



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 431-2007

**REQUEST FOR PROPOSAL FOR CONSULTANT SERVICES FOR A THREAT AND
RISK ASSESSMENT AND SECURITY PLAN FOR TRANSIT OPERATIONS AND
INFRASTRUCTURE**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 REQUEST FOR PROPOSAL FOR CONSULTANT SERVICES FOR A THREAT AND RISK ASSESSMENT AND SECURITY PLAN FOR TRANSIT OPERATIONS AND INFRASTRUCTURE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 21, 2007.
- B2.2 Proposal Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator 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 Contract Administrator identified in D3.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Bidder by the City or acquired by a Bidder 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 Contract Administrator.
- B4.2 The Bidder 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 Contract Administrator.

B5. ADDENDA

- B5.1 The Contract Administrator 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 Contract Administrator 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.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal Submissions consist of the following components:
- (a) Form A: Proposal; (Section A)
 - (b) Experience and Qualifications of Bidder; (Section B)
 - (c) Project Approach/Methodology; (Section C)
 - (d) Fees. (Section D)
- B6.2 Submissions must be made in the prescribed format with the content set out below.
- B6.3 Bidders shall submit **one (1) original (unbound) and six (6) paper copies**.
- (a) Each requirement shall be addressed in a separate section clearly marked with the corresponding letter;
 - (b) Each section shall contain no more than **10 pages** (standard 8.5"x11"), using a printing font with a 12 pitch. The 10 pages include all graphics.
 - (i) Resumes of team members may be included as an appendix, not included in the 10 pages.
- B6.4 All components of the Proposal Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly to constitute a responsive Proposal.
- B6.5 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B6.6 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.7 Proposal Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.8 Bidders are advised that inclusion of terms and conditions inconsistent with the RFP document will be evaluated in accordance with B16.1(a).

B7. PROPOSAL (SECTION A)

- B7.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;

- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his 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 on a single Form A: Proposal in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

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

B8. EXPERIENCE AND QUALIFICATIONS OF BIDDER (SECTION B)

B8.1 Further to B6.1(b), the Bidder shall submit information in sufficient detail for the City to evaluate their experience as an advisor in Threat and Risk Assessment and Security Plan Consulting, by providing the following:

- (a) a corporate profile of the Bidder including description of the history of the firm and years in business;
- (b) an overview of similar previous assignments over the past five (5) years, comparable in size and complexity to the projects listed in D6.2, and any other information pertinent to the requirements set out in D2.2 Scope of Work;
- (c) an overall project organization chart of your proposed team members for the City's contract, identifying each position by title, the role of each position, and specifying which individuals are committed to each position, including subcontractors, if any;
- (d) a summary of previous experience and expertise of each individual proposed to work on this Contract, including a description of the scope of their work within the projects of a similar nature and scope;
- (e) a brief description of how the Bidder has transferred knowledge of the processes to other customers in the course of consulting;
- (f) three (3) references for recent projects similar in size, scope and value for customers in North America, preferably Canada. Each reference shall consist of a company name,

contact name, email address, phone number and a brief description of the project and value.

- (i) For additional references, where the projects were not similar in size, scope and value, provide the details of the scope of each contract.

B8.2 Reference checks will not be restricted to only those submitted by the Bidder, and may include organizations representing persons companies or individuals known to have done business with the Bidder.

B8.3 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, and organization to perform the Work in strict accordance with the terms and provisions of the Contract.

B8.4 The Bidder and any proposed Subcontractor (for the portion of the Work 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 Branch internet site at <http://www.winnipeg.ca/matmgt>).

B8.5 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work 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).

B8.6 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, additional proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9. PROJECT APPROACH/METHODOLOGY (SECTION C)

B9.1 Further to B6.1(c) the Bidder shall submit information in sufficient detail for the City to evaluate if the Bidder has an established approach/methodology which outlines the Bidder's philosophy and approach to the project based on a firm understanding of the project goals, methodology and scope for projects of similar nature and complexity, and indicate how this knowledge would be applied to the Work of this Contract as described in D2.2 Scope of Work.

B9.2 The information shall include:

- (a) Bidders approach to understanding risks during construction, operating, life-cycle and financing phases of a project;
- (b) a brief description of how the Bidder anticipates transferring knowledge of the processes to City staff during the term of the Contract.

B10. FEES (SECTION D)

B10.1 The Bidder shall state:

- (a) the proposed fees for each task in the Bidder's proposed Project Approach/Methodology (Section C) indicating subtotals for each phase of the Work . A total propose fee shall also be provided.
- (b) hourly rates, in Canadian funds, broken down by individual team members included in B8.1(c), for the Work identified in this RFP;
- (c) an estimate of the portion of Work (percent of time) that will be assigned to each team member engaged on the City's Contract;
- (d) estimated disbursements, including travel and accommodation costs;
- (e) proposed schedule of payments.

B10.1.1 Notwithstanding C11, prices indicated 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.

B10.2 Fees must remain fixed for a period of one (1) year from the date of award of Contract except where otherwise negotiated.

B10.3 Fees will be negotiated on an annual basis, based on current market rates.

B11. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B11.1 Proposal Submissions will not be opened publicly.

B11.2 After award of Contract, the name(s) of the successful Bidder(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE OFFER

B12.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B12.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B13. WITHDRAWAL OF OFFERS

B13.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C22.7, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;

- (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Proposal withdrawn.

B13.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. INTERVIEWS

B14.1 Short listed Bidders will be required to make a presentation to the City's evaluation team during the evaluation process.

B15. NEGOTIATIONS

B15.1 The City reserves the right to negotiate details of the Contract with any Bidders. Bidders are advised to present their best offer, not a starting point for negotiations in their proposal submission.

B15.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B15.3 If, in the course of negotiations, the Bidder 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 Bidder for the proposal as originally submitted.

B16. EVALUATION OF PROPOSALS

B16.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request
for Proposal or acceptable deviations therefrom; (pass/fail)
- (b) experience and qualifications of the Bidder and the Subcontractors,
if any, pursuant to B8; 40%
- (c) Project Approach/Methodology; 40%
- (d) Fees. 20%

B16.2 Further to B16.1(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 if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified. Proposal Submissions will be evaluated to assess if the Bidder specializes in advising on Threat and Risk Assessment and Security Plan projects in the areas of expertise required in this RFP. The reference contacts will be interviewed by the City.

B16.4 Further to B16.1(c), the Project Approach/Methodology will be evaluated by considering the Bidders understanding of the RFP and its requirements and their approach to Threat and Risk Assessment and Security Plan projects.

B16.5 Further to B16.1(d), the Fees will be evaluated considering the makeup of the team members, their time proposed to the team, and the fees stated for each team member and other fees and disbursements submitted.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) only one Proposal is received; or
- (d) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C1.1 These General Conditions are applicable to the Work of the Contract.

C2. DEFINITIONS

C2.1 Where used in these General Conditions and in the other documents forming part of the Contract:

- (a) **"Award Authority"** means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
- (b) **"Bidder"** means any person submitting a Proposal for the Work;
- (c) **"Bidding Procedures"** means the portion of the Request for Proposal by that name which sets out the terms and conditions governing the Proposal, and "B" designates a section, clause or subclause in that portion of the Request for Proposal;
- (d) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday;
- (e) **"C"** designates a section, clause or subclause in these General Conditions;
- (f) **"Calendar Day"** means the period from one midnight to the following midnight;
- (g) **"Chief Administrative Officer"** means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (h) **"City"** means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (i) **"City Solicitor"** means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (j) **"Contract"** means the combined documents consisting of the agreement prepared and forwarded to the Contractor or the Purchase Order, as applicable, and all schedules thereto (consisting of the Request for Proposal and any documents referred to or incorporated therein) together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (k) **"Contract Administrator"** means the person designated as such in the Supplemental Conditions;
- (l) **"Contract Price"** means the price agreed upon for the Work and any adjustments thereto which may be required or agreed to pursuant to the Contract;
- (m) **"Contractor"** means the person undertaking the performance of the Work under the terms of the Contract as a Consultant;
- (n) **"Council"** means the Council of The City of Winnipeg;
- (o) **"Manager of Materials"** means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (p) **"may"** indicates an allowable action or feature which will not be evaluated;
- (q) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (r) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (s) **"Proposal"** means the offer contained in the Proposal Submission;
- (t) **"Proposal Submission"** means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (u) **"Request for Proposal"** means the FORM A: PROPOSAL, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications and all addenda;

- (v) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (w) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (x) "**Specifications**" means the portion of the Request for Proposal by that name which sets out the written description of the physical or functional characteristics of the Work, or any part thereof, including without limitation any requirement for testing or inspection, and "E" designates a section, clause or subclause in that portion of the Request for Proposal;
- (y) "**Subcontractor**" means a person contracting with the Contractor for the performance of a part or parts of the Work and includes a Subcontractor's subcontractor;
- (z) "**Submission Deadline**" means the time and date set out in the Bidding Procedures for final receipt of Proposals;
- (aa) "**Supplemental Conditions**" means the portion of the Request for Proposal by that name which sets out terms and conditions specific to the Contract, and supplements or modifies the General Conditions, and "D" designates a section, clause or subclause in that portion of the Request for Proposal;
- (bb) "**Total Performance**" means that the entire Work has been performed in accordance with the Contract;
- (cc) "**Work**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all labour and services necessary for or incidental to the fulfilment of the requirements of the Contract.

C3. INTERPRETATION

- C3.1 Where the Contractor consists of more than one person, the obligations of the Contractor shall be joint and several.
- C3.2 Wherever the singular or masculine is used, it shall be construed to mean the plural or the feminine or the neuter as the context may reasonably require.
- C3.3 Headings, titles and margin notes in the Contract are inserted for convenience only and shall not be considered in any interpretation of the Contract.
- C3.4 In the event of conflicts between portions of the Contract, the following shall apply:
 - (a) the executed agreement between the City and Contractor or the Purchase Order, as applicable, shall govern over all schedules or other documents forming part of the contract;
 - (b) the Supplemental Conditions shall govern over the General Conditions;
 - (c) the General Conditions shall govern over Specifications;
 - (d) Specifications of a later date shall govern over Specifications of an earlier date.
- C3.5 The various portions of the Contract are intended to be read together and complement each other, and what is called for by any one shall be deemed to be called for by all.
- C3.6 The City and the Contractor acknowledge and agree that the Contractor is an independent contractor and neither the Contractor, nor any officer, servant or agent of the Contractor, shall be deemed to be an employee, agent, representative or servant of the City.
- C3.7 The Contract shall constitute the entire agreement between the City and the Contractor. There are no representations, warranties, covenants or agreements other than those contained in the Contract.

C4. DECLARATIONS

Good Faith

- C4.1 The Contractor declares that, in bidding for the Work and in entering into the Contract, he:
- (a) does so in good faith and that to the best of his knowledge no member of Council or any officer or employee of the City has any pecuniary interest, direct or indirect, in the Contract;
 - (b) has not participated in any collusive scheme or combine.
- C4.2 Neither this Agreement, nor the method of carrying out the terms of same shall, in any sense, be construed so as to create the relationship of master and servant between the City and the Contractor. The Contractor shall for all purposes be an independent Contractor.

C5. EXECUTION OF CONTRACT

- C5.1 The Contractor shall execute the Contract in the manner stipulated by the City Solicitor and return the Contract, within seven (7) Calendar Days of receipt of the Contract, to the City Solicitor at the address indicated in the Supplemental Conditions.
- C5.2 If the Contractor does not execute and return the Contract as set out in C5.1, the Contractor may be deemed by the City to have abandoned the Contract, whereupon the acceptance of the Bid by the City shall be null and void. The City, in such event, shall be entitled to all rights and remedies available to it at law.
- C5.3 No payments will be made by the City to the Contractor until the Contractor has executed and returned the Contract as set out in C5.1.

C6. AUTHORITY OF THE CONTRACT ADMINISTRATOR

General

- C6.1 The Contract Administrator shall be the City's representative throughout the duration of the Contract and shall have authority to act on behalf of the City to the extent expressly provided for in the Contract.

Contract

- C6.2 The Contract Administrator shall interpret or clarify the Contract or any part thereof which appears indefinite, not clear or contradictory to the Contractor.
- C6.3 The Contract Administrator may at any time correct errors or omissions in the Contract or issue additional Specifications further detailing, explaining or modifying the Work. Such Specifications shall either supplement or supersede those forming part of the Contract at the time the Contract was executed.

Inspection

- C6.4 The Contract Administrator may examine or inspect the Work or any part thereof and determine whether the Work meets the requirements of the Contract. The Contract Administrator may reject the Work or any part thereof which does not meet the requirements of the Contract.

Control

- C6.5 The Contract Administrator may give orders to the Contractor to the extent necessary to ensure that the Work is performed in an orderly manner and meets the requirements of the Contract.
- C6.5.1 The Contract Administrator may give orders to the Contractor's supervisor and such orders shall be deemed to have been given to the Contractor.

- C6.6 The Contract Administrator may order the Contractor to remove from the Work any person employed or retained by the Contractor or a Subcontractor in the performance of the Work who the Contract Administrator determines is incompetent, negligent or guilty of misconduct.
- C6.7 The Contract Administrator may order the Contractor to alter or improve his means, methods, techniques, sequences and procedures, to furnish additional or more resources, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, completed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- C6.8 The Contract Administrator may order the Contractor to stop work or to take such remedial measures as the Contract Administrator considers necessary, if, at any time, the Contract Administrator determines that:
- (a) a danger to life or to property exists; or
 - (b) such stoppage or remedial measures may be necessary to ensure the performance of the Work in accordance with the requirements of the Contract.
- C6.9 Neither the giving of any orders by the Contract Administrator nor the carrying out of such orders by the Contractor shall entitle the Contractor to any extra payment, nor relieve the Contractor of his responsibilities under C7.
- C6.10 The Contract Administrator shall determine if and when Total Performance is achieved and shall certify the dates thereof.
- C6.11 If the Contractor disputes a determination or order of the Contract Administrator on any of the foregoing matters, the Contractor shall act in accordance with the Contract Administrator's determination or order. The Contractor may concurrently appeal the determination or order of the Contract Administrator to the Chief Administrative Officer as provided for in C17.

C7. RESPONSIBILITIES OF THE CONTRACTOR

General

- C7.1 Except as otherwise provided in the Contract, the Contractor shall be solely responsible for means, methods, techniques, sequences and procedures, and for coordinating the various parts of the Work so as to ensure its proper completion in a sound and workmanlike manner, in all respects in strict conformity with the Contract and in accordance with the approved work schedule.
- C7.2 The Contractor shall direct and supervise the Work so as to ensure conformance with the Contract.
- C7.2.1 Before starting the work, the Contractor shall appoint a competent, authorized representative acceptable to the City to represent and act for the Contractor, shall inform the City in writing of the name of such representative together with a clear definition of the scope of authority to represent and act for the Contractor, and shall specify any and all limitations of such authority.
- C7.3 The Contractor shall provide all labour, services and incidentals necessary for the performance of the Work.
- C7.4 The Contractor shall be responsible for any Work not explicitly set out in the Contract but which may be reasonably implied for the proper completion of the Work.

Contract

- C7.5 The Contractor shall perform, complete and maintain the Work in strict accordance with the Contract.

- C7.6 If the Contract or any part thereof appears indefinite, not clear or contradictory, the Contractor shall refer such feature or features to the Contract Administrator for interpretation or clarification.
- C7.7 The Contractor shall be responsible for conveying the interpretation or clarification of the Contract, as given by the Contract Administrator, to Subcontractors.
- C7.8 The Contractor shall prepare and submit all, schedules, documents or information required by the Contract and such other schedules, documents or information as may reasonably be required by the Contract Administrator.

Duty to Report

- C7.9 The Contractor shall keep the Contract Administrator fully advised and informed throughout of the Work of the Contract.
- C7.10 The Contractor's reports shall be made at the times and in the manner as required by the Contract Administrator.

Laws and Regulations

- C7.11 The Contractor shall comply with all laws, by-laws, ordinances, regulations, codes and orders of authorities having jurisdiction which are or come into force during the performance of the Work and which relate to the Work. Where there are two or more laws, by-laws, ordinances, regulations or codes applicable to the Work, the most restrictive shall apply.
- C7.12 Where required by the Workers Compensation Board of Manitoba, the Contractor shall be registered and shall provide and maintain workers compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.
- C7.13 The Contractor shall not be responsible for verifying that the Contract complies with the applicable laws, by-laws, ordinances, regulations, codes and orders relating to the Work.

Patents and Royalties

- C7.14 If the Contract requires or the Contractor desires the use of any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the owner or licensee.
- C7.14.1 Upon request of the Contract Administrator, the Contractor shall provide the City with a copy of the said agreement.
- C7.15 If the City or the Contractor is served with a claim or notice of an infringement or alleged infringement of any patent, copyright, trademark or trade name, the party so served shall immediately give notice thereof to the other party.
- C7.16 If the City or the Contractor is prevented by injunction from using any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall, at his own cost, substitute an equally suitable design, device, material or process, all subject to the prior approval of the Contract Administrator.

Supervision

- C7.17 The Contractor shall provide competent, suitably qualified personnel to perform the Work.
- C7.18 The Contractor shall obey, perform and comply with the Contract Administrator's orders, rules and procedures with respect to the Work or concerning the conduct thereof, promptly, efficiently and to the satisfaction of the Contract Administrator and he will assist other contractors, their employees and agents to do the same.

- C7.19 The Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- C7.20 If the Contract Administrator orders a person to be removed from the Work, the Contractor shall comply forthwith. Any person so removed shall not be re-employed on the Work by the Contractor or by a Subcontractor.

Control

- C7.21 The Contractor must arrange and carry on his Work so as not to conflict with work being carried on or to be carried on for the City by other contractors or by the City's employees. If the Contractor finds it difficult to work in harmony with such parties, he shall notify the Contract Administrator promptly.
- C7.22 The Contractor shall do whatever is necessary to ensure that no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work.
- C7.23 The Contractor shall perform the Work so as to progress continuously with the Work or any part thereof and in such a manner as to ensure the proper completion of the Work or any part thereof, within the time stipulated.

Subcontractors

- C7.24 The Contractor agrees that the list of names of Subcontractors included in his Proposal Submission, or in other information required to be submitted pursuant to the Experience and Qualification clause in the Bidding Procedures, is the list of Subcontractors proposed to be used to carry out those parts of the Work noted thereon, and he shall not employ any to whom the Contract Administrator may reasonably object. The Contractor shall not make any change to the list of Subcontractors without the prior approval of the Contract Administrator.
- C7.25 The Contractor, with respect to Work to be performed under subcontract, shall:
- (a) enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
 - (b) be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.
- C7.26 The Contractor shall incorporate the terms and conditions of the Contract into all subcontract agreements he enters into with his Subcontractors.
- C7.27 The Contractor shall make prompt payment to his Subcontractors and his employees.

C8. MEASUREMENT AND PAYMENT

General

- C8.1 Subject to satisfactory performance and acceptability of invoices, which shall be determined solely by the City, invoices shall be payable within thirty (30) days of approval of properly addressed and completed invoices by the City.

C9. GOVERNING LAW

- C9.1 The Contract has been entered into in the Province of Manitoba and shall be governed by and construed and enforced in accordance with the laws of the Province of Manitoba and of Canada

as applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of the Province of Manitoba with respect to any matters arising out of this Contract.

C10. ASSIGNMENT

- C10.1 The Contractor shall not assign the Contract or any payments thereunder without the prior approval of the City.
- C10.2 The Contract shall inure to the benefit of and be binding on the respective heirs, executors, administrators, and successors and permitted assigns of the City and the Contractor.

C11. FORCE MAJEURE

- C11.1 Either Party shall not be liable to the other Party for any loss, damage or other claim whatsoever, including direct or indirect losses, loss of profits, or compensation for any inconvenience, nuisance or discomfort, arising out of a force majeure as defined below, or if either Party is prevented from having access to and/or from the site arising out of a force majeure as defined below, provided that the Party claiming a force majeure hereunder shall promptly notify the other specifying the cause and probable duration of the delay.
- C11.2 "Force majeure" means any circumstances beyond the reasonable control of the affected Party and not caused by its default or act of commission or omission and not avoidable by the exercise of reasonable effort or foresight by such Party. Without restricting the generality of the foregoing, force majeure shall include any one or more of the following: any act of God; embargo, confiscation, acts or restraints of governments or public authorities; wars, sabotage, act of public enemy or riot; strikes, slow-downs, lockouts or other labour or employee interruptions or disturbances, whether involving employees of that Party or of any other person over which that Party has no reasonable control; explosion, fire, radioactive contamination, flood or natural disaster. Lack of finances shall in no event be deemed to be a cause beyond a Party's reasonable control.
- C11.3 The performance of any obligation suspended or delayed due to force majeure shall resume as soon as reasonably possible after the force majeure ends and any work schedule shall be adjusted by a period of time equal to the time lost due to such delays.
- C11.4 No extension for delay by the Contractor shall be approved unless a notice of the claim is received by the Contract Administrator from the Contractor within seven (7) Calendar Days of the date on which the cause of delay arose.
- C11.5 Any notice or claim for extension must state the cause of delay and the length of extension requested.
- C11.6 In the case of a continuing cause of delay, only one claim for an extension shall be necessary.

C12. INDEMNITY

- C12.1 The Contractor should save harmless and indemnify the City against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;

- (d) failure to pay a workers compensation assessment, or federal or provincial taxes;
- (e) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (f) inaccuracies in any information provided to the City by the Contractor.

C12.2 In the event that the Contractor's Proposal is silent as to indemnity, the Contractor will be deemed to have agreed to save harmless and indemnify the City as set out in C12.1 above.

C12.3 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.

C12.4 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.

C12.5 If the Contractor fails to make any payment required to be made to the City pursuant to C12.3 and C12.4, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

C13. EVENTS OF DEFAULT

C13.1 An event of default will be deemed to have occurred if the Contractor:

- (a) abandons the Work; or
- (b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets; or
- (c) is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
- (d) is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
- (e) fails to make prompt payment to his Subcontractors, or his employees; or
- (f) fails to comply with any laws, by-laws or statutory regulations; or
- (g) fails to provide competent supervision at the Site; or
- (h) fails to submit any schedules, documents or information required by the Contract; or
- (i) refuses or neglects to comply with an order given by the Contract Administrator; or
- (j) commits any other breach of the Contract.

C13.2 Any provision of the Contract may be waived only by express waiver in writing by the Contract Administrator. No express waiver of any provision shall imply the waiver of any other provision nor shall it be held or deemed to be a waiver of any subsequent failure to observe or perform the same or any other provision of this Contract.

C14. CITY'S RIGHTS AND REMEDIES

General

C14.1 If an event of default has occurred, the City may do any one or more of the following:

- (a) withhold or retain the whole or part of any payment;
- (b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;

(c) demand payment for any amount owed to the City;
all as more particularly set forth in C14.3 to C14.14 below.

C14.2 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

Withholding of Payment

C14.3 If an event of default has occurred, the Chief Administrative Officer may withhold or retain the whole or part of any payment to the Contractor in an amount determined by the Chief Administrative Officer.

C14.4 The City may apply the amount withheld or retained to:

- (a) pay any person to whom the Contractor is indebted in respect of material, labour or services furnished for the Work;
- (b) indemnify, compensate or reimburse the City for amounts paid or costs incurred by the City in connection with the event of default.

C14.5 Payment of such amounts shall discharge the City's liability to the Contractor to the same extent as payment directly to him.

C14.6 Upon remedy of the event of default, any amount remaining from the amount withheld will be released to the Contractor.

Taking the Work out of the Contractor's Control

C14.7 If an event of default has occurred, the City may, without process or action at law, upon giving the Contractor notice, take the whole of the Work, or any part or parts thereof out of the hands of the Contractor.

C14.8 Upon such notice being given to the Contractor, he shall immediately discontinue the Work or any part or parts thereof specified in the said notice.

C14.9 The taking of the Work or any part thereof out of the Contractor's control pursuant to C14.7 shall not relieve or discharge the Contractor from any obligation under the Contract or imposed upon him by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's control.

C14.10 The City shall have the right to complete, by contract or with its own forces, the Work taken out of the Contractor's control. The City shall not be required to obtain the lowest price to complete the Work taken out of the Contractor's control.

C14.11 If the cost to the City of completing the Work or portion thereof as aforesaid is less than the amount to which the Contractor would have been entitled under the Contract for so doing, the Contractor shall have no claims in respect thereof against the City. If the cost of the Work performed by the City is more than the amount to which the Contractor would have been entitled under the Contract for the same Work, the City shall have a claim against the Contractor for such excess costs.

C14.12 When any portion of the Work is being carried on by the City, by contract or otherwise, the Contractor shall continue to perform the remainder of the Work in accordance with the Contract, and in such manner as in no way to hinder or interfere with the persons performing the portion of the Work being carried on by the City.

Demand for Payment

C14.13 If an event of default has occurred, the City may demand payment from the Contractor for amounts paid or costs incurred by the City in connection with the event of default.

C14.14 The Contractor shall, within seven (7) Calendar Days of receipt of a notice from the City, pay the City the amount set out in the notice.

C15. CONTRACTOR'S RIGHT TO APPEAL

C15.1 If the Contractor disagrees with an instruction or order of the Contract Administrator he may, within seven (7) Calendar Days after receiving notice of the Contract Administrator's instruction or order, notify the Chief Administrative Officer of his contention with respect thereto and request a determination thereon from the Chief Administrative Officer.

C15.2 If the Contractor disagrees with the Chief Administrative Officer's determination he may request that the dispute be referred to arbitration in accordance with C16, by providing notice to the Chief Administrative Officer within seven (7) Calendar Days after receiving notice of the Chief Administrative Officer's determination.

C15.3 If the Contractor neglects or fails to observe fully and faithfully the above conditions, he shall be deemed to have accepted the Contract Administrator's or the Chief Administrative Officer's determination and to have waived any said claim, at law or otherwise.

C16. ARBITRATION

Requests for Arbitration

C16.1 If, at any time before the termination of the Contract, any dispute, difference or question shall arise between the City and the Contractor regarding the Work, then every such dispute, difference or question may, with the consent of both the City Solicitor, on behalf of the City, and the Contractor, be referred to arbitration.

C16.2 The party desiring arbitration (the "Requesting Party") shall request the consent of the other party (the "Other Party") to refer a particular dispute, difference or question to arbitration.

C16.3 The Other Party shall reply to the request within seven (7) Calendar Days of receiving same.

Referral to a Single Arbitrator

C16.4 If the Other Party has consented to arbitration, the Requesting Party shall nominate an arbitrator (the "Requesting Party's Nominee") within seven (7) Calendar Days of receiving the reply. The Other Party shall have seven (7) Calendar Days after receiving notice of the nomination to accept or reject the Requesting Party's Nominee.

C16.5 If the Other Party accepts the Requesting Party's Nominee, the dispute, difference or question shall be promptly referred to him or her.

Referral to a Panel of Arbitrators

C16.6 If the Other Party rejects the Requesting Party's Nominee, it shall, within seven (7) Calendar Days of rejection, appoint its own arbitrator.

C16.7 The Requesting Party shall, within seven (7) Calendar Days of receiving the Other Party's rejection, appoint its own arbitrator.

C16.8 The arbitrators appointed under C16.6 and C16.7 shall, within seven (7) Calendar Days of the date on which the last of them was appointed, appoint a third arbitrator (the "Panel Chair") who will act as chair of the arbitration panel.

General

C16.9 The Arbitration Act (Manitoba) or any successor legislation thereto shall apply to the arbitration in all respects except as expressly otherwise provided in these General Conditions.

- C16.10 The single arbitrator or the Panel Chair, as the case may be, shall determine the procedure to be followed in the arbitration, which shall be consistent with The Arbitration Act (Manitoba) or any successor legislation thereto.
- C16.11 Where the matter proceeds with a single arbitrator, each party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, and for an equal share of the fees and expenses of the single arbitrator and of any other expenses related to the arbitration.
- C16.12 Where the matter proceeds with an arbitration panel, each party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, for the fees and expenses of the arbitrator appointed by it, and for an equal share of the fees and expenses of the Panel Chair and of any other expenses related to the arbitration.

C17. NOTICES

- C17.1 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under the Contract shall be in writing and shall be delivered by hand, by facsimile transmission (fax) or by mail.
- C17.2 All notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in C17.3 or C17.4, or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- C17.3 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- C17.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155
- C17.5 Either party may, by giving notice, designate another address or addresses at which it will accept delivery of notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications.
- C17.6 Delivery to the Contractor's designated supervisor at the Site shall constitute delivery to the Contractor.
- C17.7 Any notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications given as provided herein shall:
(a) if delivered by hand, be deemed to have been received on the day of receipt;
(b) if delivered by facsimile transmission, be deemed to have been received on the day of transmission, if a Business Day, or if not a Business Day, on the Business Day next following the day of transmission; and

- (c) if delivered by mail, be deemed to have been received on the second Business Day on which mail is delivered by Canada Post following the date of mailing.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Contractor shall provide the City with consultant services and Threat and Risk Assessment and Security Plan expertise to assist the City in developing a comprehensive security plan for Winnipeg Transit in accordance with the requirements of Transport Canada's Transit-Secure Round Two Contribution Program. The key elements of the security plan will include the following:

- (a) Emergency Management – ensuring Transit can respond to or manage a major security incident;
- (b) Clearly Defined Security Roles and Responsibilities – ensuring roles and responsibilities related to the security of the organization are clearly defined and communicated;
- (c) Dependable Communication Systems – ensuring there are reliable communication processes and systems in place in the event of an emergency;
- (d) Staff and Contractor Procedures – ensuring procedures are in place that provide assurances as to security reliability of employees and/or contractors with possible access to controlled areas or sensitive material;
- (e) Security Arrangements and Inspection for Physical Infrastructure – ensuring security of static physical infrastructure and bus fleet;
- (f) Staff Security and Training Programs – ensuring staff are appropriately trained and that the security plan and procedures are regularly tested;
- (g) Business Continuity Planning – ensuring plans and procedures are in place to ensure continuity of service after a major security incident.

D2.2 The major components of the Work and required delivery time schedules are:

- (a) Phase 1, Risk Assessment - Identify critical assets requiring protection, assess criticality, identify most likely threats and develop threat scenarios, analyse vulnerabilities for critical assets, assess impacts of threat scenarios on critical assets, assess risk to critical assets, identify actions that mitigate risk, analysis of mitigation actions;
- (b) Deliver Phase 1 Risk Assessment Report – within three (3) months from the date of award of contract;
- (c) Set Security Plan Scope and Priorities – based on Phase 1, Risk Assessment, and to be complete one (1) month following delivery of Phase 1 Risk Assessment Report;
- (d) Phase 2, Security Plan– identify physical security measures to reduce risks, traffic management measures, screening and surveillance measures, incident response measures, awareness programs, records and data security measures, costs of implementation;
- (e) Deliver Phase 2 Security Plan Report – two (2) months following completion of identification of Security Plan Scope and Priorities;
- (f) Phase 3, Security Measures Implementation Plan – identify priorities, funding required, possible funding sources, timelines and responsibilities;

- (g) Deliver Phase 3 Security Measures Implementation Plan Report – two (2) months following completion of Security Plan;
- D2.2.1 All services required to perform the Work of the Contract are to be provided by the Contractor. The City will not be acquiring financial, accounting and legal services separately.
- D2.3 The Contractor shall maintain proper and accurate accounts and records shall be maintained by the Contractor with respect to the Project.
- D2.4 The Contractor shall ensure that all applicable labour, environmental, privacy and human rights legislation shall be complied with.
- D2.5 The Contractor shall be responsible for and shall save harmless and indemnify Transport Canada, its officers, employees and agents from and against all claims, liabilities, and demands of any kind with respect to any injury to persons (including, without limitation, death), damage to or loss or destruction of property or infringement of rights caused by or arising directly from (i) the breach of any term or condition of the contract by the Contractor or its officers, employees or agents; or (ii) any negligent or wilful act or omission of the Contractor or its officers, employees or agents, in relation to the Project.
- D2.6 The Contractor shall have no obligation to indemnify Transport Canada or its officers, directors, employees and agents from and against claims arising as a result of the negligent or wilful act or omission of Transport Canada or its officers, employees and agents in relation to the Project.
- D2.7 The Contractor, during the Term and for a period of two years immediately following March 31, 2008, shall keep proper accounts and records for all expenditures in respect of the Project in accordance with generally acceptable accounting principles.
- D2.8 The Contractor, during he Term and for a period of two years immediately following March 31, 2008, shall keep open for audit and inspection by Transport Canada, during business hours, the accounts and records described in D2.7.
- D2.9 The Contractor shall furnish Transport Canada such other information as Transport Canada considers relevant in connection with the Audit and inspection referred to in D2.8.
- D2.10 The term of the Contract is from the date of the award of Contract until March 31, 2008.
- D2.10.1 The type and quantity of Work to be performed under this Contract shall be as authorized by the Contract Administrator.
- D2.11 Notwithstanding D2.10, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.
- D2.11.1 The City shall pay the Contractor for the services rendered by the Contractor up to the effective date of the termination.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Tony Dreolini, P. Eng.
Manager of Plant and Equipment
City of Winnipeg Transit Department
421 Osborne St.
Winnipeg, MB R3L 2A2
Telephone No. (204) 986-5774
Facsimile No. (204) 453-7385
Email: tdreolini@winnipeg.ca

D4. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D4.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D4.2 Unless otherwise agreed and confirmed in writing, all materials, including but not limited to programs, reports, notes, maps, drawings, photographs, data, forms and other records that may be prepared by the Contractor in connection with the Services under this Contract or as a deliverable under this Contract, shall be the property of the City and copyright therein shall vest in the City.

D4.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D5. PROVISION OF NO CONFLICT

D5.1 During the term of the Contract, the Contractor must not engage in, or provide to any other person or company or entity, any service or act which would be reasonably perceived to be in conflict with the interest of the City in respect of the services being provided by the Contractor to the City.

D6. BACKGROUND

D6.1 In November, 2006, Transport Canada announced that funding was being made available to municipal transit operations under Round Two of the Transit-Secure Contribution Program. The Transit-Secure program is designed to address the most critical actions required to enhance security in the higher risk areas of transit security operations and to prevent or lessen the impact of potential terrorist attacks on passengers, employees and the public. Round Two funding was made available for the development of Threat Risk Assessments, Security and Response/Recovery plans.

D6.2 In December, 2006, Winnipeg Transit submitted an application for funding under Round Two of the Transit-Secure Contribution Program. In April, 2007, Winnipeg Transit received notice that its application for funding a Threat and Risk Assessment and Security Plan had been approved under the Program. The total approximate budget for this project is \$133,000 including all taxes.

D7. ABOUT WINNIPEG TRANSIT

D7.1 Winnipeg is an important Canadian city, and the capital of the province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America.

- D7.2 Winnipeg is the province's largest city with a population of 650,100 people (2005 Statistics Canada). This represents an increase of 23,000 people since 1998. Historically, Winnipeg had modest population growth in the late 1980's, no population growth in the 1990's and renewed population growth since the late 1990's.
- D7.3 The climate in Winnipeg is very extreme; overall, it is one of the coldest large cities in the world, with temperatures averaging below freezing from mid-November through much of March. Cold weather and snow often extend into April. Summers are typically warm with average temperatures above 25 °C (77 °F).
- D7.4 Winnipeg Transit is a department of the City of Winnipeg, with status as a utility operation, responsible for the provision of regular, para and chartered/special event transit services within the municipal boundaries. Winnipeg Transit serves an area of 116,000 sq. km.
- D7.5 Winnipeg Transit's infrastructure includes approximately 535 diesel buses, 65 support vehicles, 4,800 bus stops, 12 terminals serving major activity centres (shopping centres, universities, hospitals) and 900 shelters. Two major operating and maintenance facilities are operated by Winnipeg Transit. Fort Rouge Garage houses Winnipeg Transit's head office, primary heavy overhaul and repair shop, parts inventory, vehicle servicing facilities and vehicle storage for 410 buses. It is approximately 40 years old, 148,000 sq. m. in size and is located on a 10 hectare property in a mixed residential, commercial and industrial neighbourhood. Two other city departments have offices and shops at this location. North Garage includes light maintenance, dispatch, vehicle servicing and vehicle storage facilities for 125 buses. It is over 50 years old, approximately 9,000 sq. m. in size and is located on a 2 hectare property in a residential, commercial neighbourhood. Winnipeg Transit also operates other services and equipment such as Transit Treasury, Information Technology, Handi Transit and radio repeater and tower facilities in leased space in other parts of the city.
- D7.6 Winnipeg Transit operates on a 24/7 basis with total annual ridership of approximately 40,000,000 with weekday ridership of approximately 140,000. Weekday peak service occurs between 15:30 and 18:30 with over 450 buses in service and 55,000 boardings. Service is also provided for special events including professional football, hockey and baseball games, major concerts and festivals.
- D7.7 Winnipeg Transit has direct service links to the Winnipeg International Airport, the Via Rail passenger terminal and the intercity bus passenger terminal.

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 The Contractor 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 Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain:
- (a) Commercial General Liability Insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability, contingent employers liability (if not otherwise covered) and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) Professional Liability Insurance or Errors and Omissions Liability Insurance in the amount of at least one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) aggregate to remain in place at all times during the performance of the Work and one year after completion date;

- (c) If required, Automobile Liability Insurance for owned automobiles used for or in connection with the project in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work.

D9.2 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba or as determined to be acceptable by the Contract Administrator in consultation with the Insurance Supervisor of the City of Winnipeg.

D9.4 The Contractor shall provide the Contract Administrator with certificates of insurance of all applicable insurance policies at least two (2) Business Days prior to the commencement of any Work, but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.5 The City of Winnipeg reserves the right to request and obtain certified copies of all insurance policies at any time during the course of the contract.

D9.6 The Contractor shall be responsible for the payment of all premiums and deductible amounts relating to the insurance policies, and the Contractor shall maintain the insurance from the date of this Contract until Total Performance.

D10. SECURITY CLEARANCE

D10.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D10.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate 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 Work.

D10.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.

D10.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D10.5 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 criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

D10.6 During the Contract, and dependent on the level of Work required, enhanced security clearances may be required on request of the Contract Administrator.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence that the Contractor is 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;
- (ii) evidence of the insurance specified in D9;
- (iii) the security clearances specified in D10, except as may be otherwise authorized by the Contract Administrator.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 The Contractor shall provide services in accordance with the requirements listed in D2. Scope of Work.