



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 96-2011

**PROVISION OF CONSULTING SERVICES FOR THE CORYDON-OSBORNE
NEIGHBOURHOOD PLAN**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
------------------	---

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. Detailed Prices (Section B)	3
B9. Qualification	4
B10. Experience of Bidder and Project Team (Section C)	4
B11. Project Understanding and Methodology (Section D)	5
B12. Project Schedule (Section E)	5
B13. Opening of Proposals and Release of Information	5
B14. Irrevocable Offer	5
B15. Withdrawal of Offers	6
B16. Interviews	6
B17. Negotiations	6
B18. Evaluation of Proposals	6
B19. Award of Contract	7

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Background Information	1
D3. Scope of Work	4
D4. Definitions	8
D5. Contract Administrator	9
D6. Confidentiality and Ownership of Information	9
D7. Notices	9

Submissions

D8. Authority to Carry on Business	9
D9. Insurance	10

Schedule of Work

D10. Commencement	10
D11. Critical Stages	10
D12. Total Performance	11

Measurement and Payment

D13. Invoices	11
D14. Payment	11
D15. Payment Schedule	11

Warranty

D16. Warranty	12
---------------	----

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF CONSULTING SERVICES FOR THE CORYDON-OSBORNE NEIGHBOURHOOD PLAN

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 25, 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 D5.1.

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 five (5) 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.

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. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Detailed Prices (Section B);
 - (c) Experience of Bidder and Project Team (Section C), in accordance with B10;
 - (d) Project Understanding and Methodology (Section D) in accordance with B11; and
 - (e) Project Schedule (Section E) in accordance with B12.
- B6.2 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.
- B6.2.1 Bidders should submit one (1) unbound original (marked "original"), three (3) copies plus one (1) copy in an MSOffice compatible electronic format on a standard CD and one high resolution digital electronic copy of all individual images, graphics, etc. If there is any discrepancy between the electronic version and the hard copy, the original hard copy shall take precedence.
- B6.3 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.4 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 B18.1(a).
- B6.5 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B6.5.1 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.
- B6.6 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.7 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7. PROPOSAL

- 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 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 should be printed below such signatures.
- 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 and the Contract, when awarded, shall be both joint and several.
- B8. DETAILED PRICES (SECTION B)**
- B8.1 The Bidder shall state a lump sum price in Canadian funds for the Work identified on D2.4.
- B8.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.1.2 The total project budget, including all disbursements and expenses, should not exceed \$50,000.
- B8.2 Further to B8.1, the Bidder shall provide a breakdown of the Detailed Prices as follows:
- (a) Fees for any sub-contractors needed to assist with the assignment;
 - (b) Fee for stakeholder/public consultation program;
 - (c) Fee for urban design services;
 - (d) Disbursements (including printing/photocopying, fax charges, long distance charges, incidentals, couriers, photographs, computer processing time and charges, advertising, etc.).
- B8.3 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. QUALIFICATION

B9.1 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; and
- (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.

B9.2 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>

B9.3 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);

B9.4 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.

B9.5 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.

B10. EXPERIENCE OF BIDDER AND PROJECT TEAM (SECTION C)

B10.1 The Bidder should submit a description of the Bidder's Qualifications including:

- (a) Corporate qualifications, including a description of the qualifications of the prime contractor and each participating sub-contractor firm
- (b) A summary of project experience for projects of similar scope and scale (project fact sheets)

B10.2 The Bidder should submit:

- (a) Qualifications of Team Leader and Team Members including:
 - (i) Demonstrated experience and success working with Stakeholder Advisory Committees and Technical Advisory Committees and the ability to effectively generate results by facilitating groups with diverse opinions and perspectives;
 - (ii) Demonstrated experience with the development, facilitation and production of stakeholder and public consultation processes in an urban design context at a neighbourhood scale.
- (b) A description of the Bidder's proposed Project Team, including an outline of the experience of the Project Team Leader and Team Members;

- (c) Identification of the overall Project Team leader responsible for coordinating team members and the various project components;
- (d) The roles and time commitment of various Team members at various stages of the project, including the commitment of senior team members (firm principals);
- (e) Unique strengths of Team.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION D)

B11.1 The Bidder should submit:

- (a) a summary highlighting the unique qualities of the proposal that make it superior, innovative or different from other approaches in addressing the scope of the project and the needs of the City of Winnipeg;
- (b) a brief description of the Bidder's understanding of the scope, objectives and work plan of the Project;
- (c) a description of the Bidder's proposed methodology and approach to the Project.

B12. PROJECT SCHEDULE (SECTION E)

B12.1 The Bidder should submit a proposed project schedule for completing the Work, paying particular attention to D3.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B13.1 Proposals will not be opened publicly.

B13.2 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>.

B13.3 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.

B13.4 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.

B14. IRREVOCABLE OFFER

B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B14.2 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.

B15. WITHDRAWAL OF OFFERS

B15.1 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.

B15.1.1 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.

B15.1.2 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.

B15.1.3 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 B15.1.3(b), declare the Proposal withdrawn.

B15.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B14.2 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.

B16. INTERVIEWS

B16.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B16.2 The City may request references from the short list of selected firms being asked to come for an interview

B17. NEGOTIATIONS

B17.1 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.

B17.2 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.

B17.3 If, in the course of negotiations pursuant to B17.2 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.

B18. EVALUATION OF PROPOSALS

B18.1 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 B9: (pass/fail);
- (c) Detailed Prices (Section B) 30%
- (d) Experience of Bidder and Project Team (Section C) 35%
- (e) Project Understanding and Methodology (Section D) 30%
- (f) Project Schedule (Section E) 5%

- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(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.
- B18.4 Further to B18.1(c), the Detailed Prices shall be evaluated considering the prices submitted in response to B8.
- B18.4 Further to B18.1(d), Experience of Bidder and Project Team shall be evaluated considering the information submitted in response to B10;
- B18.5 Further to B18.1(e), Experience of Proponent and Key Personnel shall be evaluated considering the information submitted in response to B11;
- B18.6 Further to B18.1(f), the Project Schedule shall be evaluated considering the schedule submitted in response to B12.
- B18.7 This Contract will be awarded as a whole.
- B18.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1(a) and B18.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B19.2 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.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 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.
- B19.3.1 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.
- B19.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B19.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

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. BACKGROUND INFORMATION

Project Description / Overview

D2.1 A Neighbourhood Plan for the Corydon–Osborne area is an opportunity to implement key OurWinnipeg and Complete Community Direction Strategy's concepts at the neighbourhood level. By promoting a forward-looking enabling 20-year vision for the area, a plan for the Corydon–Osborne area would provide the opportunity to promote mixed-use redevelopment in a context sensitive manner, to proactively address the pressures for growth and change that will occur in the neighbourhood due to new investment and the presence of the rapid transit corridor, to identify and prioritize appropriate infrastructure upgrades and improvements to facilitate this growth, and to promote more sustainable forms of development and urban form and the concepts of sustainability.

D2.2 The boundaries of the planning area are largely based on a 400m pedestrian travel distance originating from the Osborne Rapid Transit Station at the east and extending north and south from Corydon Avenue west to Harrow Street.

D2.3 The planning area contains four sub areas each with its own character and a general vision for the future as identified in the Complete Communities Direction Strategy. The Complete Communities Direction Strategy provides a foundation for a more refined local vision that acknowledges the surrounding neighbourhood while addressing the unique issues and impacts each area will face in the future while supporting City wide goals. The attached Appendix 1 shows the plan extent and the four sub areas:

- (a) Osborne Station TOD Opportunity Area (Transformative Area);
- (b) Corydon Community Mixed Use Corridor (Transformative Area);
- (c) Grosvenor/Stafford Neighbourhood Mixed Use Centre (Transformative Area);
- (d) Surrounding Residential Neighbourhood (Area of Stability).

D2.3.1 The Plan would be adopted as a Secondary Plan By-law by City Council.

Project Objectives

D2.4 The objectives of the Project are:

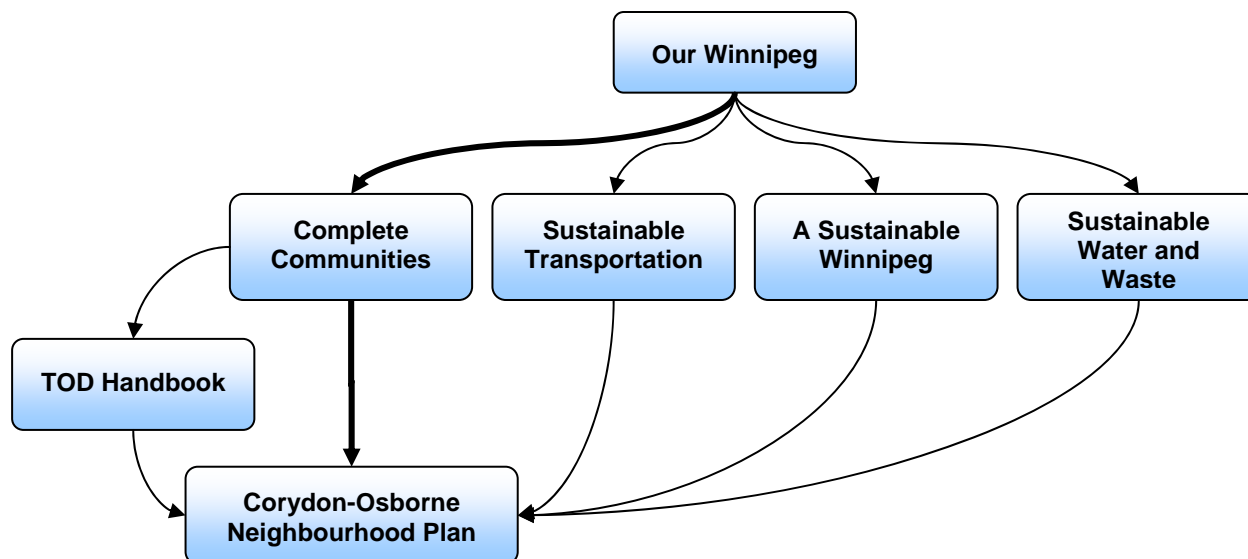
- (a) **Vision** - To provide a 20-year vision for a 1.2 square kilometre mature community that capitalizes on the potential of the Osborne Station on the South West Rapid Transit Corridor (SWRTC) and the Corydon Avenue Community Mixed Use Corridor, by promoting a more sustainable urban form, enabling development and economic growth, managing growth pressures and change and addressing additional impacts associated with the introduction of the rapid transit corridor in a proactive manner.
- (b) **Sustainability** - To incorporate the concepts of a sustainable neighbourhood plan, based on *A Sustainable Winnipeg* and the Federation of Canadian Municipalities (FCM) sustainability pillars. The plan should address greenhouse gas emission reduction, green

building, reduced energy use, integrated neighbourhood & transportation planning, and green infrastructure as it relates to water & waste management and reduction.

- (c) **Complete Communities** - To realize the opportunity to implement key OurWinnipeg and Complete Community concepts at the neighbourhood level, including promoting more sustainable forms of urban development involving pedestrian-oriented mixed-use infill along Rapid Transit Corridors and Community Mixed Use Corridors.
- (d) **Rapid Transit** - To integrate planning for the Corydon–Osborne area into the timing of the construction of the SWRTC, anticipated to be completed by the end of 2011. Development pressures around the new rapid transit station are anticipated and the Plan will provide a good framework to guide the expected growth.
- (e) **Transit Oriented Development** - To incorporate the concepts of Transit Oriented Development (TOD) and Station Area Planning, based on the draft City of Winnipeg TOD Handbook.
- (f) **Incentives** - To identify a range of tools and/or incentives for pedestrian-oriented, mixed-use infill development of a variety of uses and densities through a forward-looking plan.

City Project Deliverable

- D2.5 The product resulting from this project is a Neighbourhood Plan based on Complete Communities and TOD principles. The plan should be an illustrative plan focusing on 'placemaking' and urban design. The intent of the neighbourhood plan is not to restrict existing development rights but rather to enable development that incorporates concepts and principles from, and is aligned with, the following:
 - (a) OurWinnipeg & the four Direction Strategies:
 - (i) Complete Communities;
 - (ii) Sustainable Transportation;
 - (iii) A Sustainable Winnipeg;
 - (iv) Sustainable Water and Waste;
 - (b) City of Winnipeg TOD Handbook (draft), and the Urban Neighbourhood typology specifically;
 - (c) Elements of a Sustainable Neighbourhood Plan, as outlined by the Federation of Canadian Municipalities (e.g., energy use, transportation planning, water and waste management, pollution, active transportation, housing affordability, parks and open space, etc).
- D2.6 The relationship and plan hierarchy between OurWinnipeg, the Complete Communities Direction Strategy, and the proposed Corydon–Osborne Neighbourhood Plan is outlined the diagram below.



D2.7 A second deliverable, which should form part of the Neighbourhood Plan, is an Implementation Plan. It will identify future actions to enable development consistent with the goals, objectives, and vision of the plan that relate to infrastructure upgrades and improvements, zoning or regulatory changes, public realm improvements, parking strategies, design guidelines, and others areas identified in the plan.

City Team Organization (see attached City Proposed Project Management Accountability Structure in Appendix 2)

D2.8 A Stakeholder Advisory Committee (SAC) will be established consisting of a total of 8 minimum and 12 maximum from the following key community stakeholder groups and organizations in the area: Corydon Business Improvement Zone (BIZ), Osborne Village BIZ, Corydon Village Residents Association, Osborne Village Residents Association, Earl Grey Neighbourhood Safety Association, Earl Grey Community Centre, River-Osborne Community Centre, representative of the land development industry, member-at-large.

D2.9 A City Project Team will be assembled consisting of representatives from the Planning Property and Development Department.

D2.10 A Technical Advisory Committee (TAC) will also be established comprised of technical representatives from multiple City departments and outside agencies with an interest or role in the study area. This could include representatives from: Manitoba Liquor Control Commission, Winnipeg Parking Authority, Winnipeg Housing and Homelessness Initiative, Winnipeg School Division #1, Winnipeg Police Service, Public Works Department, Community Services Department, Winnipeg Transit, Water and Waste Department, Winnipeg Fire Paramedic Service, Winnipeg Arts Council, Manitoba Hydro.

D2.11 SAC meetings will be held at strategic points in the Plan development process preferably before each major public engagement (e.g., design workshop, public open house, etc.) and after the final draft of the Plan has been prepared (prior to the public hearing). The City will schedule the SAC meetings. The Contractor will facilitate the SAC meetings.

D2.12 TAC meetings will be held prior to each Design Workshop and each Public Review Opportunity. Additional TAC meetings will also be convened in association with development of the draft and final versions of the Plan, prior to presentation at a public hearing. The City will schedule and

lead the TAC meetings. The Contractor may need to be in attendance at some of the TAC meetings.

D2.13 A graphic artist can be made available to the Project Team and will be contracted separately by the City to support the stakeholder/public consultation program. For example, the graphic artist could be involved in assisting design workshop break-out teams to translate their vision and development concepts from ideas to paper. The graphic artist will also be available to assist in preparing final versions of the graphics for publication in the draft/final Plan.

D2.14 The consulting team Project Manager will report directly to the City's Project Manager.

D3. SCOPE OF WORK

D3.1 The following apply to the Work:

SERVICES

D3.2 The Work to be done under the Contract shall consist of the following:

- (a) The Contractor shall provide consulting services in accordance with the requirements hereunder. Consulting services are intended to support and complement a Neighbourhood Planning program aimed at developing a Neighbourhood Plan for the Corydon-Osborne area and around the Osborne Street Rapid Transit Station.
- (b) The objectives of consulting services are to:
 - (i) provide an opportunity for stakeholder and public input and feedback in the planning process;
 - (ii) translate planning policy direction into design concepts and graphically illustrate the concepts;
- (c) Consulting services include 2 discrete types of services:
 - (i) facilitation and stakeholder/public consultation;
 - (ii) urban design services.

D3.3 Facilitation and Stakeholder/Public Consultation Services

- (a) The Contractor will design and deliver a public consultation program aimed at gathering feedback throughout the process of developing the Corydon-Osborne Neighbourhood Plan. The consultation program is to facilitate input from community stakeholders, City staff, community residents, property owners and business owners, and municipal officials.
- (b) The Contractor will identify options for consulting with the public and receiving stakeholder input in a structured manner. The Contractor will make recommendations regarding which sessions should be open to the public or limited to community stakeholder representatives.
- (c) The Contractor may utilize a choice of several proven public participation techniques to consult with the public in the process including, for example, workshops, charrettes, open houses, focus groups, visual preference surveys, block city (Lego, models, SimCity, etc).
- (d) The Contractor will recommend a preferred option for stakeholder/public consultation. Different techniques or methods may be used in certain situations or at various stages throughout the project.
- (e) The Contractor will be responsible for leading and implementing the stakeholder and public consultation processes and for facilitating discussion at each of the major points in the process (e.g., design principles, design workshops, open houses, etc).
- (f) The Contractor will be responsible for the preparation and production of all public and stakeholder presentation and consultation materials, coordination of consultation events and documentation of the results. (For further information on documentation of results, see Deliverables in Section 0).

- (g) The Contractor will support the City in preparing a Communication Strategy for the project and refine the messages, tools, and techniques so that they are appropriate at the key milestone stages of the project. This will include posting information to a project website created and managed by the City. The Contractor will supply information to be included in the communication materials including electronic copies of original graphics, illustrations, images, concepts, etc.
- (h) Files containing images, graphics, or photographs are to be submitted in a high resolution digital electronic format on a standard CD (eg, pdf, jpg).

D3.4 Urban Design Services

- (a) Urban design advisory services are required to support the City in its development of an illustrative neighbourhood plan intended to guide the physical development of the community from an urban design perspective. Components may include community structure, intensification and infill, street network and "complete streets", multi-modal transportation, open space systems and linkages, gateways, site planning and landscaping, built form, neighbourhood block planning and environmental sustainability. The Plan will be written in plain language as much as possible, so that it is easy to read and understand and will rely heavily on graphics to illustrate the key concepts.
- (b) The Contractor will provide urban design advisory services including but not limited to participation in visioning, development of urban design principles and design brief, establishment of urban design objectives, facilitation, design and graphic support for public engagement sessions throughout the planning exercise.
- (c) The Contractor will be able to illustrate and communicate various development and urban form options/scenarios using a variety of innovative and creative techniques such as transformative images, 3D rendering, photo inventories , etc.

D3.5 City's Role

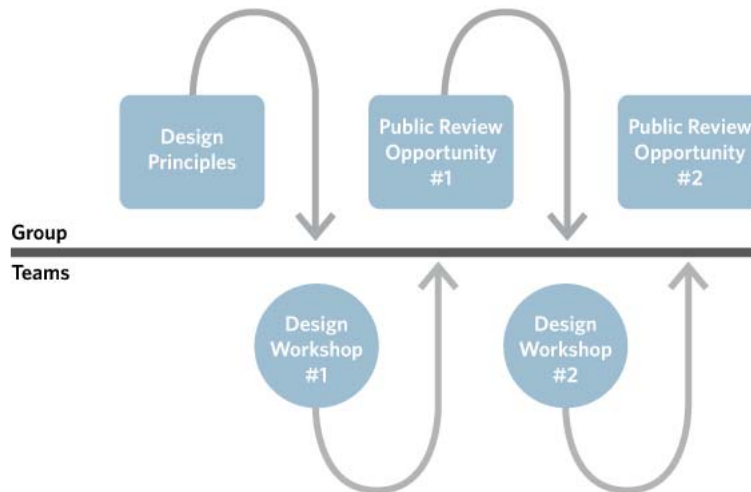
- (a) The City will make a presentation to the SAC at the project kick-off meeting summarizing the key background information and highlights of each of the guiding documents.
- (b) The City will compile a package of background information to form an Appendix to the Plan.
- (c) The City will speak to the transition between planning efforts that have been completed in the neighbourhood over the past number of years and the transition to the current process. A "What You Told Us" approach may be used to summarize former visioning sessions, SWOT and issue identification exercises with the community at the project kick-off meeting with the SAC.
- (d) The City will bring the community up-to-date on the OurWinnipeg/Complete Communities process and the Plans that have resulted from that process, and what these new documents mean to the development of a Neighbourhood Plan under the current planning and policy framework. This Neighbourhood Plan will be much different from Secondary Plans completed under former iterations of Plan Winnipeg. It will be focused on "placemaking", less regulatory in nature, more form-based and urban design oriented. For example, see the Alameda Station Area Plan, Denver CO at the following link:
<http://www.denvergov.org/StationAreas/AlamedaStation/tabid/395237/Default.aspx>
- (e) The City will be the lead in writing and compiling the draft and final Neighbourhood Plans. The process of preparing the Plan will parallel the stakeholder/public consultation program.
- (f) The City will provide digital base mapping to the Contractor to facilitate production of project graphics and maps for the public consultation program and the draft and final copies of the Neighbourhood Plan.
- (g) The City will be responsible for the preparation of the Project Implementation Plan following development of the Neighbourhood Plan.

- (h) The Plan will require approval from City Council as a secondary plan by-law and will be subject to a public hearing at the City Centre Community Committee. The City of Winnipeg will be the lead in the public hearing process.
- (i) Assistance from City staff will be available to implement the public consultation process including staffing of open houses, facilitation for design workshop break-out groups, etc.
- (j) The City will be responsible for preparing a Communication Strategy for the project and leading the implementation of the Strategy.
- (k) The City will establish and manage a project website to share information about the project and document progress. The City will produce some content for the website but the majority of content from the stakeholder/public consultation process will be supplied by the Contractor. Background information (including reports), notices of meetings, draft documents, reproductions of open house boards, etc will be posted to the website. The success of the website as a communication tool will be achieved by the timely submission of information in a format that is easy to read and understand, and can be readily posted electronically (eg, pdf, jpg).

WORK PLAN

- D3.6 The Contractor will consider the following proposed workplan and steps to incorporate public input into the planning process (see project flowchart below):
- (a) A project kick-off meeting with the SAC to discuss background information for the planning process including the following documents, with the intent being to build on the work done to date:
 - (i) Corydon Village Pre-Plan Assessment;
 - (ii) Corydon Avenue Drinking Establishments Study;
 - (iii) Our Winnipeg and Complete Communities, and complementary Direction Strategies;
 - (iv) Transit Oriented Development Handbook;
 - (v) Southwest Rapid Transit Corridor;
 - (vi) Corydon Avenue Streetscaping;
 - (vii) Osborne Village Neighbourhood Plan;
 - (viii) Fort Rouge Neighbourhood Management Plan;
 - (b) Following project kick-off, each of the key stakeholder group representatives on the SAC will make a presentation to the SAC regarding each organization's interests and position on the Corydon-Osborne Neighbourhood Plan.
 - (c) Design Principles - The purpose of this early session is to allow ideas and creativity to flow freely and for all participants to present their values, vision and needs for the design and form of the area. The results of this session will lead to development of design principles which will be incorporated into a Design Brief (see Design Brief section below).
 - (d) Design Workshop #1 - The first workshop will provide direction for preparation of the draft Neighbourhood Plan and develop design concepts or scenarios for further discussion. Breakout groups can be formed to discuss various design elements or "musical tables" would give each participant exposure to all of the elements. The results of this workshop should provide the basis to start drafting the Plan.
 - (e) Public Review Opportunity #1 – The purpose of the first public review opportunity will be for the broader community, including residents, property owners and businesses to review the development scenario(s) and provide feedback. Various formats may be pursued to solicit public input (e.g., display information in vacant storefront or shopping mall, blog, questionnaire/survey, etc).

- (f) Design Workshop #2 – The second workshop will refine the design concept and draft Plan in more detail, test various scenarios and concepts, attach costs where possible, and determine the political feasibility and reality of the draft policies and proposed programs.
- (g) Public Review Opportunity #2 – The second public review opportunity will confirm plan policies and gauge the confidence of the community to move the Plan into the approval process and a public hearing.



- (h) The design workshops and public review opportunities should be scheduled in the spring and fall 2011 to avoid the summer vacation season.

Design Brief

D3.7 The Contractor, working with the City and the community, will prepare a Design Brief summarizing the background information and defining the design principles, criteria and targets for the planning exercise. The Brief will be a comprehensive yet concise document that will include a general description of the study area and its boundaries, define sub-areas, summarize opportunities and constraints, list assumptions and specify the design criteria by which the Plan will be created. Design objectives and performance targets will be consistent with Our Winnipeg, Complete Communities and other complementary Direction Strategies. It will be important to balance local and regional objectives for the community. The Design Brief will rely heavily on graphics to illustrate the principles and themes developed in concurrence with the community at the Design Principles session.

Deliverables

D3.8 The Contractor will be responsible for submitting the following deliverables:

- (a) Design Brief;
- (b) A Final Report should be submitted following completion of the project. Each step in the public consultation process should be recorded, documented and summarized.

Photographs should be taken of the participants and of the work produced at each session by each team or group, as applicable. The report and appendices should at a minimum include:

- (i) An introduction explaining the project and the process;
 - (ii) Rationale for the public consultation program employed;
 - (iii) Description of team/group selection process;
 - (iv) List of the participants and the makeup of each team/group in the Design Principles session and Design Workshops #1 and 2;
 - (v) Documentation of the process leading to the Design Principles;
 - (vi) Copy of the Design Brief;
 - (vii) Summary of each team/group's development scenarios (characteristics, design parameters, etc) from Design Workshop #1 and team/group design work including visuals, photographs, graphics, images, etc.;
 - (viii) Summary of the key themes, lessons learned and ideas that emerged from each session;
 - (ix) Conclusions, results and recommendations leading to the preferred development scenario from Design Workshop #2 and team/group design work including visuals, photographs, graphics, images, etc.;
 - (x) Summary and/or analysis of public review opportunities #1 and 2;
 - (xi) List of public review opportunity participants;
 - (xii) Next steps (outline of the approval process for the Neighbourhood Plan, Implementation Plan, etc);
- (c) Sections of the Final Report can be prepared and submitted in stages at the conclusion of each major step in the process as drafts. The Final Report can be compiled and submitted upon conclusion of the project.
- (d) Three hard copies of the Final Report should be submitted plus 1 copy in digital format (MSWord 2003 or pdf) on a standard CD. In addition, images, graphics, or photos should be provided electronically in individual files in high resolution digital format (eg, pdf or jpg).

D3.9 Project Budget and Timeline

- (a) The City will cover administrative costs and expenses for the workshops and/or public review opportunities where applicable including, for example: venue rental fee, equipment rental and supplies, catering of refreshments and snacks, base mapping services, printing and publication of handouts, postage, courier services, newspaper advertising. Where possible, the City may supply its own facilities or equipment to avoid high rental fees.
- (b) The Contractor should achieve critical stages of the Work in accordance with D11.1.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) "**may**" indicates an allowable action or feature which will not be evaluated;
- (b) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (c) "**Proposal**" means the offer contained in the Proposal Submission;
- (d) "**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;

- (e) **“Request for Proposal”** means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (f) **“should”** indicates a desirable action or feature which will be evaluated on a relative scale;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Valdene Buckley, MCIP CMMA
Senior Planner

Telephone No. (204) 986-5161
Facsimile No. (204) 986-7524

D5.2 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.

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.

D6.4 The City reserves the right to incorporate into future administrative reports, policies and by-laws, all or any part of the deliverables which may be amended as the City may determine appropriate in its sole discretion and without attribution to the Consultant/Contractor.

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 facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

SUBMISSIONS

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 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;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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.

D9.4 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.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 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.

D10.2 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 D8;
 - (ii) evidence of the insurance specified in D9;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10.3 The Contractor shall commence the Work within seven (7) Working Days of receipt of the notice of award.

D11. CRITICAL STAGES

D11.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Project Kick-off with SAC – March, 2011;
- (b) Design Principles with SAC – April, 2011;
- (c) Design Workshop #1 – May, 2011;
- (d) Public Review Opportunity #1 – June, 2011;
- (e) Design Workshop #2 – September/October, 2011;

- (f) Public Review Opportunity #2 – October/November, 2011;
- (g) Final Report – January, 2012.

D12. TOTAL PERFORMANCE

- D12.1 The Contractor shall achieve Total Performance by June 30, 2012.
- D12.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D12.3 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

D13. INVOICES

- D13.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: (204) 949-0864
Email: CityWpgAP@winnipeg.ca
- D13.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order (project) number
 - (b) the invoice number
 - (c) the company's GST registration number
 - (d) the project title
 - (e) the approved maximum fees and the fees charged to date
 - (f) a breakdown of the fees based on hours, rates and time spent
 - (g) a breakdown of disbursements, including copies of paid invoices or receipts.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D13.4 Bids Submissions must be submitted to the address in B6.7

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 accordance with the following payment schedule:

- (a) \$10K (or 20%) - after completion of Design Brief;
- (b) \$10K (or 20%) - after Public Review Opportunity #1;
- (c) \$10K (or 20%) - after Public Review Opportunity #2;
- (d) \$20K (or 40%) - upon satisfactory submission of Final Report.

WARRANTY

D16. WARRANTY

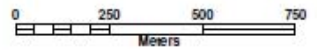
D16.1 Notwithstanding C12, Warranty does not apply to the Work of this Contract.

Appendix 1



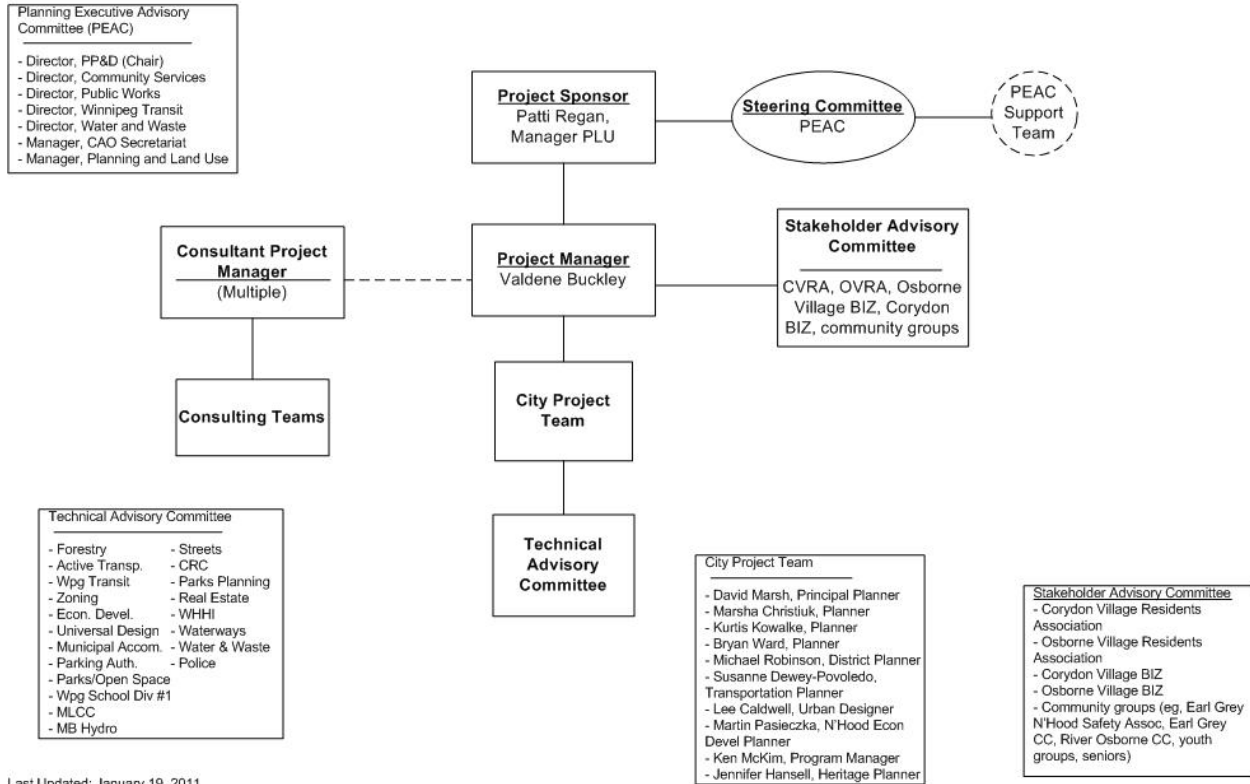
Corydon-Osborne Neighbourhood Planning Area

-  Plan Boundary
-  Southwest Rapid Transit Corridor
-  Harkness Station
-  Osborne Station
-  Fort Rouge Yards Station
-  Possible Jubilee Station
-  Osborne Station TOD Opportunity Area
-  Corydon Community Mixed Use Corridor
-  Grosvenor/Stafford Neighbourhood Mixed Use Centre



Appendix 2

**Proposed Project Management Accountability Structure -
Corydon Osborne Neighbourhood Plan**

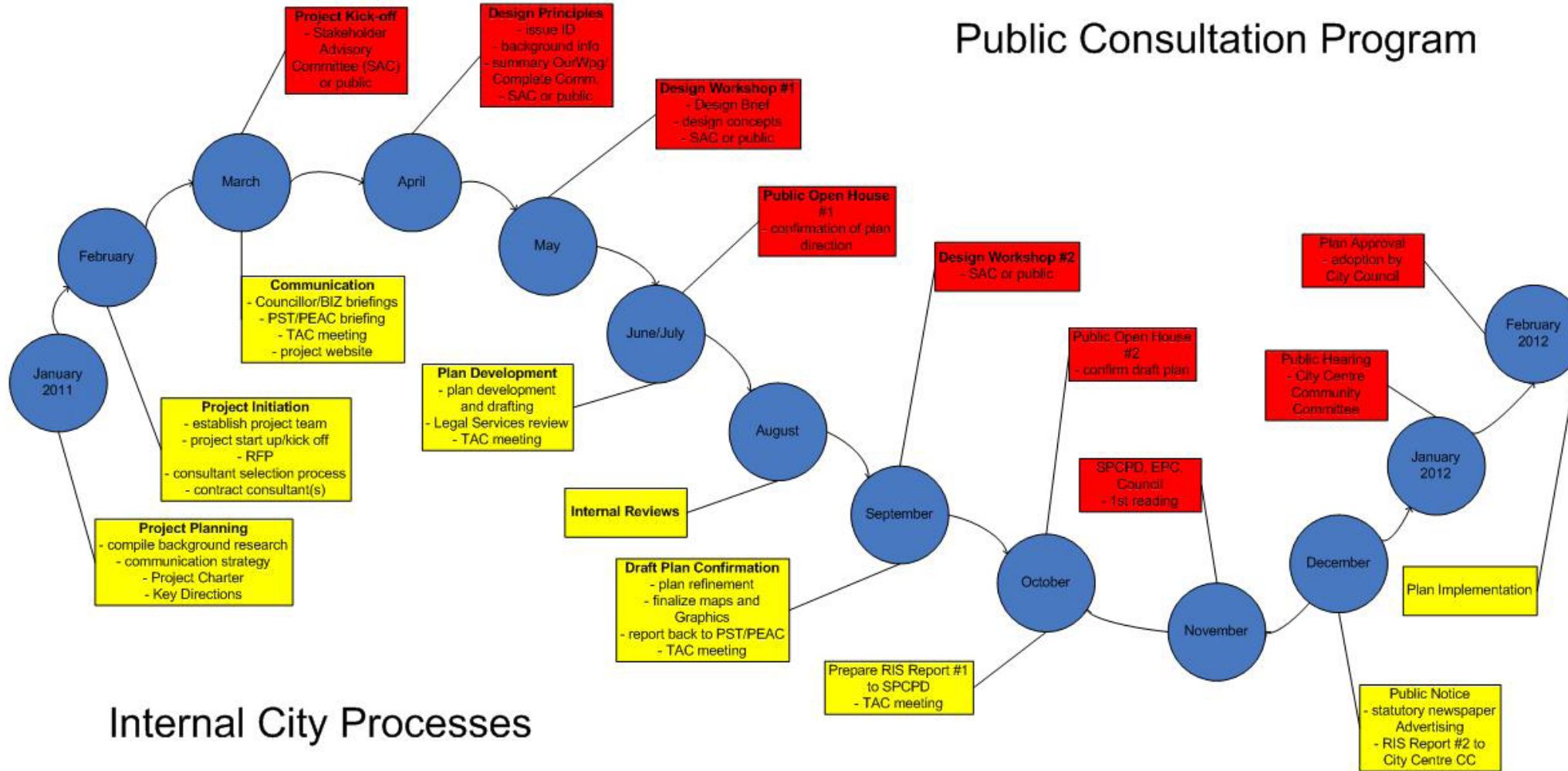


Appendix 3

Corydon Osborne Neighbourhood Plan

DRAFT February 7, 2011

Public Consultation Program



Internal City Processes