



City of Winnipeg

Planning, Property and Development Department

**Invitation for Expressions of Interest and
Qualifications (EOI&Q)
Development Proposals For
Indoor Water Park**

Winnipeg, Manitoba

(EOI&Q # 893 – 2007)

January 23, 2008



REQUEST FOR EXPRESSIONS OF INTEREST AND QUALIFICATIONS NO. 893-2007

With respect to the design, construction, and operation of an
INDOOR WATER PARK

The City of Winnipeg is requesting Expressions Of Interest and Qualifications (EOI&Q) from teams of designers, contractors, and developers interested in pursuing the design, construction, and operation of an Indoor Water Park (the “Project”).

Only Proponents who respond to this EOI&Q will be eligible to participate in this Project.

1.0 Background

- 1.1 In Winnipeg and surrounding areas, there has been a growing interest in the concept of an indoor water park. The recreational amenities offered by an indoor water park are quickly being adopted by many progressive communities eager to attract tourist dollars and satisfy their resident’s needs to temporarily escape the realities of our long, cold winters and hot summers. It is projected that the interest in this type of facility for Winnipeg will only remain and grow in the future.
- 1.2 Recognizing the demand for an indoor water park, the City of Winnipeg will make a maximum contribution of up to \$7 million towards the development of privately owned and operated facility. The City of Winnipeg will not assume an ownership position in this facility.
- 1.3 A requirement of the City funding is for the successful Proponent to enter into a satisfactory Public Access Agreement with the City of Winnipeg guaranteeing public access to the facility for a period of twenty-five (25) years, amongst other conditions, as outlined in Schedule “B”.
- 1.4 **Proponents are advised that the City will not consider Proposals that require additional support from the City including:**
 - 1.4.1 **A mortgage or loan guarantee from the City;**
 - 1.4.2 **Any other sources of City funds or similar financial contributions;**
 - 1.4.3 **Any City contributions towards on-site or off-site improvements and infrastructure;**
 - 1.4.4 **Any City-owned lands or assets;**
 - 1.4.5 **Any City tax incentives;**
 - 1.4.6 **Any City annual operating grants.**

2.0 Purpose

- 2.1 Indoor water parks have been built in many cities across Canada but they vary greatly in terms of structure, cost, management models, and integration with other facilities and / or developments, such as hotels, shopping malls, recreational facilities, and destination developments. The purpose of this Request for EOI&Q is twofold.
- 2.1.1 Firstly, the EOI&Q will provide the City of Winnipeg with general information related to various types of indoor water park facilities and structures that are proposed by Proponents to be built in Winnipeg, together with reasonable estimates of costs associated with those options. This information will assist the City in its decision-making process with respect to the funding of the development of an indoor water park.
- 2.1.2 Secondly, the EOI&Q will provide the City with information necessary to evaluate the qualifications and proposals of Proponents. The City will evaluate and select a short-list of qualified Proponents and Proposals for the design, construction, and operation of an indoor water park, and select a preferred Proponent for funding.

3.0 Facility Design & Requirements

- 3.1 The indoor water park is expected to have a minimum building footprint of 60,000 square feet with a capacity of approximately 600 persons, and is to be located adjacent to or in immediate proximity to major transportation and transit routes.
- 3.2 Additional information and detail in regards to the City of Winnipeg's requirements for an indoor water park can be found in Schedule "A" – Facility Design & Components Parameters
- 3.2 Proponents shall clearly identify how their EOI&Q Proposal addresses these requirements.

4.0 Building Functionality

- 4.1 In developing the Proposal to this request for EOI&Q, Proponents will consider the following aspects of building functionality.
- 4.1.1 The facility shall be designed for year round operations.
- 4.1.2 Consistent with Council adopted policies in *Plan Winnipeg: 2020 Vision*, the facility should incorporate environmentally-friendly practices in construction, and should promote energy-efficiency in its operations. The facility should adopt elements of the LEED (Leadership in Energy and Environmental Design) program to achieve energy efficiencies, reduce the impact on the environment, and to reduce long term operational and maintenance costs.
- 4.1.3 The design and construction of the facility shall conform to the City of Winnipeg's Universal Design Policy and Universal Design Standards as assessed by the City's Universal Design Coordinator.

- 4.1.4 Cost estimates will provide for a completed facility that is ready for occupation, including the provision of all finishes, signage, etc. However, furniture and fitness equipment need not be included in the estimates.
- 4.2 Proponents shall clearly identify how their EOI&Q Proposal addresses these requirements.

5.0 Site Development

- 5.1 The EOI&Q Proposal must identify a proposed site within the City of Winnipeg.
- 5.2 While the City of Winnipeg will evaluate all proposed sites, preference will be given to the following:
- a. Sites located within downtown Winnipeg;
 - b. Sites adjacent to existing major amenities and / or destinations;
 - c. Sites that are part of a larger development concept, such as a destination development.
- 5.3 The site should be, at a minimum, of sufficient size to accommodate the indoor water park together with suitable parking facilities. Ideally, it should be a minimum of 5-8 acres; however, sites that are smaller due to integration with a destination development, adjacent existing major amenities and / or destinations, or locations within Downtown Winnipeg will also be evaluated.
- 5.4 The EOI&Q Proposal shall identify and quantify all costs associated with development of the site and indoor water park. This includes, but is not necessarily limited to: the cost of the land; the provision of sewer, water, and storm water services; electrical servicing; road access, service access, and parking; physical construction of the facility, landscaping surrounding the building and parking lot; and signage.
- 5.5 If the Proponent is proposing to construct the indoor water park as part of a larger development concept, the Proponent will identify the total costs of the larger development concept separately from those costs associated with the indoor water park described in Section 5.4. Note that costs associated with the development of any buildings or structures other than the indoor water park are outside the funding agreement parameters of this EOI&Q.
- 5.6 Due to the timelines involved for the delivery of a functional facility, Proponents are advised that sites that require a rezoning or Plan Winnipeg Amendment for development of this Project will have to demonstrate how they can meet the desired facility opening deadline outlined in Section 7.1.14.
- 5.7 Proponents are invited to submit proposals for more than one site, or concept. Such Proposals should be submitted separately.

6.0 Facility Management

- 6.1 The proposed indoor water park is not to be owned and operated by the City of Winnipeg. The requirements associated with the City funding are for the successful Proponent to:

- a. Enter into a Funding Agreement with the City of Winnipeg, satisfactory to the City's Chief Administrative Officer;
- b. Enter into a Public Access Agreement with The City of Winnipeg, satisfactory to the City's Chief Administrative Officer, guaranteeing public access to the facility for a period of twenty-five (25) years, amongst other conditions. The base parameters of the Public Access Agreement can be found in Schedule "B" – Public Access Agreement Parameters;
- c. Identify how the Project will acknowledge the City of Winnipeg's capital investment in the facility;
- d. Identify how the City of Winnipeg's capital investment in the facility will be protected for the duration of the Funding & Public Access Agreements.

7.0 Proposal Requirements

7.1 The EOI&Q Proposal shall include the following:

- 7.1.1 A description of the proposed team members and team organizational structure, including principal-in-charge;
- 7.1.2 Information on the Proponent's team and its members' experience and expertise, including the level of design and construction experience and expertise in delivering projects of this nature and magnitude;
- 7.1.3 A list of three references, at a minimum, who have served in a client capacity for the Proponent or its members – provide names of individuals and contact information;
- 7.1.4 A letter from a financial institution demonstrating that the Proponent has sufficient financial backing to bring the project to fruition;
- 7.1.5 A description of a proposed site with information related to its potential for development including location, dimensions, area, existing zoning and use, Plan Winnipeg designation, land ownership, etc.;
- 7.1.6 A design concept with sketches of floor plans and exterior perspectives at a minimum, including a site plan;
- 7.1.7 A description of the indoor water park and building including, in particular, all assumptions related to the type of structure, materials, and finishes together with approximate room sizes and occupation capacity of the various components of the indoor water park and building;
- 7.1.8 An estimate and breakdown of project capital costs and all associated costs including but not necessarily limited to bond fees, insurance costs, all development and building permits, all design fees, all contracting fees, a 20% contingency, and all applicable taxes including G.S.T.;
- 7.1.9 A description as to how the Proponent will acknowledge the City of Winnipeg's capital investment in the facility;

- 7.1.10 A description as to how the City of Winnipeg's capital investment in the facility will be protected for the duration of the Funding & Public Access Agreements;
 - 7.1.11 Details of the daily guaranteed hours for public access to the indoor water park pursuant to the Public Access Agreement;
 - 7.1.12 Details of the admissions and / or in kind services to be provided to the City pursuant to the Public Access Agreement;
 - 7.1.13 The amount of funding being requested from the City, which amount must not exceed \$7,000,000.00;
 - 7.1.14 There is an expectation for the indoor water park to achieve an operational status by **November 30th, 2009**. The Proponent will provide an outline of the critical phases and deadlines to deliver such a project to an operational status by the specified date.
 - 7.1.15 The name and contact information (address, phone, fax, and email) of the individual who will act as the Proponent's principal contact throughout the EOI&Q process.
- 7.2 The Proponent shall submit 10 bound copies and 1 unbound copy of the EOI&Q Proposal in 8.5" x 11" format with the Proponent's name and contact information and "EOI&Q No. 893-2007 Indoor Water Park" clearly visible on the front cover of the Proposal.
- 7.3 The City may require the Proponent to clarify any portion of its EOI&Q Proposal. Responses to such requests shall be in writing and shall become part of the EOI&Q Proposal. Failure to respond in writing within 3 Business Days or such longer time period specified by the EOI&Q Review Committee may be cause for rejection.

8.0 Evaluation of EOI&Q Proposals

- 8.1 EOI&Q Proposals will be evaluated on the basis of broad financial, operational, recreational, and strategic merit to the City, and according to the criteria listed in Schedule "C" – EOI&Q Evaluation Parameters.
- 8.2 The EOI&Q Proposals will be reviewed and analyzed by an Evaluation Committee comprised of members of the Public Service.
- 8.3 The Evaluation Committee may, in addition to the evaluation criteria described above, apply other evaluation criteria, which the Evaluation Committee determines are relevant during the evaluation process. The Evaluation Committee will apply the same criteria equally to the evaluation of all EOI&Q Proposals.
- 8.4 Right to Reject. The City reserves the right to reject any or all EOI&Q Proposals.
- 8.5 Notwithstanding Section 7.0, where the Proponent fails to submit the required information, the Proposal will be evaluated with a zero (0) rating applied to that category or item.

9.0 Anticipated Process

9.1 Phase I – EOI&Q Evaluation

The Proponents are advised to present their best Proposal. The City will only negotiate with a short list of the proponents submitting, in the City's opinion, the most advantageous Proposals.

The City will review, and clarify as required, all EOI&Q Submissions received. If the City deems that none of the EOI&Q's submitted are acceptable, the EOI&Q process may be terminated and the Proponents so notified.

After completion of the Phase I evaluation of all EOI&Q's, the City will short list the Proposals that are considered to have the most merit and benefits for the City and may proceed to Phase II.

9.2 Phase II – Detailed Proposal Solicitation and Evaluation

The City may invite the short listed Proponents to submit additional detail for their Proposals, if required.

If the City determines that none of the short listed Proposals are acceptable, the EOI&Q process may be terminated and the Proponents will be so notified.

The evaluation of the short listed Proposals may proceed to Phase III with the City contacting those short listed Proponents and entering into negotiations with Proponents having Proposals that are considered to have the most merit and benefits for the City.

9.3 Phase III – Negotiations

The City reserves the right to further negotiate details of the Proposals from the short listed Proponents in the Phase III negotiations. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to 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.

If the parties cannot agree to a final resolution, the City may terminate the EOI&Q process and so notify the Proponents. The City shall have no obligation to enter into a final agreement with a Proponent.

9.4 Upon completion of Phase III, the Evaluation Committee will prepare and submit a report to the Executive Policy Committee (EPC) with a recommendation whether to proceed with an indoor water park pursuant to this EOI&Q, and if so a preferred Proponent for EPC's review and further direction. If Council approves funding and a decision be made to proceed, the City of Winnipeg would enter into a Funding Agreement and Public Access Agreement with the selected Proponent for funding for the indoor water park.

- 9.5 Notwithstanding any other section of the EOI&Q, the City of Winnipeg may, in its sole discretion, at any time by written notice, terminate the EOI&Q or, after the selection of the preferred Proponent, elect not to proceed and by written notice terminate the Project procurement process. After termination as described above, the City will be under no obligation to any Proponent. In any such event, the City may at its further discretion, decide not to proceed with the Project or enter into negotiations with other parties for an indoor water park or similar facility.
- 9.6 Proponents are advised that funding for the indoor water park is subject to City Council approval.

10.0 Submission of EOI&Q Proposals

- 10.1 Interested parties shall submit 10 bound copies and 1 unbound copy of their Proposal enclosed and sealed in an envelope clearly marked “EOI&Q No. 893-2007 Indoor Water Park” and the Proponent’s name and address to:

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

- 10.2 The deadline for sealed EOI&Q Submissions is:

**4:00 PM, Winnipeg Time
Friday, February 29, 2008**

- 10.3 EOI&Q submissions determined by the Manager of Materials to have been received later than the EOI&Q deadline will not be accepted and returned upon request.

The Contract Administrator or the Manager of Materials may extend the submission deadline by issuing an Addendum at any time prior to the Submission Deadline in accordance with Section 11.4.

EOI&Q’s submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

EOI&Q’s will not be opened publicly.

11.0 General Conditions

11.1 No Contract

This is an inquiry only. By submitting an EOI&Q Proposal and participating in the process as outlined in this EOI&Q, Proponents expressly agree that no contract of any kind is formed under, or arises from this EOI&Q and that no legal obligations will arise.

11.2 Proponent's Costs and Expenses

Proponents are solely responsible for their own costs and expenses in preparing and submitting an EOI&Q Proposal and participating in the request for EOI&Q including the provision of any additional information or attendance at meetings.

11.3 Ownership of Proposals

The City will be entitled to retain all Proposals in response to this request for EOI&Q without pay or compensation. However, the site plan if provided, floor plan, exterior perspective, and other information provided as part of the design concept will be used for evaluation purposes only. Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) and that any documents or other records provided to the City may, by law, be subject to disclosure.

11.4 Right to Alter

The City of Winnipeg reserves the right to at any time prior to the Proposal deadline, issue Addenda correcting errors, discrepancies or omissions, alter any of the conditions and criteria outlined in this EOI&Q, or clarify the meaning or intent of any of the provisions therein, by posting Addenda on Bid Opportunity page at the City of Winnipeg, Corporate Finance, Material Management Branch internet website at <http://www.winnipeg.ca/matmgt/bidopp.asp> .

The Proponent is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Branch internet site for Addenda regularly and shortly before the submission deadline.

11.5 Good Faith Declaration

The Proponent declares that, in submitting its EOI&Q Proposal, it does so in good faith and that to the best of its knowledge no member of Council or any officer or employee of the City would have any pecuniary interest, direct or indirect, should the Proponent be awarded a contract for the design, construction, and/or management of the indoor water park.

11.6 Confidentiality

Information provided to a Proponent by the City, or acquired by way of further enquiries or through investigation, **is strictly confidential**. Such information shall not be used or disclosed by the Proponent in any way without the prior written authorization of the City.

The Proponent shall **not** make any statement of fact or opinion regarding any aspect of the EOI&Q to the media or to any member of the public without the prior written authorization of the Director of the Planning, Property and Development Department.

Disclosure of the details of the successful Proposal by a Proponent is the sole responsibility of the Council of the City of Winnipeg, or its Designated Authority. The City may be obligated to disclose the name of the successful Proponent and amount of City funding after approval by the Standing Policy Committee on Property & Development and / or the execution of the Funding and Public Access Agreements.

11.7 Compliance with Legislation

Proponents must respect all legislation governing their industry of activity and those of the parties to their business offering. Applicable legislation would include, but is not limited to, current municipal, provincial, federal and international laws governing regulations and licensing requirements enacted for the duration of this project.

11.8 All enquiries should be directed to:

Contract Administrator
David Marsh AICP MCIP
Enhanced Land Marketing Program Administrator
Real Estate Division
Planning, Property and Development Department
2nd Floor, 65 Garry Street
Winnipeg, Manitoba
R3C 4K4
Tel: (204) 986-6306
Fax: (204) 944-8476
Email: dmars@winnipeg.ca

12.0 Enquires

- 12.1 All enquiries shall be directed to the Contract Administrator identified in Section 11.8.
- 12.2 If the Bidder finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- 12.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- 12.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

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- 12.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- 12.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to Section 12.1 unless that response or interpretation is provided by the Contract Administrator in writing.

List of Figures:

Schedule "A"	Facility Design & Components Parameters
Schedule "B"	Public Access Agreement Parameters
Schedule "C"	EOI&Q Evaluation Parameters

Winnipeg, Manitoba January 23, 2008

Schedule “A” - Facility Design & Components Parameters

- A1. The indoor water park facility is expected to occupy a minimum footprint of 60,000 square feet with a capacity of approximately 600 persons, and is to be adjacent to or in immediate proximity of major transportation and transit routes. Within the identified facility size, the following are the **minimum** components that the facility must have:
- a. Public entrance, lobby, reception and change rooms consisting of male, female and family change rooms.
 - b. One wave pool of up to 5,000 square feet.
 - c. One lazy river with a minimum 100 foot run and a symbiotic relationship with other components.
 - d. One swirl pool with an approximately 30 person capacity or two swirl pools, one adult focused and one child focused each with an approximately 15 person capacity.
 - e. One children’s activity pool/water play zone of approximately 2000 square feet.
 - f. Three to five water slides, with a minimum of one tube slide, and two to four body slides.
 - g. Viewing towers.
 - h. Master Blaster (water coaster) or equivalent.
 - i. Corkscrew (vortex) slide or equivalent.
 - j. Surf Rider (deep water sheet wave attraction) or equivalent.
- A2. Additional amenities such as fitness areas or arcades will not be considered to be included in areas to meet the identified minimum facility size of 60,000 square feet.

Schedule “B” - Public Access Agreement Parameters

- B1. The proponent is required to enter into a formal Public Access Agreement satisfactory to the City’s Chief Administrative Officer, which recognizes the contribution of public funds in the construction of the facility. The Agreement shall be in effect for 25 years and include the following terms to ensure the overall community benefit of the facility:
- a. Daily guaranteed hours for public access to the facility.
 - b. A maximum of 14 closure days for annual maintenance or repairs.
 - c. The proponent shall provide the City of Winnipeg, on an annual basis, admissions and/or in-kind services totaling 10% of City’s overall investment to the project.
 - d. The proponent is not required to accept free or discounted admissions provided to the public by the City of Winnipeg on recognized holidays or holiday weekends.
 - e. The proponent is required to provide annual reporting to the City of Winnipeg on public access requirements including number of facility visits, operating hours, closures, etc.
 - f. The City of Winnipeg will not provide operating dollars to support public access to the facility.

Schedule “C” - EOI&Q Evaluation Parameters

C1. EOI&Q Proposals will be evaluated on the basis of broad financial, operational, recreational, and strategic merit to the City, and according to the following primary and secondary criteria:

a. Primary Criteria:

1. Completeness of the EOI&Q Proposal, that is, provision of all of the components identified in Sections 3 through 7;
2. Expertise of the members of the Proponent’s Team;
3. Experience of the members of the Proponent’s Team;
4. Conformance with the Facility Design & Components listed in Schedule “A”;
5. Conformance with the Public Access Agreement Parameters listed in Schedule “B”;
6. Conformance with Plan Winnipeg & Zoning By-Laws;
7. Overall Facility & Architectural Design, Site Plan, and strength of design concept;
8. Strength of the site development Proposal, including Project location;
9. Access to major transportation routes, transit, and parking;
10. Integration with surrounding properties and neighbourhood;
11. Financial Costs and Benefits to the City of Winnipeg;
12. Utilization of environmentally-friendly practices in construction, and promotion of energy-efficiency in operations;
13. Conformance with the City of Winnipeg’s Universal Design Policy and Universal Design Standards.

b. Secondary Criteria:

1. Greenspace and landscaping;
2. Utilities and Infrastructure Servicing.