



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 292-2023

**PROFESSIONAL CONSULTING SERVICES FOR FACILITY REDEVELOPMENT OF
THE CITY ARCHIVES BUILDING – 380 WILLIAM AVENUE**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR FACILITY REDEVELOPMENT OF THE CITY ARCHIVES BUILDING – 380 WILLIAM AVENUE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 26, 2023.

B2.2 The Consulting Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 The Consulting Contract Administrator or an authorized representative will conduct a site investigation tour of the City Archives Building 380 William Avenue on: June 7th and 8th, 10:30am.

(a) The Site Investigation meeting location is at 380 William Avenue front entrance lobby.

B3.2 Proponents are requested to register for the site investigation by contacting the Consulting Contract Administrator identified in D2.

B3.3 Attendance at the Site Investigations is mandatory. Proponents need to attend one site investigation.

B3.4 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 Consulting Contract Administrator in writing.

B3.5 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.

- B4.6 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 Consulting Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 Consulting Contract Administrator. 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 Consulting Contract Administrator.

B6. ADDENDA

- B6.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/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.
- B7.5 Proposal format, including 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 proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 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: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;

- (d) if the Proponent is carrying on business under a name other than their 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: Bid/Proposal should be entered 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.

B9.5 Notwithstanding C11.1, 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).

B9.6.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D17. Any such costs shall be determined in accordance with D17.

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on three projects of similar complexity, scope and value.

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

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) identify cost estimates compiled by the Proponent;
- (f) project owner;
- (g) reference information (two current names with telephone numbers and email addresses 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, 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 Identify the following Key Personnel assigned to the Project:

- (a) Principal-in-Charge;
- (b) Design Lead;
- (c) Engineers of the key disciplines;
- (d) Cost Estimator (Quantity Surveyor);
- (e) Certified engineering technicians, site technicians, field staff;
- (f) Public Engagement lead staff; and
- (g) Other required support clerical staff.

B11.3 Submit the experience and qualifications of the Key Personnel 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.

B11.4 The Proponent should provide its proposed Proponent and all Proponent Team organizational structure as follows:

- (a) provide an organizational chart of the Proponent and all Proponent Team Members that identifies the name(s) of the Proponent and the Proponent Team Members; role and proposed reporting relationships pertaining to the following:
 - (i) the Proponent reporting to the City of Winnipeg, and direct reports to the Proponent; and
 - (ii) Project Management Team Lead and any related Proponent Team Members, and direct reports to the Project Management Team Lead, including Subject Matter Experts (SME), such as but not limited to, Schedule, Cost, Quality, Resource, Communications, Risk, Procurement, and Stakeholders.
- (b) include in the organizational chart the names of the Key Individuals in each Proponent Team, performing the various functions, personnel reporting relationships and per cent of their time to be dedicated to the Project in accordance with the Scope of Services identified in D6.
- (c) Key Individuals assigned should have:
 - (i) similar role as in this Project with similar complexity, scope and value; and
 - (ii) carried out the work within the last ten (10) years.
- (d) other critical support staff that may be required under the Project should be identified.

B11.5 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers and email addresses per project).

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;
 - (b) the team's understanding of the urban design issues;
 - (c) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
 - (d) the proposed Project budget;
 - (e) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (f) any other issue that conveys your team's understanding of the Project requirements.
- B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B12.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- B12.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.5.
- B12.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B12.8 For each person identified in B11.2, list the percent of the person's 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 designers), 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 and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B14. DISCLOSURE

B14.1 Various Persons provided information or services with respect to this RFP. 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.

B14.2 The Persons are:

- (a) Ager Little Architects, PICO Architecture Inc. – Previous project design proponent and prime consultant; completed design drawings for Class 2 estimate.
- (b) Crosier Kilgour Partners Ltd. – Previous project design subconsultant to Ager Little Architects, PICO Architecture Inc.
- (c) Epp Siepman Engineering – Previous project design subconsultant to Ager Little Architects, PICO Architecture Inc.
- (d) Nova 3 Engineering – Previous project design subconsultant to Ager Little Architects, PICO Architecture Inc.
- (e) Cibinel Architects Ltd. – Previous project assessment study proponent and prime consultant. Completed a Facility Renewal and Redevelopment Strategy report in 2010.
- (f) DF Heritage Conservation Services – Previous project assessment study subconsultant to Cibinel Architects Ltd.
- (g) RJ Bartlett Engineering Ltd. – Previous project assessment study subconsultant to Cibinel Architects Ltd.

B15. CONFLICT OF INTEREST AND GOOD FAITH

B15.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B15.3 In connection with their Proposal, each entity identified in B15.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;

- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Consulting Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B15.4 Without limiting B15.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B15.5 Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B16. QUALIFICATION

B16.1 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.

B16.2 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B16.3 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 construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project;
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (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 construction works associated with this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba;
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D6); and
- (g) upon request of the Consulting Contract Administrator, provide the Security Clearances as identified in PART E - Security Clearance.

B16.4 Further to B16.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B16.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.

B16.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18.2 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 for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19. WITHDRAWAL OF OFFERS

B19.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B20. INTERVIEWS

B20.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

B21.1 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.

B21.2 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.

B21.3 If, in the course of negotiations pursuant to B21.2, 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.

B22. EVALUATION OF PROPOSALS

B22.1 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 B16: (pass/fail)
- (c) Fees; (Section B) 10%
- (d) Experience of Proponent and Subconsultant; (Section C) 25%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology; (Section E) 35%
- (g) Project Schedule. (Section F) 5%

B22.2 Further to B22.1(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.

B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.

B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

- B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.6 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.3.
- B22.7 Further to B22.1(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, in accordance with B10.
- B22.8 Further to B22.1(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, in accordance with B11.
- B22.9 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B22.10 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.11 Notwithstanding B22.1(d) to B22.1(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.
- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 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 qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, 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 their 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.
- B23.3 The Services of this Contract is contingent upon Council approval of sufficient funding in the 2023 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award a Contract.
- B23.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.5 The City may, at their discretion, award the Contract in phases.

- B23.6 Further to B23.5 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.7 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B23.7.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B23.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D17 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B23.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent 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 2022-09-02) 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. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Dennis Flores

Telephone No. 204 986-7046

Email Address: DFlores@winnipeg.ca

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

D3. BACKGROUND

D3.1 The City of Winnipeg Archives collection is widely recognized as one of the most complete collections of municipal records in Canada.

D3.1.1 From 1977 to 2013, the Winnipeg Archives was housed in the Carnegie Library at 380 William Avenue, a heritage building in downtown Winnipeg. As years passed, archival programming needs and requirements changed, and so in December 2010 a Facility Renewal and Redevelopment Study was undertaken by Cibinel Architects Ltd. The comprehensive report produced detailed facility renewal and renovation plans, drawings, outline specifications and cost estimate.

D3.1.2 In 2013 a major roof replacement project, which was established as an initial phase of a larger facility redevelopment, was underway when a rainstorm caused significant damage to the building's interior and approximately 450 boxes of archival records. The collection was salvaged; affected records were recovered through treatment, and the collection was re-located to a temporary facility at 50 Myrtle Street, in the Pacific Industrial area of Winnipeg. After the water inundation occurred the building was stabilized, however repairs to make the building fit for re-occupancy were not undertaken, as at the time a major building renovation with significant interior alterations was anticipated. RFP 233-2013 was issued the same year seeking a Consultant to provide the full scope of architectural and engineering services required for the design and construction of a planned facility redevelopment. In 2014 work officially stopped with drawings advanced to an extent such that a Class B estimate was established. Since closure in 2013 the building has been maintained and operated by the City, but not occupied.

D3.1.3 In 2019-2020, City Clerk's engaged external consultants to prepare spatial and functional requirements for the Archives program, and to generate options for relocating operations. This process involved background review of preceding reports, a benchmarking study of similar archival organizations and their facilities, and in-depth interviews with City of Winnipeg Archives staff and stakeholders to examine current and projected activities, spaces, and collections. The resulting Functional Program included:

- Environmentally controlled vault space (Class A) for 20-years of collections growth
- Functional space for archival, digitization, and conservation activities
- Public programming and display space to support access and knowledge transfer
- Spaces supporting Reconciliation activities, including for smudging, ceremonies, learning and display

- Research space to provide for increased activity in an appropriate setting
 - Administrative space supporting staff growth to 20-years
- D3.1.4 The study outcome identified facility redevelopment of the City Archives Building as the preferred alternative. The study and its deliverables form the basis for the current facility redevelopment scope, and the design and pre-Tender work to be undertaken in the current assignment.
- D3.1.5 The following is a list of facility improvement projects undertaken by the City since 2000:
- Foundation waterproofing, including new weeping tile drainage system which includes three sump pits and dual submersible pumps - 2008
 - Barrier Free upgrades to the public washrooms – 2008
 - Façade repairs to exterior limestone – 2010
 - Barrier Free access to main entrance approach – 2010
 - Barrier Free access and restoration of main entrance and foyer – 2011
 - Roof structure and membrane replacement – 2013
 - Property fence restoration – 2013 (incomplete)
- D3.2 Objective of prime design consultant services contract
- D3.2.1 The City of Winnipeg is seeking a Consultant to provide the full scope of architectural, engineering and pre-Tender Services required for the redevelopment of the City Archives Building. The current capital budget approval for the project allows for undertaking the necessary design services within a first phase of work only. Subject to additional capital monies becoming available in 2024 and/or beyond, the Consultant and the City shall reserve the right to subsequently negotiate a fixed fee to increase the scope of services to include contract administration services in the construction phase.
- D3.2.2 The Consultant will work closely with the Project Manager to deliver the Project on time, within the assigned budget, in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> and Major Capital Project and ICIP reporting requirements.
- D3.2.3 Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise and oversight capability; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion are not consistent with good industry practice.
- D3.3 Subconsultants:
- D3.3.1 The Consultant will be responsible to retain and coordinate all required Subconsultants. All "Instruments of Service" by the Consultant and its Subconsultants shall bear the seal of an individual in good standing with the appropriate professional association This shall include Tender, and Issued for Construction documents. The Consultant shall be responsible for all design coordination of the work of its Subconsultants and specialists.
- D3.3.2 The Consultant's project team may consist of, but not be limited to, the Subconsultants or in-house specialists listed below:
- (a) Architect;
 - (b) Structural Engineer;
 - (c) Mechanical Engineer;
 - (d) Electrical Engineer;
 - (e) Landscape Architect;
 - (f) Civil Engineer, Site Services;
 - (g) Interior Designer;

- (h) Acoustical Engineer;
- (i) Independent City of Winnipeg Accessibility Design Standards (WADS) Specialist;
- (j) Sustainability Consultant;
- (k) Independent Commissioning Consultant;
- (l) Building/Fire Code Consultant (experienced and familiar with the City of Winnipeg's Codes);
- (m) Energy Modeler;
- (n) Building Envelope Specialist; and
- (o) Cost Consultant / Quantity Surveyor.

D3.3.3 The Subconsultant Leads shall not be changed without the prior written approval of the City.

D3.3.4 Each Subconsultant Lead shall lead the delivery of design services for its discipline throughout the project.

D3.3.5 For the duration of the schematic design, design development, and construction document stages of the project, each of these Subconsultant Leads may be required to attend meetings as determined by the Design Lead or on the request of the City.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of in accordance with the following:

- (a) IDP Implementation;
- (b) Facility Redevelopment Program Validation;
- (c) Design Development, Coordination and Administration;
- (d) General Project Requirements;
- (e) Schematic Design/Program of Requirements completion;
- (f) Design and Specification Development;
- (g) Contract Document Preparation;
- (h) Construction Cost Estimating;
- (i) Accessible Design;
- (j) Green Building and Sustainability;
- (k) Procurement Process;
- (l) Construction Services;
- (m) Post Construction Services;
- (n) Commissioning Standards; and
- (o) Quality Management.

D4.1.1 Integrated Design Process

- (a) Consultant to be responsible to segregate IDP into groups/areas of expertise tailored to the project. That would be the following but not limited to the Client Group, Maintenance & Operations, IT, and Parks. The consultant will have responsibility & oversight to arrange and manage all meetings including Chairing and Minuting. The Project Coordinator will be responsible to identify who from those civic groups will be invited and attend.

D4.1.2 Consultant's Services

- (a) The Consultant's services consist of those services performed by the Consultant, the Consultant's employees, and the Subconsultants engaged by the Consultant. They include the provision of Consultant services plus the provision of all professional

services noted in Sections D6 by professional engineers, architects, and other specialist disciplines.

- (b) The Consultant's services include consultant co-ordination to integrate all parts of the services noted in D.

D4.1.3 Design Coordination and Administration

- (a) The Design Lead shall be solely responsible for managing the services of the Consultant and its Subconsultants for the duration of the project. The Design Lead shall have responsibility for the delivery of services to the City and shall lead the delivery of services throughout the project. For the duration of the project, the Design Lead will attend City meetings upon request, design meetings, construction meetings, and such other meetings (virtually and/or in person at a location to be confirmed) as the Project Manager may request, as the Consultant's representative.

D4.1.4 General Project Requirements

The Consultant shall:

- (a) be responsible for providing expertise on sustainable design, following best practice design strategies with a focus on environmentally friendly initiatives and renewable energy alternatives, as outlined in <https://legacy.winnipeg.ca/sustainability/>
- (b) attend and participate in regular City Project Delivery Office (PDO) meetings;
- (c) provide monthly progress reporting;
- (d) assist the City with the preparation of reports and presentations to the City Council, City staff, public, and other project stakeholders/partners as may be required;
- (e) provide electronic seals with signature on all drawings, specifications, and reports submitted to the City;
- (f) provide access to digital graphics and professional renderings to support project communication and engagement activities;
- (g) schedule, chair, and minute Integrated Design Process (IDP) team meetings and external stakeholder meetings throughout the design;
- (h) submit all minutes of meetings with clear actionable items within 72 hours of the meeting to the Project Manager for distribution to the project team;
- (i) provide monthly schedule updates during the design phases, and review and comment on the construction schedule during construction. The schedule updates should include a summary of work completed to date, including but not limited to major changes within the reporting period, tracked issues, and upcoming milestones;
- (j) conduct proper document management practices, according to City standards, to file all relevant project documents (design documents, construction documents, meeting minutes, etc.) to the project's ShareFile site;
- (k) meet with, coordinate, and deliver the requirements of City Stakeholders throughout the entire design process respecting facility programming, maintenance, and operational considerations/requirements. City shall identify the stakeholder groups and representatives to the Consultant at the outset of the Work.

D4.1.5 Program Validation and Scope Definition Phase

- (a) The City has developed a functional program for the project. It is the Consultant's responsibility to review, refine, and finalize any existing program information available utilizing its experience, applying current industry practice/ trends, and through stakeholder engagement, to affirm the functional program.
- (b) The Consultant will, with oversight from the City, define the scope of services required from third party specialist consultants (e.g. Building Commissioning Consultant) and will assist the City with retaining the consultants (through an RFP process) required to obtain the information needed. The City will engage the recommended/selected firms directly.

- (c) In connection with the development and finalization of the facility program, the Consultant shall:
- (i) visit the site to undertake detailed investigations, and audit existing conditions;
 - (ii) review and confirm investigation reports prepared by City consultants (geotechnical, hazardous material abatement, etc.);
 - (iii) allow for meetings as required with the City's Users, and the internal and external stakeholders, to review the facility program, gather any additional information, refine, modify, and customize the facility program;
 - (iv) plan and conduct stakeholder & public engagement activities in accordance with the approved engagement plan;
 - (v) review and comment on the City's construction budget;
 - (vi) produce minutes of all program meetings identifying the actionable items and submit these minutes to the Project Manager within 72 hours of each meeting;
 - (vii) schedule and attend preliminary meeting(s) with all regulatory officials and other authorities having jurisdiction to obtain redevelopment information, and all relevant project requirements;
 - (viii) prepare and verify with project stakeholders the furniture, fixtures, and equipment (FF&E) needs;
 - (ix) prepare and verify with City stakeholders the I.T, audio visual (AV), and security needs and requirements for the project;
 - (x) plan and conduct Green Building and Sustainability activities in accordance with D4.

D4.1.6 Schematic Design Phase

- (a) Definition: The schematic design phase is when the City's requirements and desires, defined in the pre-design phase, are resolved into physical, architectural form. The Consultant shall develop a schematic design for the facility redevelopment, and the City will subsequently review and authorize the continuation of the design into Design Development.

D4.1.7 The Consultant shall:

- (a) coordinate services of all Subconsultants;
- (b) coordinate and cooperate with the City's special consultants;
- (c) schedule, chair, and minute bi-weekly design team meetings (virtually and/or in person at a location to be confirmed) with the City, Subconsultants, and other specialist consultants. Submit all minutes of meetings with clear actionable items within 72 hours of the meeting to the Project Manager;
- (d) review all applicable statutes, regulations, codes, and by-laws;
- (e) review existing geotechnical and/or soils engineering reports, and recommend if additional geotechnical, hydrogeological, and/or soils investigations are required. If additional investigations are required, assist the City in developing the required scope of services documents;
- (f) organize one facility tour of similar facilities for City user groups' review of innovative and functional solutions;
- (g) plan and conduct stakeholder & public engagement activities in accordance with the approved engagement plan;
- (h) conduct Green Building and Sustainability activities in accordance with D4;
- (i) using the project requirements defined in pre-design, prepare and deliver a conceptual design concept for the facility redevelopment which describes the form, size, character, and massing of the programmed areas and circulation. The conceptual design, through an iterative design and review process with the City, will

be progressively elaborated into a schematic design once the City approves of the conceptual design;

- (j) apply for and obtain preliminary approvals from authorities having jurisdiction (via pre-consultation meetings) for any/all planning and building requirements. These authorities shall include the City of Winnipeg and any other authorities having jurisdiction;
- (k) provide a preliminary energy model report identifying opportunities over the life-cycle for cost savings. Provide the City with estimated energy saving, incremental costs, and life cycle saving due to implementation of:
 - (i) sustainability measures;
 - (ii) heat recovery;
 - (iii) dehumidification;
 - (iv) renewable energy;
 - (v) solar hot water system;
 - (vi) geothermal energy; and/or
 - (vii) photovoltaics.
- (l) advise of available incentives for high performance new construction;
- (m) conduct at least one (1) sustainability design workshop and propose features that would be appropriate for this project;
- (n) create individual room data sheets for all building areas;
- (o) review and record on an approved electronic data base (e.g. Excel and AutoCAD) all existing and proposed new furniture, fixtures and equipment (FF&E) that are to be included in the final design to meet the City's FF&E requirements;
- (p) prepare all application documents and provide the lead role to obtain approval of authorities having jurisdiction for the Site Plan Application;
- (q) provide value engineering/analysis and cost reduction strategies and recommendations to align the schematic design documents to the approved construction budget, implement necessary document revisions;
- (r) provide design measures that address accessibility challenges;
- (s) recommend the most efficient structural system;
- (t) assess building systems for quality, durability, energy efficiency, functionality, maintenance, and operations;
- (u) assess proposed waste diversion and management programs i.e. requirements for dedicated waste storage rooms and loading space(s). The City's preference is an internal waste management room with direct access to the loading space(s). Coordinate new waste/recycling receptacles;
- (v) submit a Schematic Design report to the Project Manager, which would be considered ~10% completion, to illustrate the scale and character of the project and how the parts of the project function, including but not limited to:
 - (i) provide digital copies;
 - (ii) provide area calculations;
 - (iii) outline specifications to describe the size and character of the architectural, structural, mechanical, and electrical systems;
 - (iv) describe the requirement for functional servicing;
 - (v) site plan;
 - (vi) spatial relationship, adjacency, and interior circulation diagrams;
 - (vii) room data sheets for all distinct areas of the facility;
 - (viii) principal floor plans;
 - (ix) building sections;

- (x) exterior elevations;
- (xi) sustainability plan;
- (xii) three dimensional (3-D) renderings of the exterior of the project and key interior elements;
- (xiii) one 3D printed model of the building scaled to overlay a site plan;
- (xiv) design briefs;
- (xv) constructability review report;
- (xvi) construction phasing plan; and
- (xvii) obtain the City's approval before proceeding with the design development phase.

D4.1.8 Design Development Phase

- (a) Definition: Design development further develops the schematic design based on the City's decision to proceed. During design development, specifications become an integral part of the design.
- (b) The Consultant shall:
 - (i) coordinate services of Subconsultants as applicable;
 - (ii) coordinate and cooperate with the City's consultants;
 - (iii) schedule, chair, and minute bi-weekly design team meetings with the City, Project Manager, Subconsultants, and other specialists (virtually and/or in person at a location to be confirmed). Submit all minutes of meetings with clear actionable items within 72 hours of the meeting to the Project Manager;
 - (iv) continue to review and confirm that the design is in conformance with all sustainability requirements from: <https://legacy.winnipeg.ca/sustainability/>
 - (v) including City's Green Building Policy, Accessibility Policy, Climate Action Plan, and Climate Change Goals;
 - (vi) provide complete specifications for all building elements;
 - (vii) update the room data sheets and arrange to have meetings for the purpose of finalizing the details;
 - (viii) prepare a presentation for the City of the light fixtures, plumbing fixtures, millwork, signage, and related way-finding systems, all furnishings, and proposed interior/exterior finishes;
 - (ix) as required, provide value engineering/analysis and cost reduction strategies and recommendations to align the design within the project's budget;
 - (x) update the energy model;
 - (xi) assist the City with fire safety plans;
 - (xii) further elaborate the design development documents for the City's approval that would be considered 33% completion. This would include the following:
 - ◆ an electronic document submission;
 - ◆ site plan;
 - ◆ floor plans;
 - ◆ building sections;
 - ◆ exterior elevations;
 - ◆ room data sheets identifying all proposed finish materials, IT, AV, Building Automation, FF&E, and Security requirements;
 - ◆ hoarding requirements and any temporary site access requirements;
 - ◆ project brief detailing area calculations, building systems and design specifications;
 - ◆ any other documents that may be required, to describe the size and character of the campus including the architectural, structural, mechanical, electrical, civil, and landscape aspects;

- ◆ three dimensional (3-D) renderings of the exterior of the project and key interior elements;
- ◆ develop and submit a Class 3 cost estimate;
- ◆ updated design briefs;
- ◆ obtain the City's approval before proceeding with the construction documents phase.

D4.1.9 Construction Documents Phase

The Consultant shall:

- (a) coordinate services of consultants as applicable;
- (b) schedule, chair, and minute bi-weekly design team meetings with the City, Project Manager, Subconsultants, and other specialists virtually and/or in person at a location to be confirmed. Submit all minutes of meetings with clear actionable items within 72 hours of the meeting to the City;
- (c) review statutes, regulations, codes, and by-laws applicable to the design and where necessary review the same with the authorities having jurisdiction;
- (d) assemble, prepare, and take responsibility for the submission of all remaining documents requested by the authorities having jurisdiction, and provide all communication with the authorities as required;
- (e) prepare for the City's review and approval a 66% construction document set, along with a Class 2 Cost Estimate;
- (f) prepare for the City's review and approval the 99% construction document set. Submit the package as electronic documents (PDF). All City comments must be reflected in the 100% Issue for Tender package;
- (g) provide a Class 1 Cost Estimate for the Project Manager's review and approval during the 99% construction document/drawing submittal;
- (h) as required, provide value engineering/analysis and cost reduction strategies and recommendations to align the design within the project's budget;
- (i) Update the energy model;
- (j) include sustainable protocols, including waste diversion and management protocols and requirements listed in D4, in the Construction Documents;
- (k) submit to the Project Manager a list of proposed warranties applicable to building and construction components;
- (l) verify specified materials and equipment are available within the required schedule;
- (m) continue to design in accordance with the sustainable design strategies determined in previous phases, and to obtain all grant and incentive opportunities as agreed in the prior phases;
- (n) review with the City and finalize a proposed finish hardware schedule that is to be included in the tender documents (not through a cash allowance);
- (o) identify appropriate cash allowances for items such as signage;
- (p) prepare the Furniture, Fixtures, and Equipment (FF&E) program complete with an implementation plan for the program, including but not limited to, design, City approvals, tender documents, and on-site installation. The Consultant shall:
 - (i) organize user group meetings to obtain relevant user input;
 - (ii) organize one tour for user groups to visit innovative solutions of other similar and comparable projects;
 - (iii) assess current furniture standards and City standards;
 - (iv) work with the City's team to develop a coherent vision for the program;
 - (v) provide two FF&E concepts for presentation to the City;
 - (vi) deliver an FF&E design brief describing the proposed program;

- (vii) provide for the requisite I/T, power, heating, cooling, and other building infrastructure in the construction documents as required;
 - (viii) prepare the specification to tender the FF&E work, which may include multiple FF&E tender packages and FF&E procurement phases;
 - (ix) develop a Class 3 cost estimate for costs relating to the procurement and installation of all FF&E items.
- (q) finalize, coordinate, and incorporate the design by resolving all constructability issues;
 - (r) finalize the proposed phasing and sequencing plan;
 - (s) provide colour board samples and finish material selection sample boards including presentations to the City, along with the final room data sheets for approval;
 - (t) elements of construction that may be eligible for alternate funding may be required to be identified separately within the cost estimate and itemized prices;
 - (u) provide the City with complete electronic sets of coordinated 100% construction documents including specifications, along with an electronic PDF set on a USB drive;
 - (v) provide the City with a 3D Revit Model and AutoCAD drawing files of the 100% Construction Documents; consult with the City for compatibility with the City's software; and
 - (w) the City will provide final review and approval prior to the Consultant finalizing the construction document package.

D4.1.10 Design of New Facilities

- (a) The concept, schematics and supporting information identified by the 'Facility Renewal and Redevelopment Strategy Study' shall serve as the basis of design of all new facilities.
- (b) The 'Proposed Shipping & Receiving Area Development' drawings A1 through A4 in Appendix 'C' of this document supersede related concept, schematics and supporting information identified by the 'Facility Renewal and Redevelopment Strategy Study' and shall serve as the basis of design of the Shipping & Receiving building addition and new Exit Stair. Adapt the design as necessary to accommodate current building code requirements.
- (c) New facilities are to be fully integrated within the existing building and its operations as a whole; as such the design shall incorporate all necessary modification of existing building structure, partitioning, utilities, and systems.
- (d) Design of the Climate Controlled Archival Vault shall incorporate operational specifications and parameters set forth in the 'Environmental Guidelines for Museums' <https://www.canada.ca/en/conservation-institute/services/preventive-conservation/environmental-guidelines-museums.html>
- (e) Design shall include the confirmation of existing conditions at City Archives Building including but not limited to design, construction and materials; spatial configuration, and measurements.
- (f) The Consultant shall be solely responsible to ensure all WADS requirements are met, and as part of the project Deliverables provided to the City, will produce a comprehensive WADS Compliance Document that summarizes all analysis, application, limitations & challenges introduced by existing conditions (if applicable), and implementation of solutions; complete with signed statement of WADS compliance by the professional taking responsibility for the work, at the time that final drawings are issued for construction.

D4.1.11 OurWinnipeg 2045 sets out the City's climate target of net zero emissions by 2050 which aligns with federal and international targets. The Community Energy Investment Roadmap (CEIR) identifies City and community-wide systems level actions and investments to achieve this updated target. Council directed the Public Service to implement the CEIR in July 2022. In addition, the CEIR identifies that after reducing the need for energy and increasing energy

efficiency, electrification of heating in buildings is key to meeting City of Winnipeg climate targets.

- (a) The City's intention is to maximize energy efficiency and minimize carbon emissions in the Archive building. In order to work towards the City's climate target of net zero emissions by 2050, the consultant shall:
 - (i) Conduct one (1) sustainability design workshop to explore the project's sustainability goals and targets. This will allow the City to explore sustainable features that will need to be incorporated into the design.
 - (ii) Design with net zero carbon ready and/or low carbon principles in mind. In order to align with the City of Winnipeg's net zero carbon goals and promote low carbon practices, it is important to design with a net zero carbon ready approach and consider the future capacity for achieving net zero carbon emissions. In addition, this includes exploring and integrating electric heating solutions to replace traditional fossil fuel-based heating systems where practical.
 - (iii) Ensure that the project participates in the Efficiency Manitoba Commercial Deep Energy Retrofit Program. The program offers incentives for energy efficiency renovations to a commercial building project. To participate, a project must reduce site energy use by 20% or more from the pre-renovation baseline energy use. Incentives include up to \$12,000 for energy modelling and from \$2.25 to \$6.00 per square foot for achieved energy savings:
<https://efficiency.mb.ca/business/deep-energy-retrofit/>
- (b) At project completion, the Consultant shall provide the City with the energy modelling files and the output/results files. The weather file that was used for the modelling shall also be provided.
 - (i) Explore "solar ready" principles:
 - a. Designate a specific area on the roof that is suitable for a future solar PV installation. Evaluate the roof's structural soundness to see if it can adequately support the weight and requirements of the system.
 - b. When installing new HVAC or other rooftop equipment, carefully choose locations on the roof that will not hinder or shade the designated area for future solar installations.
 - c. Provide necessary conduits from roof to enable future electric and communications connection requirements.
 - (ii) Explore the option to install a minimum of two (2) Level 2 Electric Vehicle charging stations.
 - (iii) Should building envelope upgrades be included in the project, the consultant shall:
 - a. Engage a Building Enclosure Commissioning Agent (BECxA) during the development phase to provide input into building enclosure systems as they relate to energy, water, indoor environmental quality, durability and air tightness throughout the project. The Consultant shall recommend a preferred vendor to the City. The City will then contract with the preferred BECxA independently from the Consultant. The Consultant will work with the agent as part of the project team to incorporate envelope commissioning into the project design and construction.
 - b. Conduct a Whole-building Air Leakage test in accordance with ASTM-3158-18 Standard Test Method for Measuring the Air Leakage Rate of a Large or Multizone Buildings. In addition, infrared thermography is to be used to locate instances of air leakage from the building enclosure. Air leakage testing and associated processes are used to improve durability, occupant comfort, mechanical ventilation system effectiveness, lower utility costs, and enhance resiliency.

- D4.1.12 Consultant shall ensure that the scope of work and associated cost remains within the budget constraints of the project.
- D4.1.13 Consultant shall coordinate design and specification requirements as relating to building commissioning and quality assurance/quality control testing (to be undertaken by an independent third party(s) contracted by the City) to satisfy the intent of the foregoing.
- D4.1.14 Consultant shall meet with, coordinate and deliver the requirements of City stakeholders throughout the entire design process respecting facility programming, maintenance and operational considerations/requirements of the new facilities. City shall identify the stakeholder groups and representatives to the Consultant at the outset of the Work. Consultant is responsible to review current/prevaling code and regulatory requirements relative to the pre-established design intent, and ascertain/address any scope deviation arising therefrom.
- D4.1.15 Consultant shall provide two representatives for the purpose of attending two (2) four-hour public engagement event at some time during the course of the project, to assist in conveying project information to residents, respecting the facility redevelopment project within their community.
- D4.1.16 The Services required under D4 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D4.2 The following shall apply to the Services:
- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
 - (b) Universal Design Policy <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
 - (c) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
- D4.3 The funds available for this Contract are \$475,000.00.

D5. DEFINITIONS

- D5.1 When used in this Request for Proposal:
- (a) **Supply Chain Disruption** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D6.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

- D6.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D7. UNFAIR LABOUR PRACTICES

- D7.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D7.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D7.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C14.
- D7.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D7.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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 Consulting Contract Administrator with evidence thereof upon request.

D9. SAFE WORK PLAN

D9.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D10. INSURANCE

D10.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.

D10.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their 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 \$ 2,000,000 per claim and \$ 5,000,000 in the aggregate.

D10.2.1 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.

- D10.3 The policies required in D10.2(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.
- D10.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D10.2(a) and D10.2(b).
- D10.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D10.2(a) and D10.2(c).
- D10.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) 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 D10.9.
- D10.7 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.
- D10.8 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.
- D10.9 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

D11. COMMENCEMENT

- D11.1 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.
- D11.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) the Safe Work Plan specified in D9; and
 - (iii) evidence of the insurance specified in D10.
 - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D15.1.
- D11.3 The City intends to award this Contract by August 14, 2023.

D12. CRITICAL STAGES

- D12.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Complete Program Validation and Scope Definition by September 18, 2023;
 - (b) Schematic Design Submission by October 18, 2023;
 - (c) 33% Construction Document Submission with Class 3 Estimate by November 20, 2023;
 - (d) 66% Construction Document Submission with Class 2 Estimate by January 22, 2024;
 - (e) 99% Construction Document Submission with Class 1 Estimate by April 15, 2024;

- (f) 100% Construction Document Submission by April 29, 2024.

D13. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D13.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D13.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D13.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D14. INVOICES

- D14.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D14.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Consultant's GST registration number.
- D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15. PAYMENT

D15.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D16. DISPUTE RESOLUTION

D16.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D16.

D16.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D16.3 The entire text of C17.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D16.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
 - (i) The Consulting Contract Administrator;
 - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D16.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.

D16.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D16.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D16.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D16.4.3, as extended if applicable, has elapsed, the Consulting Contract

Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D17. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D17.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D17.2 Further to D17.1, in the event that the obligations in D17 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations (“Funding Costs”) shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D17.3 For the purposes of D17:
- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D17.4 Modified Insurance Requirements
- D17.4.1 If not already required under the insurance requirements identified in D10, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D17.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D17.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.
- D17.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D17.5 Indemnification By Consultant
- D17.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.
- D17.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

D17.5.3 in relation to this Contract or the Work.

D17.6 Records Retention and Audits

D17.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D17.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D17.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D17.7 Other Obligations

D17.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D17.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D17.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D17.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D17.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D17.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Services under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at their place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- E1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- E1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.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 Police Information Check (Form P–612) 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 Police Information Check (Form P–612) to the Consulting Contract Administrator.
- E1.4 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Services, the Consultant shall supply the Consulting Contract Administrator with a Police Information Check 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 Services.
- E1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Services.
- E1.6 Any Police Information Check 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 their sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Services.

APPENDIX A – 2013 380 WILLIAM FACILITY RENEWAL REPORT
APPENDIX B – REFERENCE DRAWINGS