



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 16-2013

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE DEVELOPMENT OF A PUBLIC PRIVATE PARTNERSHIP (P3) BUSINESS CASE, TRANSACTION AND FINANCIAL ADVISOR, AND VALUE FOR MONEY ASSESSMENT FOR STAGE 2 OF THE SOUTHWEST TRANSITWAY

Proposals shall be submitted to:

**The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1**

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Appendix A – Project Overview

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE DEVELOPMENT OF A PUBLIC PRIVATE PARTNERSHIP (P3) BUSINESS CASE, TRANSACTION AND FINANCIAL ADVISOR, AND VALUE FOR MONEY ASSESSMENT FOR STAGE 2 OF THE SOUTHWEST TRANSITWAY

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, Thursday, January 31, 2013.
- 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 Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Project Manager identified in D2, or the Project Manager's designate.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent 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 Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 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 it 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 (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: 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 Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent 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 Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its 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 "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

B8.1 The Proposal shall include:

- (a) the proposed fees for each task in the Bidder's proposed Project Understanding and Methodology (Section E) indicating subtotals for each phase of the Work. A total proposed fee shall also be provided;

- (b) hourly rates, in Canadian funds, broken down by individual team members included in B10, for the Work identified in this RFP;
- (c) an estimate of the portion of Work (percent of time) that will be assigned to each team member engaged on the City's Contract;

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

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

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

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

B8.5 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B9.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing P3 consulting services on:
 - (i) at least three (3) projects of similar size and complexity from the past five (5) years;
 - (ii) projects in other jurisdictions where large-scale transit projects are being procured using alternative delivery approaches;
 - (iii) projects dealing with P3 Canada Inc.
 - (iv) issuing a value-for-money (VFM) report in the Canadian marketplace

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

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

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

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

B9.4 Reference checks will not be restricted to only those submitted by the Bidder, and may include organizations representing persons companies or individuals known to have done business with the Bidder.

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

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.
- B10.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers and email addresses per project).

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4, and shall be in sufficient detail for the City to evaluate if the Proponent has an established approach/methodology which outlines the Proponent's philosophy and approach to the project based on a firm understanding of the project goals, methodology and scope for projects of similar nature and complexity.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements as well as the urban design and planning issues of the overall project;
 - (b) Proponent approach to the procurement and VFM process;
 - (c) Proponent approach to understanding risks during construction, operating, maintenance, life-cycle and financing phases of a project;
 - (d) a brief description of how the Proponent anticipates transferring knowledge of the processes to City staff during the term of the Contract.
 - (e) the City's Project methodology with respect to the information provided within this RFP; and
 - (f) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B12. PROJECT SCHEDULE (SECTION F)

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13. QUALIFICATION

- B13.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- B13.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B13.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out consulting services for projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) have issued VFM reports in the Canadian marketplace;
 - (c) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
 - (d) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- B13.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.
- B13.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B14. ELIGIBILITY

- B14.1 Any organizations participating in this Project, whether as a Proponent or Subconsultant, will be deemed ineligible to participate in the actual P3 construction of Stage 2 of the Southwest Transitway either as a Proponent, Subconsultant, or member of a consortium.

B14.2 Any organizations participating in this Project, whether as a Proponent or Subconsultant, will remain eligible to participate in the actual P3 construction of Stage 2 of the Southwest Transitway as the Owner's Advocate.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the name(s) of the successful Proponent 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/>

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent 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.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed 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.

B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 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.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Proponent 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 Proponent'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 B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent 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.

B18. INTERVIEWS

B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B13: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
- (f) Project Understanding and Methodology (Section E) 15%
- (g) Project Schedule 15%

B20.2 Further to B20.1(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.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.

B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.

B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering your firm's understanding of, and ability to meet, the project schedule.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide complete responses to B6.2(a) to B6.2(d), the score of zero will be assigned to the incomplete part of the response.
- B20.10 This Contract may be awarded in phases.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B21.5.1 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 Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Further to Paragraph 6 of Form A: Proposal and C4, the successful Bidder will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B21.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Bjorn Radstrom, P.Eng.

Acting Manager of Service Development

Winnipeg Transit

Email: bradstrom@winnipeg.ca

Telephone No. 204-986-5743

Facsimile No. 204-986-6863

D2.2 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager or the Project Manager's designate. Failure to restrict correspondence and contact to the Project Manager or the Project Manager's designate may result in the rejection of the Proponents Proposal Submission.

D2.3 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.4 Proposal Submissions must be submitted to the address in B6.10

D3. BACKGROUND

D3.1 The Southwest Rapid Transit Corridor - Stage 2 Rapid Transit Project involves the extension of the Southwest Transitway from Pembina & Jubilee to the University of Manitoba. See Appendix A for more detailed information.

D4. SCOPE OF SERVICES

D4.1 The Contractor shall provide the City with consultant services and P3 expertise to assist the City to ensure a smooth transition through all processes required to achieve a successful P3 project, including the VFM, RFQ and RFP processes. These processes may include communications, policy framework, risk identification, determining costs and benefits. The proposed P3 project, including background and history of previous stages is outlined in Appendix A.

D4.2 The major components of the Work shall be divided into two phases as follows:

D4.2.1 Phase 1 – Business Case and PPP Canada Inc. Application

- (i) Business case development to support the selection of the best project delivery model for the project
- (ii) Preliminary VFM assessment at the business case stage
- (iii) Preparation of the final Business Case Report and supporting documentation for submission to PPP Canada Inc. by March 22, 2013

D4.2.2 Phase 2 – RFQ and RFP Development and Procurement

Should the business case demonstrate that a P3 is the desired method of proceeding with Stage 2 of the Southwest Transitway, and should the submission to P3 Canada be

successful, and should the funding from other levels of government be sufficient for the project to proceed, an optional Phase 2 of this project may proceed as an extension of the initial contract. Phase 2 tasks may include, but are not necessarily limited to:

- (iv) VFM reports updated periodically during the procurement process as well as a final VFM report at financial close
- (v) Final Project Report to be posted on the City's website at the completion of the procurement
- (vi) Procurement advice for the RFQ/RFP process and assistance with respect to preparation of the procurement documents, and evaluation of the responses
- (vii) Advice regarding the commercial terms in the Project Agreement, including
 - Risk allocation and analysis
 - the financing structure of the project.
- (viii) Providing benchmarks from other jurisdictions regarding the current Canadian P3 market
- (ix) Available as subject matter experts in the evaluation of bids
- (x) Phase 2 timeline to be determined based on the outcome of Phase 1 and the PPP Canada application

D4.2.3 Other – Work throughout both phases

- (xi) Assistance in determining project budgets
- (xii) Communications planning
- (xiii) Transfer of knowledge to City staff
- (xiv) Administrative assistance and other duties as required

D4.3 Should the services of an engineering consultant be required at any point in this Project, it shall be the responsibility of the Proponent to engage the engineering consultant at the Proponent's sole expense.

D4.4 Public-Private Partnerships are also defined in other jurisdictions as Private Finance Initiatives or Alternative Financing and Procurement.

D4.5 The duration of Phase 1 of the contract will be from the award of contract until December 31, 2013. The City may elect, at its sole option, to extend the Contract to include Phase 2.

D4.5.1 The type and quantity of Work to be performed under this Contract shall be as authorized by the Contract Administrator.

D4.6 Notwithstanding D4.5, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2013.

D4.7 Notwithstanding D4.5, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon sixty (60) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D4.7.1 The City shall pay the Contractor for the services rendered by the Contractor up to the effective date of the termination.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY, NON DISCLOSURE AND NO CONFLICT

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 The Contractor must not be working directly or indirectly for a bidder or contractor on one of the City of Winnipeg's P3 projects, while at the same time working in a consulting role for the City under this Contract.
- D5.5 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D7. INSURANCE

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (v) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Services. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D7.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D7.3 The policies required in D7.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a).
- D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D7.10.
- D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D7.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D7.8.
- D7.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D8.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the insurance specified in D7;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D8.3 The City intends to award this Contract by February 11, 2013.

D9. CRITICAL STAGES

D9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Phase 1: Preparation of the final Business Case Report and supporting documentation for submission to PPP Canada Inc. by March 22, 2013;
- (b) Phase 2: TBD, based on the outcome of Phase 1.

APPENDIX A – PROJECT OVERVIEW

Background

The Southwest Transitway is designed to provide fast, frequent service between downtown Winnipeg and the rapidly growing southwest part of the city, including the University of Manitoba (30,000 students/staff), and residential, commercial, and industrial areas. The service area population currently numbers 75,000 and is expected to grow by over 40% over the next 20 years. The major arterial street in the area, Pembina Highway, is already highly congested with traffic volumes of 60,000 vehicles each weekday. A high level of transit service is operated on Pembina Highway (peak period headways of 2 to 3 minutes; off-peak headways of 5 to 10 minutes), but is subject to significant delays caused by traffic congestion.

Stage 1 of the Southwest Transitway, between downtown and Pembina & Jubilee, was built during 2009 – 2011, and opened for service on April 8, 2012. From a downtown terminal adjacent to the University of Winnipeg (10,000 students/staff), thirteen transit routes operate through the downtown, then along the 3.6 km Stage 1 grade-separated transitway, by-passing major areas of traffic congestion and stopping at three rapid transit stations prior to rejoining the street system on Pembina Highway at Jubilee Avenue.

This project, Stage 2 of the Southwest Transitway, would extend the transitway southerly to the University of Manitoba through a planned Transit Oriented Development on former golf course lands. Stage 2 may also include two short transitway extensions: a southerly extension from Markham Road to Bison Drive to provide rapid transit access to the southern developments in the service area, and a westerly extension to Waverley Street & Sterling Lyon Parkway to provide rapid transit access to new residential and commercial developments in the western part of the service area.

Recommended Alignment

A multi-stakeholder assessment of alternative alignment options for Stage 2 was completed in November 2012, and a functional design study will be commissioned in 2013 to finalize project elements and to prepare more detailed capital cost estimates.

The alignment recommended by the alignment study is 1B, which extends westward from Pembina & Jubilee through the Parker Lands (along the north side of Parker Avenue) and then southeastward along a Manitoba Hydro transmission corridor until it meets up with the CN Letellier subdivision, then southward along the CN Letellier subdivision and into the University of Manitoba along one of several possible alignments. This may include, but is not limited to:

- an estimated 7 km to 10 km of transitway
- several grade separations for the transitway:
 - overpass of Pembina Highway
 - overpass of McGillivray Boulevard
 - overpass of Bishop Grandin Boulevard
 - underpasses of the CN Letellier subdivision just west of Pembina & Jubilee
 - overpass of the CN Letellier subdivision in the vicinity of the Sugar Beet Lands (northwest of Pembina & Plaza)
- 12 to 14 new rapid transit stations
- a new active transportation path (ATP) along the transitway with full integration of cycling facilities at the stations

The construction of Stage 2 will result in a completed Southwest Transitway encompassing 12 to 14 kms of bus-only transitway, 15 to 17 rapid transit stations, a comprehensive network of rapid transit routes that provide one-seat trips for most travel to/from/within the service area, and a continuous Active Transportation Path between the southwest part of the city and the downtown. There are significant opportunities to integrate Transit Oriented Development with the high quality rapid transit stations that form an integral part of the project.

This project involves the construction of new infrastructure that represents the extension of the existing Rapid Transit Corridor. Stage 1 of the Southwest Transitway is a Bus Rapid Transit facility that comprises three transit stations, a bridge, a tunnel, and a roadway dedicated to transit bus traffic. Stage 2 is an extension of this facility with the potential to convert to LRT at a later date.

Project Need

The southwest part of Winnipeg has a current population of 75,000 and is expected to grow by over 40% over the next 20 years. There are three major industrial areas and several commercial areas in the area that are experiencing even higher growth. The province's two largest universities (the University of Manitoba - 30,000 students/staff, and the University of Winnipeg - 10,000 students/staff) are within the service area and are expanding their campuses and educational offerings. There are major plans for Transit Oriented Development on currently vacant land and on land that is being converted from other uses.

All of this growth is placing tremendous strain on the existing transportation infrastructure. The major arterial street in the area, Pembina Highway, is already highly congested with traffic volumes of 60,000 vehicles each weekday. Although a high level of transit service operates on Pembina Highway, it is subject to significant delays and slow speeds caused by the traffic congestion. To accommodate the growth in development and population, there are only limited opportunities to expand the road infrastructure. It is essential that a rapid transit option, the Southwest Transitway, which is competitive with the automobile in terms of speed and superior to the automobile in terms of reliability, be completed.

The higher transit ridership generated by a completed Southwest Transitway will support the ongoing revitalization of the downtown. The rapid transit service operates into the heart of the downtown in very close proximity to major employment, shopping, medical, dental, cultural and entertainment centres. In addition to creating more pedestrian activity on downtown sidewalks, rapid transit's higher mode split will reduce traffic congestion on downtown streets, reduce the need for long-term parking, and will free up lands currently used for surface parking for higher-valued uses.

A completed Southwest Transitway with its high speed busway and dedicated Active Transportation facilities will provide more mobility options and improved access for all Winnipeggers and thereby reduce the overall carbon footprint for urban transportation within Winnipeg. As importantly, it will create the momentum to construct, over time, the full rapid transit network outlined in the City's Transportation Master Plan recently adopted by City Council in November 2011.

Completion of Stage 2 of the Southwest Transitway is consistent with the strategic direction set out in the Winnipeg Council approved Transportation Master Plan and will provide crucial transportation infrastructure needed to support the University of Manitoba and the new football stadium, currently under construction, within the University of Manitoba campus.