



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 878-2011

**REQUEST FOR PROPOSALS FOR AN AUTOMATIC FARE COLLECTION SYSTEM
IMPLEMENTATION PROJECT MANAGER**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Proposal Submission	2
B7. Proposal	3
B8. Fees (Section B)	4
B9. Experience of Bidder and Subcontractor, if any (Section C)	5
B10. Experience of Key Personnel Assigned to the Project (Section D)	5
B11. Project Understanding and Methodology (Section E) -	6
B12. Qualification	6
B13. Opening of Proposals and Release of Information	7
B14. Irrevocable Offer	7
B15. Withdrawal of Offers	7
B16. Interviews	8
B17. Negotiations	8
B18. Evaluation of Proposals	8
B19. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Definitions	1
D3. Contract Administrator	1
D4. Background	1
D5. Project Scope	2
D6. Confidentiality and Ownership of Information	3
D7. Notices	3
D8. Indemnity	3

Submissions

D9. Authority to Carry on Business	4
D10. Insurance	4
D11. Commencement	4
D12. Critical Stages	4
D13. Total Performance	5

Measurement and Payment

D14. Payment	5
D15. Payment Schedule	5

Warranty

D16. Warranty	5
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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Request for Proposals for an automatic fare collection system implementation project manager

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 28, 2011.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The 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 D3.1.

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 promptly notify the Contract Administrator of the error, discrepancy or omission at least four (4) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 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.

B3.5 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.

B3.6 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. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 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. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B19.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A);
 - (b) Fees (Section B);
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Bidder and Subcontractors, if any (Section C);
 - (b) Experience of Key Personnel Assigned to the Project (Section D);
 - (c) Project Understanding and Methodology (Section E); and
- B7.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.3.1 Bidders should submit one (1) unbound original (marked “original”) and three (3) copies.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B19.1(a).
- B7.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. PROPOSAL

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.

- B8.2 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.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 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.
- B8.4 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 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 and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

- B9.1 The Proposal shall include a **Fixed Fee** for each of the following phases of the Work identified on Form B: Prices:
- (a) General services;
 - (b) Project Management Services During Pre-Implementation Phase;
 - (c) Project Management Services During Implementation Phase;
 - (d) Project Management Services During Post-Implementation Phase;
 - (e) Applicable MRST.
- B9.2 Details of the Scope of Work are provided under D4.1.
- B9.3 The Fixed Fee shall be broken down by phase as shown on Form B: Fees.
- B9.3.1 The Fixed Fee shall include costs for out of town travel, related meals, accommodations and all disbursements for the duration of the Project.
- B9.4 The Fee Proposal shall also include, as a separate attachment, a Schedule of Hourly Fees for key personnel assigned to the Project, for additional Work required to complete the Project, but not anticipated at the time of Award of Contract.

- B9.5 Notwithstanding B9.3, the Bidder shall indicate applicable MRST separately on Form B: Fees.
- B9.6 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF BIDDER AND SUBCONTRACTOR, IF ANY (SECTION C)

- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Bidder and Subcontractors, if any in providing project management of automatic fare collection system and smart card system implementations on up to three projects of similar size and complexity;
- B10.2 For each project listed in B10.1, the Bidder should submit:
- (a) description of the project;
 - (b) role of the Bidder and/or Subcontractor;
 - (c) Project's original contracted cost and final cost;
 - (d) schedule (anticipated project schedule and actual project delivery schedule);
 - (e) Project owner;
 - (f) Individual references for each of the reference projects provided in B9.1(a). Each reference should consist of a company name, contact name, email address, phone number. References will be used to confirm the information provided.
- B10.2.1 Where applicable, information should be separated into Bidder and Subcontractor project listings.
- B10.3 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 Bidder and Subcontractors.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B11.1 Describe your approach to overall team formation and coordination of team members.
- B11.1.1 Include an organizational chart for the Project identifying the roles of each of the key participants.
- B11.2 Submit the experience and qualifications of the Key Project Manager and other staff assigned to this Project that relate specifically to the implementation of automatic fare collection systems and smart card systems. Include:
- (a) educational background and degrees,
 - (b) professional recognition,
 - (c) job title,
 - (d) years of experience in current position,
 - (e) years of experience with automatic fare collection and smart card systems, and
 - (f) years of experience with existing employer.
- B11.3 For each person identified in B11.2 list the percent of time to be dedicated to the Project. Provide information in accordance with the Scope of Work phases identified in B12.2.
- B11.4 For each person identified, including the key Project Manager and other staff assigned to this Project, list at least two projects of comparable size and complexity in which they have played a primary role. If a project selected for a key person is included in B10.1, 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) Individual references for each of the reference projects provided in B10.4. Each reference should consist of a company name, contact name, email address, phone number. References will be used to confirm the information provided.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E) -

B12.1 Further to B7.2(c), the Bidder should submit information in sufficient detail for the City to evaluate the team's proposed approach to delivering the project by providing:

- (a) their project management philosophy and approach;
- (b) their team organization during the performance of the services;
- (c) their proposed methodology for quality control/quality assurance;
- (d) their proposed methodology for organizing and managing the project.

B12.2 Methodology should be presented in accordance with the following Scope of Work phases:

- (a) General services;
- (b) Project Management Services During Pre-Implementation Phase;
- (c) Project Management Services During Implementation Phase;
- (d) Project Management Services During Post-Implementation Phase.

B13. QUALIFICATION

B13.1 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; 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 Work in strict accordance with the terms and provisions of the Contract; and
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B13.2 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 Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B13.3 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);
- (d) demonstrate that they 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.

- (e) demonstrate that they have the knowledge and understanding of the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract.

B13.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(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 Division website at <http://www.winnipeg.ca/matmgt>

B14.3 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 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.

B14.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 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 and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 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.

B16.1.1 Notwithstanding C22.5, 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.

B16.1.2 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.

B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the 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 B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B15.2 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.

B17. INTERVIEWS

B17.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 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.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, 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 from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 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 deviation therefrom: (pass/fail)
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12.2(a): (pass/fail)
- (c) Fees; (Section B) 30%
- (d) Experience of Bidder and Subcontractor, if any; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 30%

B19.2 Further to B19.1(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.

B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

B19.4 Further to B19.1(c), Fees will be evaluated based on Fees submitted on Form B.

- B19.4.1 If there is any discrepancy between the Fees written in figures, the Fees written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B19.4.2 Further to B19.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B19.5 Further to B19.1(d), Experience of Bidder and Subcontractor, if any, will be evaluated considering the experience of the organization on the implementation of automatic fare collection and smart card systems for public transit systems with similar infrastructure, operations, size and complexity.
- B19.6 Further to B19.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor Personnel on the implementation of automatic fare collection and smart card systems for public transit systems with similar infrastructure, operations, size and complexity.
- B19.7 Further to B19.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B19.8 Notwithstanding B19.1(d) to B19.1(f), where Bidders fail to provide responses to B7.2, the score of zero or fail will be assigned to that Section.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 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.
- B20.2.1 Without limiting the generality of B20.2, 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) the prices are materially in excess of the City's cost to perform the Work, 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.
- B20.3 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.
- B20.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).**
- B20.4.1 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

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of 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 proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. DEFINITIONS

D2.1 When used in this Request for Proposal:

- (a) **“Proposal”** means the offer contained in the Proposal Submission;
- (b) **“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;
- (c) **“Request for Proposal”** means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Tim Van Dekerkhove, P. Eng.

Email: tvandekerkhove@winnipeg.ca

Telephone No. (204) 986-2173

Facsimile No. (204) 986-3672

D3.2 All correspondence or contact by Bidders with the City in respect of this RFP must be directly and only with the City's Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Bidders Proposal Submission.

D3.3 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. BACKGROUND

D4.1 The City of Winnipeg Transit Department has provided public transit service to Winnipeg for over 125 years. Transit currently operates a fleet of 555 buses from two bases in Winnipeg. The two Transit bases are at their effective parking and servicing capacity. Transit ridership has been increasing over the past several years and service improvement initiatives such as the Southwest Rapid Transit Corridor and iBus technology will continue to promote ridership increases that will make fleet expansion necessary.

D4.2 Fare collection is a core element of Transit's business and has an impact on the operations of every division within the department. In 2010, over 45.2 million Transit customers paid a fare to access the service. The characteristics of the current fare collection equipment have dictated fare policies and fare collection processes for decades. The implementation of a new fare collection system will modernize and simplify the fare collection process, provide more convenience and options for passengers, and improve the security of fare collection. In particular, the project goals are to:

- (i) Improve system convenience and appeal for customers;
- (ii) Improve system flexibility to accommodate fare policy adjustments seamlessly;
- (iii) Provide flexible marketing tools to promote ridership growth;

- (iv) Reduce cash fare, transfer and pass fraud;
 - (v) Provide more detailed ridership and revenue data;
 - (vi) Increase the efficiency of fare collection and revenue management operations;
 - (vii) Provide modern fare collection equipment with readily available parts and service support.
- D4.3 The on-bus fare collection hardware proposed for this project is an automatic validating electronic farebox with an external electronic fare card reader. This type of farebox would be configured to accept coins only and would collect, secure, reliably count and report all fare payments. It would also be configured to print and validate transfers. The electronic fare card reader would be used to read and update contactless electronic fare cards.
- D4.4 All pre-purchased fare products, including passes and advance trip purchases, would be offered on reloadable electronic fare cards. These cards would contain a record of the payment, including the time of payment, and would constitute the “transfer” to permit that passenger to board another bus for free during the valid time period.
- D4.5 Retail outlets located throughout the city, telephone and on-line systems would be used by passengers to conveniently reload transit products or value on to reloadable electronic fare cards.
- D4.6 RFP 925-2010 for an Automatic Fare Collection System was issued on January 18, 2011, and closed on March 23, 2011. This is an extremely complex technology project involving the installation of electronic validating fareboxes on Transit’s fleet and the implementation of a smart card based automatic fare payment system that is supported by the necessary financial and information technology hardware and software systems. Responses are currently being evaluated and it is expected that the Automatic Fare Collection System Implementation Project Manager will commence its work following an award of contract.

D5. PROJECT SCOPE

- D5.1 The City is seeking to contract with a Project Manager to oversee all aspects of the implementation of an Automatic Fare Collection System. The Project Manager will be responsible for the delivery of services to the Project. The Project Manager will manage the project using generally adopted project management methodologies and skills in accordance with City of Winnipeg Standards. The Project Manager shall not be replaced without the prior written consent of the City of Winnipeg.
- D5.2 Project Management is the comprehensive management and control of all aspects of the project through all phases of its life to achieve prescribed objectives defined in terms of schedule, aesthetics, functionality, initial cost, life cycle cost, quality and efficient and effective operations. Through the application of appropriate management techniques, the Project Manager will direct and coordinate efforts of the project team to achieve the objectives of the project to meet the City’s requirements.
- D5.3 In general, the Project Manager shall provide project management services for all stages from pre-implementation to post-implementation in accordance with, but not limited to, the following:
- (a) General services:
 - (i) Develop detailed general project management protocols necessary to ensure that the project is monitored, controlled and delivered in the most efficient and effective manner necessary to meet all project schedules, budgets and objectives.
 - (b) Project Management Services During Pre-Implementation Phase:
 - (i) Develop a working knowledge of City facilities, operations and interfaces with customers necessary to identify requirements for an implementation plan.
 - (ii) Develop a working knowledge of the hardware, software and services to be provided by the supplier of the Automatic Fare Collection System necessary to identify requirements for an implementation plan.

- (iii) Develop a detailed implementation plan for all required tasks to successfully implement the Automatic Fare Collection System at the minimum cost with the minimum disruption to City Customers and the Operations of the City. The detailed implementation plan must be approved by the City before implementation.
- (c) Project Management Services During Implementation Phase:
 - (i) Manage all aspects of implementation by the Automatic Fare Collection System Supplier, City staff and other City Contractors to ensure that the project is delivered in the most efficient and effective manner, with minimal disruption to the Public and City operations and that it meets all project schedules, budgets and objectives.
- (d) Project Management Services During Post-Implementation Phase:
 - (i) Manage all aspects of the post-implementation tasks necessary to effectively address deficiencies and non-conformance issues that occur during the warranty period to ensure that the delivered Automatic Fare Collection System operates in the most efficient and effective manner, with minimal disruption to the Public and City operations and that it meets project objectives.

D5.3.1 Critical Stages for work are in accordance with D12.

D5.4 In the event of a change in the Scope of Work requirements, the City reserves the right to negotiate additional Work under this Contract with the successful Bidder.

D5.5 Notwithstanding C6.24.2, the Contractor shall not add, remove or replace any key personnel, or Subcontractor, nor change any part of the Work to be performed, without the prior approval of the Contract Administrator.

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D6.1 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.

D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D6.3 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.

D7. NOTICES

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

D8. INDEMNITY

D8.1 Notwithstanding C16.1, the OAPM shall indemnify and save harmless the City from and against all claims, losses, damages, costs, expenses and fees, actions and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any negligent act, defect, error or omission of the Project Coordinator, its servants or agents or persons for whom it has assumed responsibility, including Subcontractors, in the performance or purported performance of this Contract to a maximum of the Contract Price or two million dollars, whichever is greater.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (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, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- (c) Professional errors and omissions insurance, in an amount not less than \$2,000,000 per claim subject to a minimum \$2,000,000 aggregate. Professional errors and omissions insurance coverage shall include an extended reporting period of not less than 24 months from Completion of the Service.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator 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 Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.4 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.

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

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

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11.3 The Contractor shall commence the Work within seven (7) Calendar Days of receipt of the notice of award.

D12. CRITICAL STAGES

D12.1 The City expects the following Critical Stages of the contract to be:

- (a) Award of Contract for the Automatic Fare Collection System – November 30, 2011;
- (b) Complete Implementation of the Automatic Fare Collection System – December 31, 2012.
- (c) Completion of the Automatic Fare Collection System Warranty – December 31, 2014.

D13. TOTAL PERFORMANCE

- D13.1 The Contractor shall achieve Total Performance of this Contract by December 31, 2014.
- D13.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the evaluation of the Work of this Contract with the Contract Administrator for purposes of verifying Total Performance. Any deficiencies in the Work noted during that evaluation shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-evaluated.
- D13.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

MEASUREMENT AND PAYMENT

D14. PAYMENT

- D14.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D15. PAYMENT SCHEDULE

- D15.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of monthly progress invoices.

WARRANTY

D16. WARRANTY

- D16.1 Notwithstanding C12, Warranty is not applicable to this Contract.