms: Develop and update Communications Strategy OPE: Update and draft public engagement web updates PE Consultant: Update web materials for Phase 2 Technical team: Provide information to base web updates
Email	PE Consultant: monitor email, correspond responses, respond

**PHASES**

**Phase 1 – Current State**

**Title: Where are we now?**

**April – June 2020**

**Questions:**

- Note: End goal (Where are we going?) is guided by OurWinnipeg, Climate Action Plan and other City strategies and policies
- What means of transportation do you currently use and why?
- How can transportation support a better quality of life for you?
- What are your values tied to transportation?

<b>Technique</b>	<b>Responsibility</b>
Internal meetings and steering committee	Project Manager
Stakeholder update and initial outreach	PE Consultant
Stakeholder meetings (20 small groups)	PE Consultant
Meeting-in-a-box toolkit	OPE
Statistically significant survey of Winnipeggers	Research Consultant (City to contract directly)
Video 1 – overview	Digital Consultant (City to contract directly)
Public installation	PE Consultant
Promotion materials	PE Consultant
Online engagement	OPE
Panel and workshop (in-person event)	OPE
Phase 1 Summary	OPE to draft; PE Consultant to draft stakeholder engagement section

## Phase 2 – Confirm strategies

**Title: How do we get where we are going?**

**December 2020 – February 2021**

- Which strategies best match the values identified in phase 1?
- What other strategies do you see best fitting Winnipeg?
- Balancing the needs of different users and modes requires tradeoffs - Which tradeoffs are you most open to?

Technique	Responsibility
Stakeholder Workshops (up to 10)	PE Consultant
Strategy Video	Digital Consultant (City to contract directly)
Strategy Workshops (up to 5 in-person events)	PE Consultant to plan; technical team to attend
Promotion materials	PE Consultant
Online engagement	OPE
Phase 2 Summary	PE Consultant to draft; OPE to provide online engagement results

## Phase 3 – Confirm priorities from draft

**Title: Does the plan address community needs?**

**August – October 2021**

- How should we measure and evaluate our progress? What does success look like to you?
- What actions are your highest priorities?

Technique	Responsibility
Stakeholder presentation with tradeshow style discussions afterwards	OPE and technical team
Draft report summary video	Digital Consultant (City to contract directly)
Open houses	OPE
Online presentation	OPE
Online survey	OPE
Phase 3 Summary	OPE

### Anticipated Milestones:

- RFPs issued
- Public project launch
- Phase 1 engagement opportunities
- Draft Transportation strategies
- Phase 2 engagement opportunities on options
- Draft Transportation Master Plan public
- Phase 3 engagement on draft plan
- Whitepaper to City Council and public
- Recommended TMP2050 public
- Report public and opportunity for delegations
- Council consideration
- Final decision