



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 69-2020

**PROFESSIONAL CONSULTING SERVICES FOR WINNIPEG AREA
TRANSPORTATION MASTER PLAN – PEDESTRIAN & CYCLING STRATEGIES
UPDATE**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR WINNIPEG AREA TRANSPORTATION MASTER PLAN – PEDESTRIAN & CYCLING STRATEGIES UPDATE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, Monday, April 17th 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.
- 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, including, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- (a) The Proposal shall be no more than 25 pages, exclusive of the required forms, cover page, table of contents, tables, charts, drawings and schedule. Failure to adhere to the page limitation may render the Proposal non-responsive.
- B6.6 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.

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

- B8.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on three projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original contracted cost and final cost;
 - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
- B10.2 Identify the following Key Personnel assigned to the Project:
- (a) project manager; and
 - (b) Active Transportation Planning and Policy Expert.
- B10.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers . 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 (two current names with telephone numbers per project).

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in 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 the 2015 Pedestrian and Cycling Strategies;
 - (c) the team's understanding of best practice related to active transportation policy and planning;
 - (d) the team's understanding of current and future active transportation issues within the City of Winnipeg;
 - (e) the team's understanding of the linkage between the vehicular, transit and active transportation system and the requirement to link the Pedestrian and Cycling Strategies to the TMP50;
 - (f) the team's understanding for co-ordination and integration between the various departments within the City of Winnipeg;
 - (g) the proposed Project budget;
 - (h) 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;
 - (i) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D5 Scope of Services.
- B11.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.5.
- B11.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B11.8 For each person identified in B10.2, list the percent of the person's time 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 design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

- B12.3 Developing this project schedule should consider key dates in the TMP50 Core Framework to ensure the process is able to take appropriate guidance from the TMP50 Core Framework.
- B12.4 This project schedule must be flexible in order to coordinate with City's Office of Public Engagement, City Communications staff, and an independent consultant who will be engaged under a separate RFP and tasked with delivering public engagement for the entire TMP50 project.

B13. DISCLOSURE

- B13.1 Various Firms provided information or services with respect 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 Firms is listed below.
- B13.2 The Firms are:
- (a) Dillon Consulting Ltd.;
 - (i) Presentation demonstrating use of Streetlight mobile data for transportation analysis and related to the Winnipeg context.
 - (b) Stantec Inc.;
 - (i) Provision of traffic and transit data from Airsage mobile data as related to involvement in the Transit Master Plan study.
 - (c) University of Manitoba, Transport Information Group; 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) Urban Systems.
 - (i) Lead consultant for the existing 2015 Pedestrian and Cycling Strategies.
- B13.3 Additional Material:
- (a) Various materials related to the ongoing Winnipeg Transit Master Plan study, including but not limited to preliminary design maps provided by Stantec.

B14. CONFLICT OF INTEREST AND GOOD FAITH

- B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the 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, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
 - (f) upon request of the Project Manager, provide the Security Clearances as identified in PART E - ; and
- 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.
- 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) | 30% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 25% |
| (f) Project Understanding and Methodology (Section E) | 25% |
| (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(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D5.6.
- B21.8 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.9 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.
- B21.10 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.11 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.12 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B22.3 The Services of this Contract is contingent upon Council approval of sufficient funding in the 2020 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award a Contract.
- B22.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.5 The City may, at its discretion, award the Contract in phases.
- B22.6 Further to B22.5 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.7 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.7.1 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.
- B22.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.9 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.
- B22.10 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.
- 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:

Christopher Baker, MCIP, RPP
Senior Active Transportation Planner
Telephone No. 204-391-5463
Email Address: cbaker@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 On July 15, 2015 City of Winnipeg Council approved the Pedestrian and Cycling Strategies, which provide a vision and roadmap for the future of walking and cycling in Winnipeg. The process and associated results of the work to be performed for the projects within this Tender must meet the Vision, Goals and Intent set forth in the PCS. The PCS are available at <http://walkbike.winnipeg.ca>.

D3.2 The Pedestrian and Cycling Strategies recommend periodic updates to ensure the document remains current. Also, the PCS falls below OurWinnipeg and the Transportation Master Plan in the City's policy hierarchy. This project will update the PCS and ensure it aligns with OurWinnipeg and the Transportation Master Plan.

D3.3 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.

D3.4 Transportation Master Plan (TMP50) Review

- (a) Winnipeg's Transportation Master Plan (TMP50), together with the accompanying Winnipeg Pedestrian and Cycling Strategies, are the City's blueprint for planning, investing, developing and operating its walking, cycling, transit and road networks over the next three decades.
- (b) The Public Works Department has started the process of updating the TMP50, which was last approved by Council in 2011.
- (c) The update of the Transportation Master Plan 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 Strategies Update

- D3.5 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.
- D3.6 Concurrently, and as a subsidiary plan to *OurWinnipeg* and accompanying the *Winnipeg Transit Master Plan*, the Public Works Department has started the process of updating the *Winnipeg Area Transportation Master Plan 2050* with the objective of completing it by June 30, 2021.
- D3.7 Transportation Network Overview
- (a) The transportation network is an essential component of our City, a system that contributes to the quality of life for residents, ensures business vitality, and accommodates visitors.
 - (b) The predominant mode of travel in the City of Winnipeg is by private automobile, a trend that began in the mid-20th Century as land use development patterns became suburban auto-oriented.
 - (c) Traffic in Winnipeg generates 5 billion vehicle kilometers of travel, and 40 million urban goods movement trips per year. All this is done on our road system, consisting of 1720 lane-kilometers of Regional streets, 5030 lane-kilometers of Local and Collector streets, 900 lane-kilometers of alleys, and 196 bridges and structures.
 - (d) The Public Transit System is diesel bus based and provides a radial network of 53 conventional routes, 10 rapid transit routes, 23 express routes, 3 downtown shuttles and 4 demand-response suburban routes. In 2018, Winnipeg Transit carried 48,409,060 transit trips, averaging 120,000 passengers per weekday using a fleet of 635 buses (with 505 buses used during the afternoon PM peak).
 - (e) Winnipeg Transit Plus provides service for those with physical mobility challenges and those with cognitive disabilities. 7,512 people are registered with the service which provides 1,600 trips per day. The service performs evaluations and registrations, trip booking, scheduling and confirmation functions. Service delivery is provided through 13 contracts that are currently administered by seven private operators.
 - (f) Human-powered transportation, which includes walking, cycling and rolling, occurs on a network of 2,631 kilometers of sidewalk, 290 kilometers of multi-use pathways including protected and buffered bicycle lanes, painted bicycle lanes and neighborhood greenways. 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 GWWDD 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 Thompsom. 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.
- D3.8 With the City of Winnipeg forecast to grow by over 200,000 people by 2040, the Transportation Master Plan (TMP50) 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 this study is to review and update the 2015 Pedestrian and Cycling Strategies, and to make recommendations for improvements and align the PCS as part of the overall Transportation Master Plan.

D4.2 TMP50 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 TMP50 Goals

To ensure that the updated Transportation Master Plan undertakes a comprehensive analysis of transportation network and reflects City's desire for a more sustainable community, the TMP50 Pedestrian & Cycling Strategies Update study will be guided by *OurWinnipeg's* planning goals and developed in accordance to the corresponding TMP50 strategic priorities as follows:

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. Social Equity

- Equity

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.

vi. 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.

D4.4 PCS Vision

The vision outlined in the PCS was developed based on feedback received from the project's Stakeholder Advisory Committee, and also builds on the direction from key City documents such as Our Winnipeg, the Complete Communities Direction Strategy and the 2011 TMP50. The vision is as follows:

- (a) Walking and cycling are safe, convenient, practical, and attractive transportation choices for people of all ages and abilities.
- (b) Equitable access to walking and cycling provides greater transportation choices for residents and visitors in neighbourhoods across Winnipeg. This will improve personal mobility, promote healthy living, and reduce greenhouse gas emissions, thus contributing to quality of life and community well-being.
- (c) The community is engaged in transparent processes to invest in and prioritize cost-effective, progressive, and innovative infrastructure, support programs, and policies.
- (d) Walking and cycling facilities are strategically integrated with land use to foster walkable and bicycle-friendly communities in existing and new neighbourhoods.
- (e) Walking and cycling infrastructure will be maintained in good repair, operational in all seasons, including establishment of priority networks for winter maintenance.
- (f) Winnipeg is recognized as a leading Winter City in promoting walking and cycling throughout the year.

D4.5 Study Goals

- (a) The goals of the PCS update are as follows:

- (a) Recognize that the Pedestrian and Cycling Strategies is a flexible and living document and perform the recommended five year review and update;
- (b) Align the PCS with the TMP50, the updated Our Winnipeg and Complete Communities (currently under review) and other City plans and reports (ex. Climate Action Plan); and
- (c) Ensure the PCS remains a leading walking and cycling plan by including new and innovative best practice recommendations.

D4.6 **Study Areas**

The Study area shall be defined by the transportation system located within the corporate boundary of the City of Winnipeg, including the downtown and designated major nodes of employment and retail use, and including the Perimeter Highway. However, the PCS considers connections at the City boundary, which will be part of the PCS Update.

D4.7 **Co-ordination with Concurrent Work**

D4.7.1 The successful proponent for the Transportation Master Plan – Pedestrian & Cycling Strategies Update 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*.

D4.7.2 The successful proponent for the Transportation Master Plan – Pedestrian & Cycling Strategies Update will be expected to coordinate their work and share information to the maximum extent possible with other proponents concurrently working on other studies for Public Works and related to the Transportation Master Plan, such as *TMP50 Goods Movement Study*, *Winnipeg Regional Transportation Report*, *Emerging Technologies & Future Transportation Study*, *Non-Capital Intensive Transportation Options Report* and the *Road Safety Strategic Action Plan*.

D4.7.3 The successful proponent for the Transportation Master Plan – Pedestrian & Cycling Strategies Update will be expected to work closely with the City's Office of Public Engagement, City Communications staff, and an independent consultant who will be engaged under a separate RFP to conduct public opinion research and/or public engagement activities.

PLEASE NOTE: This RFP does not require the proponent to design or deliver public engagement programming; however, the proponent must produce any and all technical drawings, visual representations, textand/or design boards, web materials, flyers etc required to convey findings and recommendations to public engagement participants.

D5. **SCOPE OF SERVICES**

D5.1 The Services required under this Contract shall consist of the following four main aspects:

- (a) Current State of Existing Network: Data Analysis using traditional and new telemetric sources;
- (b) Five Year Review of 2015 Pedestrian & Cycling Strategies;
- (b) New Issues & Opportunities; and
- (c) Align the PCS with the TMP50 Study.

The development of TMP50 Pedestrian & Cycling Strategies Update will involve all aspects listed above to be undertaken concurrently.

D5.2 **Current State of Existing Active Transportation Network**

D5.2.1 In this first aspect of the study, the successful proponent will review documentation and familiarize themselves regarding the existing transportation network in the 2011 Winnipeg

Transportation Master Plan, OurWinnipeg, Sustainable Transportation, the Winnipeg Transit Master Plan and the Pedestrian and Cycling Strategies

- D5.2.2 Review documentation from the City of Winnipeg and other levels of government in regard to rules and regulations that govern regional transportation, and identify issues that may require rethinking / updating as they relate to various components of the TMP50 and PCS update.
- D5.2.3 Evaluate performance of existing walking and cycling network using volume and usage data from traditional sources and new “Big Data” telemetric source
- D5.3 Five Year Review of 2015 Pedestrian & Cycling Strategies
- D5.3.1 The successful proponent will undertake a review of the 2015 Pedestrian & Cycling Strategies by reviewing the document itself, progress made to date and considering other City reports and policies for inclusion in the PCS.
- (a) Review and update the Strategic Direction and Action table as part of the PCS implementation section based upon completed work and new potential actions that are recommended as a result of this process;
 - (b) Review and update recommended staffing levels and overall implementation budget;
 - (c) Various “Housekeeping” Issues to 2015 Strategy document;
 - (d) Review and update the future bicycle network and priority maps (document and .kml file) including and recommended bicycle facility type based on context and City feedback;
 - (e) Review gaps and incomplete aspects of the Proposed Sidewalk network map (document and .kml file);
 - (f) Update PCS document to generally align with Walk Bike Projects Brand Manual;
 - (g) Expand the table of contents to promote ease of document understanding and navigation;
 - (h) Provide a scan of multiple active transportation advisory committee’s from other North American cities including their mandate, terms of reference and other pertinent details. This scan will serve as a basis to for the consultant to make recommendations to the City for updating the terms of reference for Winnipeg’s Active Transportation Advisory Committee (ATAC); and
 - (i) Review and consider the results of applicable City studies ongoing and completed since the adoption of the PCS in 2015, including but not limited to:
 - (i)Climate Action Plan
 - (ii)Applicable Walk Bike Projects
 - (iii)Precinct plans
 - (iv)East Fort Garry Walk Bike Study
 - (v)Fort Rouge Community Traffic Study (currently underway)
 - (vi)Walking and Cycling Connections to Future Southwest Transitway Stations
- D5.4 New Issues & Opportunities
- D5.4.1 The second aspect of the study will see the successful proponent identify new issues, opportunities and enhancements to ensure the PCS continues to be a leading walking and cycling plan:
- (a) Make use of the TMP50’s access to telemetric data and produce a heat map illustrating the level of use on the pedestrian and cycling networks and consider this data when reviewing the future bicycle network and priority maps;
 - (b) Review Best Practices & Enhancements for AT Winter Maintenance;

- (c) Coordinate with Emerging Technologies and Future of Transportation Studies as part of TMP50 on a review of micro-mobility trends, best practices and application to Winnipeg;
- (d) Review integration of walking, cycling and transit (first/last mile connections);
- (e) Consider user feedback from bikemaps.org; and
- (f) Provide recommendations for improvements to the PCS based on industry best practice.

D5.5 Align the PCS with the TMP50 Core Framework Study

D5.5.1 Ensuring that the existing and updated PCS is in alignment with the TMP50, OurWinnipeg and Complete Communities.

- (a) Update the existing "Spine and Local" Route Network Classification to fit with any new classification system outlined in the TMP50;
- (b) Inclusion of subsidiary studies and policies from other aspects of the TMP50 study;
- (c) Coordinate with TMP50's Identified Future Projects, Prioritization & Capital Funding and the TMP50 Non-Capital Intensive Transportation Options Report; and
- (d) Other required alignments as dictated by the TMP50 and OurWinnipeg and coordinate with Complete Communities.

D5.5.2 All future recommendations and options must include a cost / benefit analysis, financial cost and funding options.

D5.5.3 Recommendations for future pedestrian and cycling infrastructure must further the goals of the City of Winnipeg, as defined in D5.2.1 and outlined in related documents as OurWinnipeg, Sustainable Transportation, and the Transit Master Plan. All recommendations should point back to policies in these documents if applicable.

D5.5.4 The development of TMP50 Pedestrian & Cycling Strategies Update will involve all aspects listed above to be undertaken concurrently.

D5.5.5 All future recommendations and options must include a cost / benefit analysis, financial cost and funding options.

D5.5.6 Recommendations for future pedestrian and cycling infrastructure must further the goals of the City of Winnipeg, as defined in D5.2.1 and outlined in related documents as *OurWinnipeg, Sustainable Transportation, and the Transit Master Plan*. All recommendations should point back to policies in these documents if applicable.

D5.5.7 The Services required under section D 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.

D5.6 The pre-bid estimate for this Contract is \$100,000.

D6. DEFINITIONS

D6.1 When used in this Request for Proposal:

- (a) "**PCS**" means the Pedestrian and Cycling Strategies; and
- (b) "**Public Service**" means the staff of the City of Winnipeg.
- (c) "**TMP50**" means Transportation Master Plan 2050;

(d) “**OurWinnipeg**” means the City of Winnipeg’s Municipal Development Plan;

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. INSURANCE

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

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

(a) Comprehensive or Commercial General Liability Insurance including:

- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant’s Protective, Personal Injury, Contingent Employer’s Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
- (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.

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

(c) Professional Errors and Omissions Liability Insurance including:

- (i) an amount not less than \$250,000 per claim and \$500,000 in the aggregate.

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

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

D8.4 The Consultant shall require any 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 D8.2(a) and D8.2(b).

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

SCHEDULE OF SERVICES

D9. COMMENCEMENT

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

D10. PUBLIC ENGAGEMENT

- D10.1 The public engagement services associated with this study are directed by a separate consulting 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.
- D10.2 Coordination and collaboration with the successful proponent awarded the Public Engagement Services contract are required.
- (a) In consultation with the Project Steering Committee, schedule project requirements to sync timelines for meetings and deliverables to ensure technical information/materials supplements engagement information/materials. Include schedule flexibility for public engagement materials to meet approval deadlines, as per City of Winnipeg Public Engagement Guidelines
 - (b) Prepare technical information and materials, which align with the City's WalkBike Projects Brand Manual necessary for public engagement.
 - (c) Provide technical experts for public events/sessions and stakeholder meetings. Ensure that public input obtained is mutually analysed and reflected in the design options developed and incorporated into the final functional design of that Project where required.

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 PCS Update.

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
- Pedestrian and Cycling Progress Report 2019– 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 Jurisdictions

- City of Mississauga – Transportation Master Plan May 2019
- City of Saskatoon – Active Transportation Plan June 2016
- City of Ottawa – Cycling Plan November 2013
- Ontario Traffic Council OTM Book 18 Cycling Facilities Update (2013 or updated version upon release)
- British Columbia Active Transportation Design Guide (2019)

'Best Practices' / Reference Documents

- National Association of City Transportation Officials (NACTO)
 - Urban Bikeway Design Guide 2nd Addition (2014)
 - Designing for All Ages and Abilities (2017)
 - Don't Give Up at the Intersection (2019)
- Transportation Association of Canada Geometric Design Guide for Canadian Roads
 - Chapter 5 Bicycle Integrated Design (2017)
 - Chapter 6 Pedestrian Integrated Design (2017)
- Vélo Québec Association Planning and Design for Pedestrians and Cyclists (2010)
- American Association of State Highway and Transportation Officials Guide for the Development of Bicycle Facilities, 4th Edition (2012 – or updated version upon release)
- CROW Design manual for bicycle traffic (2017)