



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 602-2015**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR A  
GRANT PARK CAMPUS PLAN AND FEASIBILITY STUDY**

**Proposals shall be submitted to:**

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

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

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

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Proposal Submission	2
B8. Proposal (Section A)	3
B9. Fees (Section B)	4
B10. Experience of Proponent and Subconsultants (Section C)	4
B11. Experience of Key Personnel Assigned to the Project (Section D)	4
B12. Project Understanding and Methodology (Section E)	5
B13. Project Schedule (Section F)	5
B14. Disclosure	6
B15. Qualification	6
B16. Opening of Proposals and Release of Information	7
B17. Irrevocable Offer	7
B18. Withdrawal of Offers	7
B19. Interviews	7
B20. Negotiations	8
B21. Evaluation of Proposals	8
B22. Award of Contract	9

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	4
D5. Definitions	5
D6. Ownership of Information, Confidentiality and Non Disclosure	5

#### Submissions Prior to Start of Services

D7. Authority to Carry on Business	5
D8. Insurance	6

#### Schedule of Services

D9. Commencement	7
D10. Critical Stages	7

### PART E - SECURITY CLEARANCE

E1. Security Clearance	1
------------------------	---

#### Appendix A

#### Appendix B

#### Appendix C

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR A GRANT PARK CAMPUS PLAN AND FEASIBILITY STUDY

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon, Winnipeg time, January 15, 2016.

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 Proponent may view the Site without making an appointment

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

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's Project Manager 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 Proponent 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 Proponent 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; and
- (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 B10.3;
- (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 and 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 and 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 contain a table of contents, page numbering and should be 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 Time Based Fee schedule calculated on a time basis 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 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.

B9.5 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) details demonstrating the history and experience of the Proponent and all Subconsultants in providing programming; design, public engagement and contract administration services on up to three projects of similar complexity, scope and value.
- (b) Anticipated Subconsultants required for this project include: Landscape Architect (s); Architect (s); Mechanical; Electrical; Structural; Acoustical; Civil Engineer (s); public engagement expert(s), and potentially Economic/ Business/ Management Consultant, and LEED and Green Globes certification/qualifications.

B10.2 For each project listed in B10.1(a), the Proponent should outline:

- (a) detailed description of the project;
- (b) role of the consultant;
- (c) project owner;
- (d) reference information (two current names with telephone numbers per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work in dollars annually, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

B11.1 Describe your approach to overall team formation and coordination of team members.

- B11.1.1** Include an organizational chart for the Project
- B11.2** Submit the experience and qualifications of the Key Personnel for Proponent and all Subconsultants assigned to the Project for projects of similar complexity, scope and value, 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 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 B11.1.1.
- (a) For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for the Key Personnel is included in B10, provide only the project name and the role of the key person. For other projects provide the following detailed description of project;
- The experience of the Public Engagement Key Personnel shall also include: confirmation of IAP2 membership, and completion of IAP2 or related public engagement courses, specifying the year of completion of the IAP2 Foundations/Certificate courses.
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

**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** Methodology should be presented in accordance with the Scope of Services identified in D4.
- B12.3** Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4** Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements of the project;
- (b) the team's understanding of the urban design issues that will impact the project;
- (c) the proposed public engagement plan, which outlines the team's understanding of public engagement process and practices, including how it integrates into the planning and decision-making process;
- (d) the City's Project methodology with respect to the information provided within this RFP; and
- (e) any other issue that conveys your team's understanding of the Project requirements.
- B12.5** For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

**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 design phase of the Project. Realistic times should be allowed for completion of these processes.

## **B14. DISCLOSURE**

B14.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.1 The Persons are:

- (a) N/A

## **B15. QUALIFICATION**

B15.1 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.

B15.2 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>

B15.3 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 the programming; design, management of 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);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the 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.
- (f) upon request of the Project Manager the Security Clearances as identified in PART E - ; and
- (g) have or establish and staff an office in Winnipeg for the duration of the Project

B15.4 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.

B15.5 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.

## **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 Proponents and the Contract amount of the successful Proponent 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 B15:                                 | (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)  | 20%         |
| (g) Project Schedule. (Section F)  | 10%         |
- 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 Further to Paragraph 6 of Form A: Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of a 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](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:

Paul Skutnik

City of Winnipeg

Community Development and Recreation Services Division

Community Services Department

Email: [pskutnik@winnipeg.ca](mailto:pskutnik@winnipeg.ca)

Telephone No. 204 451-3749

Facsimile No. 204 986-4274

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 On March 11, 2014 the City Centre Community Committee recommended that the Standing Policy Committee on Protection and Community Services be requested to direct the Winnipeg Public Service to report back in 60 days to the City Centre Community Committee with an outline of a Grant Park Recreational Area Plan, including stakeholders and cost.  
<http://clkapps.winnipeg.ca/dmis/ViewPdf.asp?SectionId=361587>

*"... WHEREAS the area from Grant Avenue to Taylor Avenue and Nathaniel Street to Poseidon Bay (Grant Park Recreation Area) consist of multiple stakeholders including Grant Park High School, The Pan-Am pool, Charles A. Barbour Arena, South End United Soccer Club and others providing recreation services to the community;*

*AND WHEREAS many stakeholders have indicated intentions to grow programming in the area including possibility a community run twin arena, a High School theatre, a public library, a field house and improvements to outdoor spaces;*

*AND WHEREAS many of the issues such as traffic, parking and land use will require a coordinated approach to ensure that the area can act as a recreational hub; AND WHEREAS this is a great opportunity to work with all stakeholders to foster partnerships, resolve issues and maximize the benefit for all....."*

D3.2 On April 14, 2014 the Standing Policy Committee on Protection and Community Services concurred in the recommendation of the City Centre Community Committee, as amended, and directed that the Winnipeg Public Service report back, in up to 120 days, to the City Centre Community Committee with an outline of a Grant Park Recreational Area Plan, including stakeholders and cost.  
<http://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=13506&SectionId=382825&InitUrl=/DMIS/Documents/pcs/2014/m13506>

- D3.3 On April 13, 2015 The Standing Policy Committee on Protection and Community Services concurred in the recommendation of the City Centre Community Committee, as amended, and requested that the Winnipeg Public Service report back to its meeting on September 14, 2015 and the September 15, 2015 meeting of the City Centre Community Committee (representative of the administration be present at the Community Committee meeting), with a Grant Park Campus Plan feasibility study.  
<http://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=14264&SectionId=397751&InitUrl=/DMIS/Documents/pcs/2015/m14264>
- D3.4 A Community Campus is defined as an integrated, multi-use facility that enables intergenerational and multigenerational programming in a Community Characterization Area that includes a library and other associated recreation opportunities.
- D3.5 The City-owned portion of the Grant Park Recreation Site Campus is comprised of approximately 54 acres of City of Winnipeg land, zoned 'PR3- Regional Parks and Recreation Site', **Appendix A** and **Appendix B** depicts the Site:
- D3.6 As defined in the Winnipeg Zoning By Law, The Parks and Recreation 3 (PR3) district is intended for sites that include major recreation facilities and parks that are a regional destination. These sites may include major recreation facilities, aquatic leisure centres, libraries, regional parks, sport multiplexes and athletic field developments. Parking facilities ranging from 100 to 300+ stalls may be associated with these uses. These facilities are typically found along major arterials.
- D3.7 The Grant Park Site includes the following amenities and facilities:
- (a) Pan-Am Pool and related parking.
  - (b) Pan-Am Clinic, Diamond Athletic Medical Supplies and related parking leased on City of Winnipeg land;
  - (c) Charlie Barbour Indoor Arena and related parking.
  - (d) Active green space containing 12 soccer pitches of varying sizes (approx. 18 acres) managed by Winnipeg South End United Soccer Club.
  - (e) City of Winnipeg Recycling Centre;
  - (f) Passive green space along Grant Avenue.
  - (g) Community Gardens (Run by the City of Winnipeg along with Landless Farmers as the sole renter.
- D3.7.1 The site is directly adjacent to Grant Park High School, which in addition to the school building; includes a 400m track and two full size soccer pitches (Approx. 19.3 acres).
- D3.8 The intent of this Request for Proposal is to initiate the development of a Grant Park Campus Plan and Feasibility Study. **The goal of this project is to develop a comprehensive framework plan that will shape investment in a Grant Park Community Campus to address current and future recreation and library needs, infrastructure renewal, and asset management requirements, and provide sustainable strategies for capital and operating funding.**
- D3.9 The Grant Park Campus Plan and Feasibility Study will be structured with parallel objectives; including but not limited to the following:
- (a) Capture the opportunities and issues associated with the development of the Grant Park Campus Site, including the proposed development of a new community library to replace the existing River Heights Library as outlined in the Council approved Library Redevelopment Strategy and the potential twinning of Charlie Barbour Arena;
  - (b) Gauge the perspective of the various stakeholder groups on the demand for specific library/recreational uses and infrastructure within this type of project;

- (c) Develop a range of possible options for proceeding forward with the initiative by delineating the types of library/recreation/arena facilities, services, programming and governance necessary to bring them to life;
  - (d) Assess the interest and capacity to support the realization of this initiative by the various key stakeholder groups.
  - (e) Define requirements of a process for taking the next steps in the planning/phasing for its realization.
- D3.10 The assessment process must include public engagement with stakeholders; including residents, resident organizations within the ward, and organizations providing recreation and library services on the site.
- D3.11 It is envisioned that this plan will form the framework for a phased implementation strategy that will guide Campus site development for the City of Winnipeg over the coming years. The Scope of Work for this assignment does not include the implementation of the plan.
- D3.12 Stakeholders for this Project include (but are not limited to):
- (a) Winnipeg School Division & Grant Park High School;
  - (b) Winnipeg Regional Health Authority & Pan Am Clinic;
  - (c) Active Transportation associations, including cycling and trails associations;
  - (d) Winnipeg South End United Soccer Club;
  - (e) General Council of Winnipeg Community Centres and Central Corydon Community Centre;
  - (f) Community Garden representatives;
  - (g) Community Youth Organized Ice Users including but not limited to; Assiniboine Park Minor Hockey, Fort Garry North Minor Hockey. South Winnipeg Minor Hockey, Assiniboine Park Minor Hockey;
  - (h) Winnipeg Public Library Board;
  - (i) City Centre/Fort Rouge Library Advisory Committee;
  - (j) Residents.
- D3.13 City of Winnipeg Stakeholders (but are not limited to):
- (a) City Centre Community Committee;
  - (b) Public Works Department – Parks and Open Space Division;
  - (c) Public Works Department – Engineering Division;
  - (d) Public Works Department – Transportation Division;
  - (e) Planning Property and Development Department– Urban Design Division;
  - (f) Planning Property and Development Department– Urban Planning Division;
  - (g) Planning Property and Development Department– Municipal Accommodations Division;
  - (h) Planning Property and Development Department– Real Estate Division;
  - (i) Water and Waste Department – Solid Waste Services;
  - (j) Water and Waste Department – Engineering Division;
  - (k) Transit Department;
  - (l) Community Services Department –Community Development & Recreation Services Division;
  - (m) Community Services Department – Aquatics Division;
  - (n) Community Services Department – Library Services Division.

#### **D4. SCOPE OF SERVICES**

D4.1 The Services required under this Contract shall consist of the development of a long term Grant Park Campus Plan and Feasibility Study.

- (a) Public engagement is an integral part of the project, which will allow better decisions to be made, incorporating the interests and concerns of affected stakeholders, while meeting the needs of the City. This will provide greater transparency in the decision-making process and provide for a more sustainable solution.

D4.2 The major components of the Services shall include, but not be limited to the following:

- (a) Meeting with the Project Steering Committee, to be developed in conjunction with Project Manager after award, to introduce key City of Winnipeg personnel and review public engagement approaches and project schedule as described in the Proposal;
- (b) Inventory, review, and analysis of existing park, facilities, amenities and patterns, including:
  - (i) Arrange on-site meeting(s) (Including existing River Heights Library site) with key External and Internal Stakeholders to discuss park and facility operations, park and facility use, maintenance issues, wants and needs.
  - (ii) Review previous reports, proposals, and studies related to Grant Park Recreation Site, including the addition of new community Library, the Recreation Leisure and Library Facilities Policy, the A.C.T.I.V.E. Policy Framework, the City of Winnipeg Asset Management Standard, the Library Re-development Strategy, and the City of Winnipeg Arena Strategy.
- (c) The development of a comprehensive public engagement plan, which will follow best practices and core values as set out by IAP2 (see <http://iap2canada.ca/>), to ensure meaningful stakeholder input. The Public Engagement lead will work with the project team to iteratively review and adjust the PE process as may be necessary over the course of the project. The project team will sign off on all PE plans and activities. The public engagement plan will include:
  - (i) delivery timelines, which also includes the public's role in the decision-making process, as well as the decision points in the project's timelines;
  - (i) It is expected that PE materials used for the project will need to be submitted for review and approval before providing to the public:
    - ◆ All relevant PE materials will need to be posted online 2 weeks prior to an in-person event;
    - ◆ The anticipated review period for PE materials will be 4 weeks;
  - (ii) identifying, engaging, and establishing relationships with key stakeholders, users, elected officials, and the community at large;
  - (iii) suggested tactics, which will allow for feedback to be provided at in-person events, and should include at least two (2) public/stakeholder workshops and one (1) open house;
  - (iv) creating and updating a project webpage, on the City's website or on an alternate hosted location, that will provide ongoing project updates, receive feedback online in an open and transparent manner, document public engagement materials; and
  - (v) writing a public engagement report that will be posted online so that stakeholders can see how their input has been considered and used. Reports should include: cataloguing public input and project response to it; a detailed record of all promotions and communications, attendance numbers and dates of events; and a summary of findings and results, as well as detailed analysis of any feedback provided.
- (d) Preparation of a detailed economic analysis and alternate funding and governance strategies (land lease, sponsorship, business opportunities, private-public partnerships, etc.) to provide capital and operating costs associated with the implementation of the Grant Park Campus Plan and Feasibility Study. The economic detail should also provide a

breakdown of the capital and operating costs specifically associated with the Library and Arena.

- (e) The development of a long term Grant Park Campus Plan and Feasibility Study, summarizing the above including:
  - (i) Redevelopment/re-investment opportunities at the Grant Park Site including proposed phasing;
  - (ii) Research on Library/Recreation/Arena delivery campus models in a number of other Canadian jurisdictions;
  - (iii) A transportation impact study, which scope of work is to be approved by the Public Works Department, be prepared for the proposed re-developed Grant Park Site. Said study is to be conducted by a professional engineer qualified in traffic operations, and will include the assessment of vehicular traffic, including trucking, transit, and cycling as well as pedestrian traffic, their routes and their infrastructure needs.
  - (iv) Concept plans;
  - (v) Class “C” / “3” estimate for the Library. A Class C or Class 3 estimate is defined as preliminary design for budget authorization with 30% design completion and -20% to +30% accuracy of cost estimate. + - %. The Library concept is required to meet the Library Services ‘Program of Requirements’ – refer to **Appendix C**
- (f) The provision of a value of the existing assets/site amenities based on current condition as well as a replacement value;
- (g) The provision of a Business Case analysis for the Grant Park Campus Plan and Feasibility Study in alignment with the City of Winnipeg Asset Management Standard.

## **D5. DEFINITIONS**

D5.1 When used in this Request for Proposal:

- (a) “Plan” means Grant Park Campus Plan and Feasibility Study.

## **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) and D8.2(c).
- 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 D8.8.
- 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 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 March 16, 2016.

### **D10. CRITICAL STAGES**

D10.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

(a) Project completion – Grant Park Campus Plan and Feasibility Study – November 1, 2016.

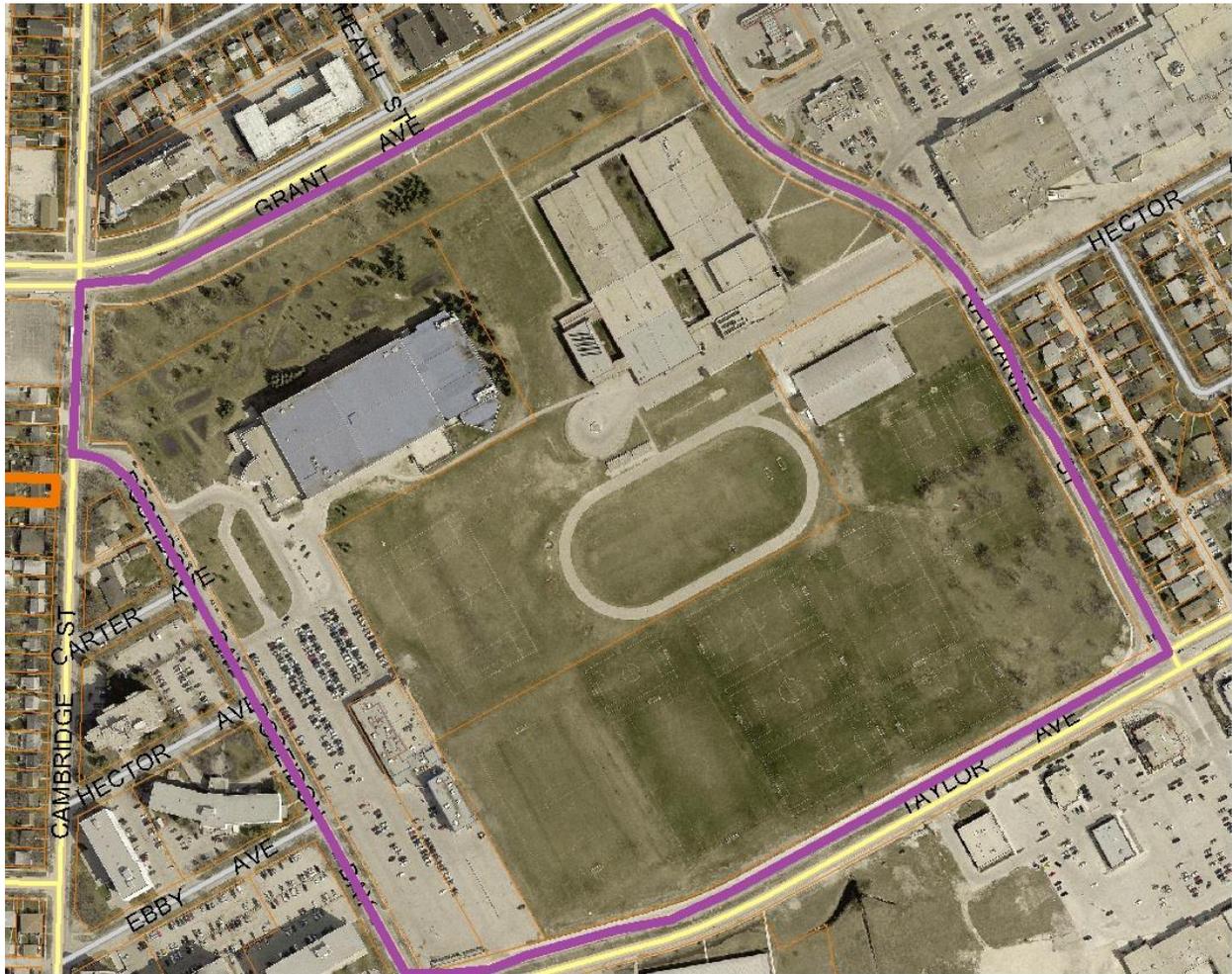
## PART E - SECURITY CLEARANCE

### E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence.
- E1.2 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
[http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm)
- E1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below [http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm) .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- E1.3 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Project Manager.
- E1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- E1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- E1.6 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- 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 an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.
- E1.8 Each individual proposed to perform the following portions of the Work:
- (a) **Grant Park Recreation Site.**  
shall be required to obtain a Child Abuse Registry check from the Manitoba Child Abuse Registry.
- E1.9 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager with a satisfactory *Child Abuse Registry Self-Check – Information and Results* obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- E1.10 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Work specified in E1.1.
- E1.11 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.

E1.12 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Work specified in E1.1.

**APPENDIX A**



### APPENDIX B

