



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 570-2014

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE
EVALUATION OF STRATEGIC ALTERNATIVES FOR THE PUBLIC SAFETY BUILDING,
CIVIC CENTRE CAR PARK AND ASSOCIATED LAND – 151 & 171 PRINCESS STREET**

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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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE EVALUATION OF STRATEGIC ALTERNATIVES FOR THE PUBLIC SAFETY BUILDING, CIVIC CENTRE CAR PARK AND ASSOCIATED LAND – 151 & 171 PRINCESS STREET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 21, 2014.

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. SITE INVESTIGATION

B3.1 The Project Manager or an authorized representative will be available for a Site Investigation tour of the outside premises on:

(a) July 7, 2014 at 1 p.m.

B3.1.1 The meeting location is at 151 Princess Street, first floor media room.

B3.1.2 Proponents are requested to register for the Site Investigation by contacting the Project Manager identified in D2.

B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Project Manager identified in D2.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

- B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

- B5.1 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.
- B5.2 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.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.2.1 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>
- B6.2.2 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.
- B6.3 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.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B8;
 - (b) Fees (Section B) in accordance with B9;
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1, 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.

- B7.4 Further to B7.2, 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.
- B7.5 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 B7.1 and B7.2.
- B7.6 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.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 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.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the 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.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "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.

B9. FEES (SECTION B)

B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.3 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.

B9.4 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.

B9.4.1 Disbursements shall be identified separately in the Fee Proposal with each disbursement identified that is required to complete the Work.

B9.5 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.

B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include:

- (a) 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.
- (b) details demonstrating the history and experience of the Proponent and Subconsultants in providing feasibility analysis study services in the evaluation of strategic alternatives and validation of costs on three (3) projects of similar complexity, scope and value relating to Scope of Serviced identified for this Project in D4:
 - (i) for each project listed in B10.1(b), the Proponent should submit a description of the project, the role of the Consultant and Subconsultant, feasibility analysis study schedule, feasibility analysis study cost, project owner, and at the request of the Project Manager reference information (one current name, telephone number and email address per project).
 - (ii) where applicable, information should be separated into Proponent and Subconsultant project listings.

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

B11.1 Proposals should include:

- (a) names of Key Personnel (including Subconsultant) assigned to the Project, who shall not be substituted without written permission from the Project Manager.
 - (i) In an organizational chart, identify each of the Key Personnel and role/job function in the Project. Identify the lead person for each discipline or work activity and identify the reporting relationship among Key Personnel.
 - (ii) For each Key Personnel identified, provide time estimates by work activity and in total and the percent of time to be dedicated to this Project with respect to their workload on other projects in accordance with the Scope of Services identified in D4.
- (b) the experience and qualification of the Key Personnel assigned to the Project including: job title, educational background and degrees, professional affiliation, years of experience on projects administered for the City of Winnipeg and in what capacity/role, years of experience in current position, years of experience in facility/infrastructure planning, development and design, and/or years of experience in comparative financial analyses.
 - (i) For each Key Personnel identified, include a list of at least three (3) projects comparable in complexity, scope and value in which the person listed did comparable work and played a comparable role. Provide a description of the project, the role of the person, the project owner, and at the request of the Project Manager reference information (one current name, telephone number, email address per project).

B11.2 Describe the approach to overall team formation and coordination of team members and demonstrate that the proposed team structure will be able to provide the level of service described in the Request for Proposal.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 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.

B12.2 Proposals should address:

- (a) the team's Project methodology with respect to the information provided within this RFP
 - (i) the methodology should be presented in accordance with the Scope of Services identified in D4;
- (b) the collaborative process/method to be used by the Key Personnel of the team in the various sections of the Project;
- (c) the team's understanding of the broad functional and technical requirements;
- (d) the team's understanding of the urban design issues;
- (e) the team's understanding of comparative financial cost/benefit analysis process;
- (f) the team's understanding of the feasibility/economic analysis process;
- (g) the team's understanding of real property law and governance;
- (h) the team's understanding of risk and opportunity associated with the identified redevelopment alternatives;
- (i) the team's understanding of the schedule;
- (j) the team's understanding of the constraints that will affect design implementation;
- (k) all activities and services to be provided by the City;
- (l) the deliverables of the project;
- (m) any assumptions made with respect to the deliverables and the Scope of Services; and

- (n) any other issue that conveys your team's understanding of the Project requirements.

B13. PROJECT SCHEDULE (SECTION F)

- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (Key Personnel), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times should be allowed for completion of these processes.
- B13.3 The Proponent's schedule shall demonstrate the following:
- (a) Completion of the Study and Report in approximately six (6) months from the date of award.

B14. QUALIFICATION

- B14.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
 - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B14.2 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>
- B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for analysis, assessment, planning, programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
 - (f) upon request of the Project Manager the Security Clearances as identified in PART E - .

B14.4 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.

B14.5 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.

B15. ELIGIBILITY

B15.1 Various organizations provided investigative services with respect to this Project. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure and related information. The organizations are:

- (a) Architecture49 (Note: provided services while operating as Smith Carter Architects and Engineers Incorporated), Winnipeg, MB
- (b) Dixon Design, Winnipeg, MB

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder 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/>.

B16.3 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.

B16.4 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.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services 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.

B18. WITHDRAWAL OF OFFERS

B18.1 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.

B18.1.1 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.

B18.1.2 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.

B18.1.3 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 B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 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.

B19. INTERVIEWS

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2 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.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 5%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 25%
- (g) Project Schedule. (Section F) 5%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 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.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 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.
- B22.5.1 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.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 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:

Tracy Stople, C.E.T., PMP

Email: tstople@winnipeg.ca

Telephone No. 204 986-2221

Facsimile No. 204 986-7311

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B7.10

D3. BACKGROUND

D3.1 The civic history of the land on which the Public Safety Building and Civic Centre Parkade are built as part of the Civic Campus dates back to the incorporation of the City of Winnipeg in 1875. This land was originally part of a 100 acre (40 hectare) river lot granted to Alexander Ross, a Scottish-born fur trader and an early settler of the Red River Colony. On June 7, 1875, the third generation of the Ross family signed over a portion of the remaining land to the municipality with a stipulation that the land be kept and utilized for civic purposes.

The City of Winnipeg established a plan in 1961 to construct a new 'Civic Centre' campus at its present location, ultimately to address the deteriorating second generation City Hall building which had entered civic commission in 1886 and was subsequently demolished in 1962. As construction of the new City Hall Administration and Council Buildings progressed, designs were drafted for another complex immediately to the west between Princess and King Streets, to house the new Civic Centre Parkade and adjoining Public Safety Building.

The Civic Centre Parkade located at 171 Princess Street opened in November, 1965 and has provided parking for City of Winnipeg staff, Winnipeg Police Service operations, and also the public at large visiting City Hall, Red River College's Princess Street Campus, the Exchange District and surrounding area. Despite an ongoing program of inspection, repairs and shoring implemented in the 1990s and through the latter period of its service life, structural deterioration has advanced. In August, 2012 on the advice of Engineers monitoring the building, the Civic Administration closed the facility as a precautionary measure to safeguard the public. Regular inspections and a course of repairs and shoring have been maintained since closure to stabilize the building.

The Public Safety Building at 151 Princess Street was opened in May, 1966 as the Winnipeg Police Service's new operational Headquarters, having relocated from the former Rupert Station. Noted for its contemporary 'Modernist' architectural design, the building is clad with composite limestone/concrete façade panels that have experienced deterioration due to decades of exposure to freeze-thaw environmental conditions. In 2006 a protective hoarding was constructed around the building at grade level to intercept small debris associated with the facade deterioration. Concurrently, an annual cladding stabilization program has been

undertaken wherein the façade panels are inspected and fitted as necessary with anchors to provide redundant securing.

The Winnipeg Police Service will relocate to a new Headquarters facility at 266 Graham Avenue, beginning in summer of 2014. It is expected that the Public Safety Building will be fully vacated by the first quarter of 2015.

Looking to the future of the site, the City has undertaken a preliminary review and analysis of alternatives for future development and/or disposition of the Public Safety Building, Civic Centre Parkade and associated land. A comprehensive assessment is required to validate each of the alternatives and thus provide the City with accurate information to support the evaluation and decision processes.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Professional Consulting Services for the evaluation of strategic alternatives for the Public Safety Building, Civic Centre Parkade, and Associated Land, 151 and 171 Princess Street, in accordance with the following:

- (a) Investigate, analyze and validate the 'Facilities Master Planning Option Matrix: Public Safety Building and Civic Centre Parkade' document and supporting information;
- (b) Identify, analyze, validate and incorporate any potential Option inputs, influences or other decision-impacting factors not identified or contemplated in the 'Facilities Master Planning Option Matrix: Public Safety Building and Civic Centre Parkade' document;
- (c) Investigate, analyze and validate asset development/redevelopment parameters, technical scope or design requirements forming input to an Option(s);
- (d) Investigate, analyze and validate existing site conditions with respect to structures and supporting infrastructure including but not limited to services, utilities, communication network systems, as forming input to an Option(s);
- (e) Investigate, analyze and validate pertinent matters concerning ownership, law and/or governance of the real property which comprises the Study subject site;
- (f) Delineation and documentation of environmental remediation requirements;
- (g) Parking requirements analysis to assess parking deficiency/surplus implications;
- (h) Investigate, analyze and validate regulatory requirements forming input to an Option(s);
- (i) Financial cost/benefit analysis;
- (j) Confirmation of cost estimates (Class 4 Estimate of reporting/accuracy) and scheduling requirements;
- (k) Strategic review of downtown facility portfolio;
- (l) Consultation with Civic departments proposed for relocation to investigate, analyze and validate relocation metrics, and confirm feasibility;
- (m) Consultation with other Civic stakeholders or parties potentially supplying information to the Study, in coordination with the Project Manager;
- (n) Quantification of Civic department consolidated operational efficiencies;
- (o) Procurement strategy analysis for project delivery methodology, as applicable;
- (p) Assessment of determinable risk factors, associated mitigation strategies and projected implications; and
- (q) Report Preparation.

D4.2 The following information is available upon request from the Project Manager identified in D2. The proponent may be required to enter into a confidentiality and sharing agreement with the City of Winnipeg prior to release of the information:

Article 1: Facilities Master Planning Option Matrix: Public Safety Building & Civic Centre Parkade, City of Winnipeg, January 2014

- Article 2: City of Winnipeg Facility Master Plan; Smith Carter Architects and Engineers Incorporated, October 2010
- Article 3: Phase I Environmental Site Assessment – Public Safety Building and Civic Centre Parkade – 151 & 171 Princess Street – Winnipeg, Manitoba; AMEC Environment & Infrastructure, August 2013
- Article 4: Phase II Environmental Site Assessment – Public Safety Building and Civic Centre Parkade – 151 & 171 Princess Street – Winnipeg, Manitoba; AMEC Environment & Infrastructure, June 2014
- Article 5: Mechanical and Electrical System Audit – Civic Centre Car Park, Public Safety Building and City Hall – 151 & 171 Princess Street – Winnipeg, MB, SMS Engineering Ltd., 2014
- Article 6: Asset Funding Needs Report for 151 Princess Street – City of Winnipeg VFA Report, 2007
- Article 7: Asset Funding Needs Report for 171 Princess Street – City of Winnipeg VFA Report, 2006
- Article 8: Plan of Survey of Part of River Lots 8 and 9 – Parish of St. John, Barnes & Duncan Surveying Geomatics & Engineering, February 2014
- Article 9: Asbestos Inventory Control for Public Safety Building – 151 Princess Street – City of Winnipeg, April 2013
- Article 10: Asbestos Inventory Control for Civic Centre Car Park – 171 Princess Street – City of Winnipeg, November 2012

D4.3 Additional information may be made available by the City of Winnipeg, for use by the Consultant, upon award of Contract.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) “Class 4 Estimate” means an estimate with an expected accuracy within -30% to +60%.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.

D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D6.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;

- (a) information provided to the Consultant by the City or acquired by the Consultant 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.

D6.4 A Consultant who violates any provision of D6 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D8. INSURANCE

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D8.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D8.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a).
- D8.5 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 D8.10.
- D8.6 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.

- D8.7 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.
- D8.8 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.
- D8.9 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 D8.8.
- D8.10 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

D9. COMMENCEMENT

- D9.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D9.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by September 22, 2014.

D10. CRITICAL STAGES

- D10.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission: Interim Project Status Report prepared at 33% progress milestone and submitted two (2) months from date of award of Contract;
 - (b) Submission: Interim Project Status Report prepared at 66% progress milestone and submitted four (4) months from date of award of Contract;
 - (c) Submission: Study Report, Draft Version, prepared at 99% progress milestone and submitted six (6) months from date of award of Contract;
 - (d) Submission: Study Report, Final Version, completed at 100% progress milestone and submitted approximately six (6) months from date of award of Contract and receipt of City of Winnipeg comments on Draft Version.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 The City will conduct a Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- E1.2 The Proponent shall provide the Project Manager with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days upon request of the Project Manager; or
 - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- E1.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:
- (a) A list of names (including maiden names), addresses, dates of birth, and telephone numbers and occupations of all immediate family members (including parents) and their spouses/common law. Include your spouse/common law boyfriends, girlfriends and their family members. This includes stepbrothers, stepsisters, half-brothers and half-sisters. This list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
 - (b) A list of names, dates of birth, addresses and telephone numbers and occupations of at least four (4) of your closest friends. This list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
 - (c) The name of the immediate supervisor title or position within their organization, and telephone number, mailing address and email address.
 - (d) A list of all past addresses.
 - (e) Photocopies to two valid pieces of identification:
 - (i) valid photo driver's license,
 - (ii) valid passport or,
 - (iii) birth certificate.
 - (f) A completed Form P-608: Security Clearance Check authorization form. Form P-608 must be signed and dated.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.
- E1.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
- (a) within five (5) Business Days upon request of the Project Manager; or
 - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.
- E1.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- E1.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.

(a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.

E1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.

E1.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
Winnipeg Police Service
Division 30 Services
Attn: Service Security Officer
151 Princess Street
Winnipeg, Manitoba
R3B 1L1