



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 200-2009B

**INNOVATIVE OPTIONS IN DESIGNING, BUILDING, FINANCING AND
MAINTENANCE OF FOUR FIRE PARAMEDIC STATIONS**

Proposals shall be submitted to:

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

In accordance with B18 and B27

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
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PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Purpose	1
B3. Project Overview	1
B4. Project Objectives	2
B5. RFP Objective	2
B6. RFP Process	2
B7. Site Investigation	3
B8. Enquiries	3
B9. Confidentiality	4
B10. Substitutes	4
B11. Good Faith Declaration	5
B12. Non-Disclosure	5
B13. No Collusion	5
B14. No Lobbying	6
B15. Addenda	6
B16. Opening of Proposals and Release of Information	6

STAGE 1

B17. Submission Deadline	6
B18. Submission Instructions	7
B19. Proposal Submission	7
B20. Proposal Format	7
B21. Proposal (Tab A)	8
B22. Proposed Site(s) (Tab B)	8
B23. Costs (Tab C)	9
B24. Conceptual Facility Design (Tab D)	9
B25. Evaluation of Proposals	9

STAGE 2

B26. Submission Deadline	10
B27. Submission Instructions	11
B28. Proposal Submission	11
B29. Proposal Format	11
B30. Offer to Lease (Tab E)	12
B31. Facility Design and Illustrations (Tab F)	12
B32. LEED Silver Certification Program and Process (Tab G)	12
B33. Financial Capacity (Tab H)	12
B34. Evidence of Eligibility for Performance Security (Tab I)	13
B35. Evaluation of Proposals	13

General

B36. Qualification	15
B37. Irrevocable Offer	16
B38. Withdrawal of Offers	16
B39. Bidder's Costs and Expenses	16
B40. Interviews	17
B41. Negotiations	17
B42. Specimen Lease	17
B43. Award of Contract	17

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS	1
General	1
D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	2
D6. Confidentiality and Ownership of Information	2
D7. Notices	2
Submissions	2
D8. Authority to Carry on Business	2
D9. Safe Work Plan	3
D10. Insurance	3
D11. Performance Security	4
D12. Detailed Work Schedule	4
Schedule of Work	5
D13. Commencement	5
D14. Substantial Performance	5
D15. Total Performance	6
D16. Liquidated damages	6
Control of Work	6
D17. Job Meetings	6
D18. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	7
Measurement and Payment	7
D19. Payment	7
Warranty	7
D20. Warranty	7
Form H1: Performance Bond	8
Form H2: Irrevocable Standby Letter of Credit	10
PART E - SPECIFICATIONS	1
General	1
E1. Applicable Specifications and Drawings	1
General Requirements	1
E2. Site Selection Criteria	1
E3. Program of Requirements	1
APPENDIX A – Regional Geographic Boundaries for Development	1
APPENDIX B – Detailed Specifications for Suburban Fire Paramedic Stations	2
APPENDIX C – Program of Requirements	3
APPENDIX D – Offer to Lease	4

FORM A: PROPOSAL
(See B21)

1. Contract Title INNOVATIVE OPTIONS IN DESIGNING, BUILDING, FINANCING AND MAINTENANCE OF FOUR FIRE PARAMEDIC STATIONS

2. Bidder

Name of Bidder

Street

City

Province

Postal Code

Facsimile Number

(Mailing address if different)

Street or P.O. Box

City

Province

Postal Code

The Bidder is:

(Choose one)

a sole proprietor

a partnership

a corporation

carrying on business under the above name.

3. Contact Person

The Bidder hereby authorizes the following contact person to represent the Bidder for purposes of the Proposal.

Contact Person

Title

Telephone Number

Facsimile Number

4. Definitions

All capitalized terms used in the Contract shall have the meanings ascribed to them in the General Conditions and D3.

5. Offer

The Bidder hereby offers to perform the Work in accordance with the Contract for the Price(s), in Canadian funds, set out in the submitted Proposal.

6. Execution of Contract

The Bidder agrees to execute and return the Contract no later than seven (7) Calendar Days after receipt of the Contract, in the manner specified in C4.

7. Commencement of the Work The Bidder agrees that no Work shall commence until he is in receipt of a notice of award from the Award Authority authorizing the commencement of the Work.

8. Contract The Bidder agrees that the Request for Proposal in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Proposal.

9. Addenda The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:

No.	_____	Dated	_____
	_____		_____
	_____		_____

10. Time This offer shall be open for acceptance, binding and irrevocable for a period of one-hundred and eighty (180) Calendar Days following the Submission Deadline.

11. Signatures The Bidder or the Bidder's authorized official or officials have signed this _____ day of _____, 20_____.

Signature of Bidder or Bidder's Authorized Official or Officials

(Print here name and official capacity of individual whose signature appears above)

(Print here name and official capacity of individual whose signature appears above)

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 INNOVATIVE OPTIONS IN DESIGNING, BUILDING, FINANCING AND MAINTENANCE OF FOUR FIRE PARAMEDIC STATIONS

B2. PURPOSE

B2.1 The Request for Proposals (RFP) contained herein documents the City of Winnipeg's (City) invitation to organizations (Bidders) to present Proposals in accordance with the requirements identified in this RFP for the development and operation of up to four (4) newly developed Fire Paramedic Stations ("the Project" or "WFPS Station") for the Winnipeg Fire Paramedic Service (WFPS). Specifically, the City is requesting submissions from private sector firms, individually or in consortium, for:

- (a) design, construction (inclusive of site work), and/or lease (inclusive of select operations and maintenance);
- (b) construction (inclusive of site work), and/or lease (inclusive of select operations and maintenance);

of up to four (4) 750-930 square metre (8,000-10,000 square foot) facilities for the purpose of providing fire and paramedic service operations. The purpose of this RFP is to select a Bidder capable of meeting the WFPS requirements in a cost effective and timely manner.

B3. PROJECT OVERVIEW

B3.1 The WFPS underwent a facilities condition audit in 2005. This audit determined that a number of our facilities were reaching the end of their useful life, and were due for replacement. Addressing the needs identified by the audit is one of the key goals of the WFPS. As well, our community continues to grow and change, and we must adapt in order to ensure WFPS can continue to meet our target response times.

B3.2 The WFPS is keenly aware of the importance of this initiative to City of Winnipeg Council (Council) and to citizens. We are sensitive to the need, in difficult economic times, to seek the best possible value. Above all, as always, the safety of Winnipeggers is our primary goal.

B3.3 The subject of this RFP, the new Fire Paramedic Stations, will replace the existing Fire Paramedic Station at 5000 Roblin Boulevard and provide three (3) new Fire Paramedic Stations; one each in the vicinity of Waverly Street/Kenaston Boulevard & Grant Avenue, Bishop Grandin Boulevard and Lagimodiere Boulevard and Portage Avenue & Berry Street, as indicated in Table 1 – Section Details.

B3.3.1 The Fire Paramedic Stations located at 5000 Roblin Boulevard, Waverly Street/Kenaston Boulevard & Grant Avenue, and Bishop Grandin Boulevard and Lagimodiere Boulevard will be Suburban Stations and shall be constructed in accordance with APPENDIX B – Detailed Specifications for Suburban Fire Paramedic Stations.

B3.3.2 The Fire Paramedic Station located in the vicinity of Portage Avenue & Berry Street will be a Core Station and will be constructed in accordance with the program of requirements and design criteria found in APPENDIX C – Program of Requirements.

TABLE 1 – SECTION DETAILS

SECTION NO.	DESCRIPTION	SUBMISSION REQUIREMENTS (TAB)
SECTION A.	One Suburban Fire Paramedic Station in the Vicinity of 5000 Roblin Boulevard	Phase 1 - Tab A and Tab C Phase 2 – Tab E, Tab H, Tab I
SECTION B.	Two Suburban Fire Paramedic Stations - one in the vicinity of Grant Avenue and Waverley Street; and - one in the vicinity of Bishop Grandin Boulevard and Lagimodiere Boulevard	Phase 1 - Tab A, Tab B and Tab C Phase 2 – Tab E, Tab H, Tab I ** separately for each location
SECTION C.	One Core Fire Paramedic Station in the vicinity of Portage Avenue and Berry Street	Phase 1 - Tab A, Tab B, Tab C and Tab D Phase 2 – Tab E, Tab F, Tab G, Tab H and Tab I

B3.4 Upon completion, each newly developed Fire Paramedic Station, **at the City's option**, may be leased to the City as tenant. Proposals must include lease rate(s), as defined in APPENDIX D – Offer to Lease, for a ten (10) year term as well as provision for two ten (10) year renewal options (total potential term of 30 years). In addition, all Bidders are required to specify leasehold improvement allowances to be provided in each of years seven (7), fourteen (14), and twenty-one (21) from the commencement of the lease term. Finally, Bidders must specify purchase (buyout) options exercisable at the discretion of the City at the end of construction (Total Performance), the end of year ten (10) of the initial lease term, the end of year twenty (20) of the lease term, and the end of year thirty (30) of the lease term.

B4. PROJECT OBJECTIVES

B4.1 The objectives of the Project are to:

- (a) Provide up to four (4) new Fire Paramedic Stations that meet all the operational needs of the WFPS;
- (b) Obtain competitively priced facilities; and
- (c) Utilize private sector innovation and expertise to achieve implementation in a timely manner.

B4.2 It is anticipated that this Private-Public Partnership will create a linkage between the valued fire paramedic services required by the citizens of Winnipeg and an effective and efficient process for acquiring the assets necessary for the delivery of those services.

B5. RFP OBJECTIVE

B5.1 The objective of this RFP is to obtain accurate, complete, and comprehensive Proposals for the Project that meet all requirements as contained in this RFP. Proposals should be clearly understandable and all uncertainties should be reasonably qualified and documented.

B6. RFP PROCESS

B6.1 The City has concluded the evaluations of the first stage of the procurement process for the Project, the RFQ.

- B6.2 In accordance with B13.1 of the RFQ, up to six (6) Proponents from the RFQ stage, by way of this RFP, are being invited to submit detailed proposals. The RFP will include two submission stages. The City will evaluate the detailed proposals for Stage 1.
- B6.2.1 Notwithstanding B13.2 of the RFQ, the City has determined that it will select no more than four (4) Bidders to participate in Stage 2 of the RFP process.
- B6.3 After Stage 2 Submission, the City will evaluate the Proposals and select the preferred Bidder(s) for the purposes of concluding the Contract(s).
- B6.4 An honorarium for proposal development costs of \$2,000.00 will be paid to each of the unsuccessful Bidders, who have submitted a responsive proposal, for Section C - the Core Station described in B3.3.2, to the 1st Stage of the RFP and have agreed to transfer to the City all intellectual property rights (including waiving of moral rights) contained within the Bidder's proposal.
- B6.5 An honorarium for proposal development costs of \$5,000.00 will be paid to each of the unsuccessful Bidders who have submitted a responsive proposal, for Section C - the Core Station described in B3.3.2, to the 2nd Stage of the RFP and have agreed to transfer to the City all intellectual property rights (including waiving of moral rights) contained within the Bidder's proposal.
- B6.6 The preferred Bidder(s) for Section C will not be paid an honorarium.
- B6.7 In the event that the City cancels the current procurement process for any reason, after issuance of the RFP, and after Bidders have incurred significant costs developing their proposals for Section C - the Core Station described in B3.3.2, the City will pay a Break Payment to each such Bidder of up to \$5,000.00 for proposal development costs provided that the Bidder first submits its proposal development work together with a transfer of all intellectual property rights (including waiver of moral rights).
- B6.8 The amount of the Break Payment will be proportionate to the amount of work completed for the RFP procurement process with maximum possible entitlement where cancellation occurs after final proposals have been submitted at the end of the RFP process.
- B6.9 Upon completion of the RFP, the City's Project Team intends to provide Council with a recommendation for award of the Contract. Award of the Contract to the recommended Bidder will be subject to final approval by Council.

B7. SITE INVESTIGATION

- B7.1 Further to C3.1, the Bidder may make an appointment to view the existing Site, at 5000 Roblin Boulevard, by contacting the Contract Administrator.
- B7.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.
- B7.3 The Bidder is responsible for determining:
- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
 - (b) the nature of the surface and subsurface conditions at the Site;
 - (c) all other matters which could in any way affect his Proposal or the performance of the Work.

B8. ENQUIRIES

- B8.1 All enquiries shall be directed, in writing, to the Contract Administrator identified in D4.1.

- B8.2 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.
- B8.3 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.
- B8.4 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.
- B8.5 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.
- B8.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B8 unless that response or interpretation is provided by the Contract Administrator in writing.

B9. CONFIDENTIALITY

- B9.1 Information provided to a Bidder by the City, or by a Bidder to the City, or acquired by a Bidder by way of further enquiries or through investigation is strictly confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator, or of the Bidder.
- B9.2 The Bidder 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 Contract Administrator. Participants in the process shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada).
- B9.3 Further, the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba). To the extent permitted, the City will treat all submissions to this Request for Proposal as confidential, however Bidders are advised that any information contained in any submission will be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law. The City will have the right to make copies of the submissions for its internal review processes and to provide copies to its staff and external advisors.

B10. SUBSTITUTES

- B10.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B10.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B10.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B10.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;

- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B10.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B10.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B10.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B10.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B10.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his cost upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B25.

B10.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B10.10 Notwithstanding B10.2 to B10.9 and in accordance with B18.4, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B25.

B11. GOOD FAITH DECLARATION

B11.1 The Bidder declares that, in submitting its 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 Bidder enter into an agreement with the City for the Project.

B12. NON-DISCLOSURE

B12.1 Bidders must not disclose any details pertaining to their RFP and the selection process in whole or in part to anyone not specifically involved in their Proposal, without the prior written approval of the City. Bidders shall not issue a news release or other public announcement pertaining to details of their Proposal or the selection process without the prior written approval of the City.

B12.2 Bidders are advised that an attempt on the part of any Bidder or any of its employees, agents, contractors or representatives to contact any members of Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFP solicitation, may lead to disqualification.

B13. NO COLLUSION

B13.1 Upon making a Submission to this RFP, each Bidder shall declare that they have not participated in any collusive scheme or combine.

B13.2 Bidders must ensure that their participation in this RFP is conducted without collusion or fraud on their part or any of their team. Bidders and their team members shall not engage in discussions or other communications with any other Bidder or their team members regarding the preparation or submission of their responses to this RFP. Breach of this provision may result in disqualification from the RFP process or, if the City becomes aware of your breach of this provision after the award of Contract, may result in termination for breach.

B14. NO LOBBYING

B14.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFP process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFP process or, if the City becomes aware of your breach of this provision during evaluation, disqualification from the evaluation process.

B15. ADDENDA

B15.1 The 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.

B15.2 The 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.

B15.2.1 Addenda will be issued to all Bidders. Further, all addenda will be posted to the Fire Paramedic Station ftp site (link will be provided in Addendum 1, if required).

B15.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B16.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

STAGE 1

B17. SUBMISSION DEADLINE

B17.1 The Submission Deadline, for Stage 1 Proposals, is 4:00 p.m. Winnipeg time, March 29, 2010..

B17.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B17.3 The 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 B17.1.

B18. SUBMISSION INSTRUCTIONS

- B18.1 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B18.2 All components of the Proposal(s) shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B18.3 Bidders are advised not to include any information/literature except as requested in accordance with B19.1.
- B18.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B25.1(a).
- B18.5 The Proposal(s) should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B18.5.1 Samples or other components of the Proposal(s) which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B18.6 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B18.7 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B19. PROPOSAL SUBMISSION

- B19.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Tab A) – One Form A: Proposal must accompany each Proposal;
 - (b) Proposed Site(s) (Tab B) – For Sections B and C;
 - (c) Costs (Tab C) – For All Sections;
 - (d) Conceptual Facility Design (Tab D) – For Section C.

B20. PROPOSAL FORMAT

- B20.1 Bidders should submit one (1) unbound original (marked "original") and eight (8) copies, plus one (1) copy in an MS Office compatible electronic format on a standard CD or DVD. If there is any discrepancy between the electronic version and the unbound original hard copy, the original hard copy shall take precedence.
- B20.2 Each requirement should be addressed under a separate Tab clearly marked in accordance with B19.1.
- B20.3 Responses under each Tab should contain no more than fifty (50) pages (standard 8.5 x 11) using a 12 pt font. Any graphics included should be contained within the specified number of pages.
- B20.4 The City reserves the right to make additional copies of all Submissions for the evaluation process and to provide such copies to its staff.

B21. PROPOSAL (TAB A)

- B21.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B21.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B21.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B21.2.
- B21.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B21.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his 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.
- B21.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B21.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B22. PROPOSED SITE(S) (TAB B)

- B22.1 With the exception of 5000 Roblin Blvd.(Section A), the Bidder shall submit details of all Site(s) proposed for each WFPS Station on which they are submitting a Proposal, which shall include at minimum:
- (a) Bidder's specific legal, contractual or other defined interest in the Site(s);
 - (b) the location of proposed Site(s) relative to the Regional Geographic Boundaries for Development identified in the RFQ, and provided as APPENDIX A – Regional Geographic Boundaries for Development;
 - (c) accessibility of the Site(s) including proximity to regional streets and public transportation;
 - (d) the size of the Site(s) and the ability to accommodate the WFPS Station(s) design being proposed for the Site(s);
 - (e) details of any proposed land exchange(s); and
 - (f) details of any zoning variance or Plan Winnipeg Amendment that may be required for the Site(s).

B22.2 Bidders are invited to submit more than one Site for each WFPS Station. Bidders shall submit a separate Tab B for each Site within their Proposal. Each Site will be evaluated separately.

B23. COSTS (TAB C)

B23.1 The Bidder shall submit:

- (a) preliminary Construction Costs per square foot (for All Sections); and
- (b) the firm purchase price of Land to the City, firm for 120 days (for Sections B & C).

B24. CONCEPTUAL FACILITY DESIGN (TAB D)

B24.1 The Bidder shall submit the conceptual design for Section C. The design will reflect:

- (a) the Program of Requirements APPENDIX C – Program of Requirements;
- (b) the other requirements in the RFP for the building(s) and the space(s).

B24.1.1 The Bidder shall submit information on the conceptual direction and strategies to achieve the design of the Project. Sufficient information should be provided to convey the design for evaluation, eg 10% design.

B24.2 Bidders are invited to submit more than one Conceptual Facility Design. Bidders shall submit a separate Tab C, Costs for each Conceptual Facility Design within their Proposal. Each Conceptual Facility Design will be evaluated separately.

B25. EVALUATION OF PROPOSALS

B25.1 Evaluation shall be based on the following criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail)
- (b) further qualification of the Bidder and the Subcontractors, where requested, pursuant to B36 (pass/fail)
- (c) mandatory and weighted criteria as indicated in the following table

TABLE 2 - PHASE 1 EVALUATION DETAILS

SECTION NO.	DESCRIPTION	EVALUATION CRITERIA	WEIGHT
SECTION A.	One Suburban Fire Paramedic Station in the Vicinity of 5000 Roblin Boulevard	Tab A - Form A: Proposal Tab C - Costs	Pass/Fail 100%
SECTION B.	Two Suburban Fire Paramedic Stations - one in the vicinity of Grant Avenue and Waverley Street; and - one in the vicinity of Bishop Grandin Boulevard and Lagimodiere Boulevard	Tab A – Form A: Proposal Tab B - Proposed Sites Tab C - Costs	Pass/Fail 50% 50%

TABLE 2 - PHASE 1 EVALUATION DETAILS

SECTION NO.	DESCRIPTION	EVALUATION CRITERIA	WEIGHT
SECTION C.	One Core Fire Paramedic Station in the vicinity of Portage Avenue and Berry Street	Tab A - Form A: Proposal	Pass/Fail
		Tab B – Proposed Sites	50%
		Tab C - Costs	35%
		Tab D – Conceptual Facility Design	15%

B25.2 Further to B25.1(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.

B25.3 Further to B25.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not further demonstrate, where requested, that he is responsible and qualified.

B25.4 Further to B25.1(c):

- (a) Proposed Site(s)(Tab B) will be evaluated considering the information submitted under Tab B, and the degree to which the Site(s) is conducive to the performance and response time of WFPS, including the safety and ease of access and egress for WFPS equipment, site suitability (topography, drainage, availability of utilities, etc), location relative to boundaries identified in APPENDIX A – Regional Geographic Boundaries for Development, and overall impact to the neighbourhood;
- (b) Cost (Tab C) will be evaluated considering the information submitted under Tab C; and
 - (i) for the purpose of evaluation, financial implications of any land exchange(s) proposed under B22.1(e) will be determined by the City;
 - (ii) for the purpose of evaluation, the City will add all costs associated with median openings and other services required to accommodate access and egress to the proposed Site(s).
- (c) Conceptual Facility Design (Tab D) will be evaluated considering the information submitted under Tab D, and the degree to which the design conforms to and exceeds the requirements of APPENDIX C – Program of Requirements.

STAGE 2

B26. SUBMISSION DEADLINE

B26.1 The Submission Deadline, for Stage 2 Proposals, will be determined and communicated to the short-listed Bidders after the Evaluation of Stage 1 Proposals.

B26.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B26.3 The 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, as communicated to the short-listed Bidders after the evaluation of Stage 1 Proposals.

B27. SUBMISSION INSTRUCTIONS

- B27.1 All components of the Proposal(s) shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B27.2 Bidders are advised not to include any information/literature except as requested in accordance with B28.1.
- B27.3 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B35.1(a).
- B27.4 The Proposal(s) should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B27.4.1 Samples or other components of the Proposal(s) which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B27.5 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B27.6 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B28. PROPOSAL SUBMISSION

- B28.1 The Proposal shall consist of the following components:
- (a) Offer to Lease (Tab E) ;
 - (b) Facility Design and Illustrations (Tab F)
 - (c) LEED Silver Certification Program and Process (Tab G);
 - (d) Financial Capacity (Tab H)
 - (e) Evidence of Eligibility for Performance Security (Tab I).

B29. PROPOSAL FORMAT

- B29.1 Bidders should submit one (1) unbound original (marked "original") and eight (8) copies, plus one (1) copy in an MS Office compatible electronic format on a standard CD. If there is any discrepancy between the electronic version and the unbound original hard copy, the original hard copy shall take precedence.
- B29.1.1 Notwithstanding B29.1 Bidders may submit one copy of illustration boards, mock ups, or full size drawings.
- B29.2 Each requirement should be addressed in a separate section (Tab) clearly marked in accordance with B28.1.
- B29.3 Each section should contain standard 8.5 x 11 pages using a 12 pt font.
- B29.4 The City reserves the right to make additional copies of all Submissions for the evaluation process and to provide such copies to its staff.

B30. OFFER TO LEASE (TAB E)

- B30.1 The Bidder shall submit a fully completed Offer to Lease (see APPENDIX D – Offer to Lease).
- B30.2 The Bidder must complete the Offer to Lease using the full legal name of the Bidder, as Landlord.
- B30.3 The Offer to Lease must be signed by the Bidder or a duly authorized officer or agent who has the authority to bind the Bidder.
- B30.4 All pages of the Offer to Lease submission except for the signing page shall be initialled by the same person who has signed the Offer to Lease signing page. If a duly authorized agent of the Bidder is submitting the Proposal, enclose in the Proposal written evidence of the agent's appointment by the Bidder and the agent's authority to submit the Proposal on the Bidder's behalf.
- B30.5 Any forthcoming Lease Agreement, subject to acceptance by Council or its delegate, shall include the terms and conditions as provided for in the Offer to Lease and shall be in a form satisfactory to the City Solicitor.

B31. FACILITY DESIGN AND ILLUSTRATIONS (TAB F)

- B31.1 The Bidder shall provide the preliminary design(s) for Section C. The design(s) will reflect the Program of Requirements APPENDIX C – Program of Requirements, and the other requirements in the RFP for the building(s) and the space(s).
- B31.2 The City suggests at a minimum:
- (a) graphic images which illustrate the contemplated design and demonstrate conceptual ideas;
 - (b) two minimum 30" x 42" illustration boards of coloured renderings, graphic images, text etc.;
 - (c) one set of 11" x 17" reproductions of the illustrations submitted in B31.2(b) to remain with the City;
 - (i) the choice of media for presentation of the graphic images is at the option of the Bidder; and
 - (d) a space program for the room data/specification sheets providing an overview of the materials/equipment and other aspects of the spaces.
- B31.3 The successful Bidder for each Site will be required to provide a 3D model within thirty (30) Calendar Days of award of Contract.

B32. LEED SILVER CERTIFICATION PROGRAM AND PROCESS (TAB G)

- B32.1 The Request for Qualifications briefly described the requirement for the Project to be delivered to achieve a LEED Silver Certification.
- B32.2 At this stage, the Bidder shall submit information on their process for the delivery of the Project to achieve the certification. The Proposal should include information on the initiatives and related points that their design may potentially be pursuing to meet the requirements for the process and eventual certification.

B33. FINANCIAL CAPACITY (TAB H)

- B33.1 The Bidder shall submit:
- (a) the amount, in Canadian dollars, of all equity financing the Bidder will contribute to the Project. For the purposes of this RFP, equity financing is defined as funding where neither the Project, nor any other assets are required to secure the contributed funding with a third party;

- (b) the amount, in Canadian dollars, of all debt financing required to complete the Project; and
- (c) letter(s) of reference from financial institution(s)/lender(s) indicating a willingness to provide all associated debt financing.

B34. EVIDENCE OF ELIGIBILITY FOR PERFORMANCE SECURITY (TAB I)

B34.1 The Bidder shall submit evidence of their ability to provide a Performance Security in accordance with D11, in the following form:

- (a) a letter from a Surety registered to conduct the business of a surety in Manitoba undertaking to become bound as Surety for the Bidder; or
- (b) a letter of undertaking from a bank or other financial institution registered to conduct business in Manitoba, agreeing to provide in your favour an irrevocable Standby Letter of Credit or a Certified Cheque of Bank Draft in an amount equal to fifty percent (50%) of the Purchase Price for total ownership upon Total Performance (identified in Section R of APPENDIX D – Offer to Lease), for the due and proper performance of the Work shown and described in the RFP.

B35. EVALUATION OF PROPOSALS

B35.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail)
- (b) further qualification of the Bidder and the Subcontractors, where requested, pursuant to B36 (pass/fail)
- (c) mandatory and weighted criteria as indicated in the following table

TABLE 3 - PHASE 2 EVALUATION DETAILS

SECTION NO.	DESCRIPTION	SUBMISSION REQUIREMENTS (TAB)	
SECTION A.	One Suburban Fire Paramedic Station in the Vicinity of 5000 Roblin Boulevard	Tab E – Offer to Lease	100%
		Tab H – Financial Capacity	Pass/Fail
		Tab I – Ability to secure Performance Security	Pass/Fail
SECTION B.	Two Suburban Fire Paramedic Stations - one in the vicinity of Grant Avenue and Waverley Street; and - one in the vicinity of Bishop Grandin Boulevard and Lagimodiere Boulevard	Tab B – Proposed Site(s)	65%
		Tab E – Offer to Lease	35%
		Tab H – Financial Capacity	Pass/Fail
		Tab I – Ability to secure Performance Security	Pass/Fail
		• separately for each location	

TABLE 3 - PHASE 2 EVALUATION DETAILS

SECTION NO.	DESCRIPTION	SUBMISSION REQUIREMENTS (TAB)												
SECTION C.	One Core Fire Paramedic Station in the vicinity of Portage Avenue and Berry Street	<table border="0"> <tr> <td>Tab B – Proposed Site(s)</td> <td>35%</td> </tr> <tr> <td>Tab E – Offer to Lease</td> <td>35%</td> </tr> <tr> <td>Tab F – Facility Design and Illustrations</td> <td>25%</td> </tr> <tr> <td>Tab G – LEED Silver Certification Program and Process</td> <td>5%</td> </tr> <tr> <td>Tab H – Financial Capacity</td> <td>Pass/Fail</td> </tr> <tr> <td>Tab I – Ability to secure Performance Security</td> <td>Pass/Fail</td> </tr> </table>	Tab B – Proposed Site(s)	35%	Tab E – Offer to Lease	35%	Tab F – Facility Design and Illustrations	25%	Tab G – LEED Silver Certification Program and Process	5%	Tab H – Financial Capacity	Pass/Fail	Tab I – Ability to secure Performance Security	Pass/Fail
Tab B – Proposed Site(s)	35%													
Tab E – Offer to Lease	35%													
Tab F – Facility Design and Illustrations	25%													
Tab G – LEED Silver Certification Program and Process	5%													
Tab H – Financial Capacity	Pass/Fail													
Tab I – Ability to secure Performance Security	Pass/Fail													

B35.2 Further to B35.1(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.

B35.3 Further to B35.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not further demonstrate, where requested, that he is responsible and qualified.

B35.4 Further to B35.1(c)

- (a) evaluation of Proposed Site(s) from Stage 1 will be applied proportionately to Stage 2;
- (b) the Offer to Lease will be evaluated considering the lease rate(s), allowances and purchase options and the extent to which the proposed lease complies with the City standard provided as APPENDIX D – Offer to Lease;
 - (i) The Lease Rate(s), Allowances and Purchase Options will be evaluated considering the information submitted under Tab E, which calculation will utilize discounted cash flow (net present value) and will attribute the highest points to the most financially beneficial offer to City;
 - (ii) financial implications of any land exchange(s) proposed under B22.1(e) will be determined by the City and amortized over the lease term;
 - (iii) For the purpose of evaluation, the City will add all costs associated with median openings and other services required to accommodate access and egress to the proposed Site(s);
- (c) Facility Design and Illustrations will be evaluated considering the information submitted under Tab F, and the degree to which the design conforms to and exceeds the Program of Requirements APPENDIX C – Program of Requirements;
- (d) LEED Silver Certification and Process will be evaluated considering the information submitted under Tab G, the feasibility of the LEED Certification program and initiatives and the contribution of the program and initiatives towards LEED Silver Certification;
- (e) Financial Capacity will be evaluated considering the information submitted under Tab H, and its indication of the Bidder's financial ability to complete the Project, equity contribution to the Project, borrowing capacity, appropriate financial references, etc;
- (f) the Award Authority may reject any Proposal submitted by a Bidder who does not provide evidence of Eligibility for Performance Security in accordance with B34.

B35.5 This Contract may be awarded as a whole or separately by WFPS Station.

- B35.5.1 The Bidder may, but is not required to bid on all WFPS Stations.
- B35.5.2 The City shall not be obligated to award any WFPS Station to the responsible Bidder submitting the highest scoring evaluated responsive Bid for any WFPS Station and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all WFPS Stations, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract as a whole.
- B35.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B35.1(a) and B35.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

GENERAL

B36. QUALIFICATION

- B36.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B36.2 The Bidder and any proposed Subcontractor (for the portion of the Work 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 internet site at <http://www.winnipeg.ca/matmgt/debar.stm>.
- B36.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B36.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B36.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B36.6 Further to B36.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

B36.7 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B36.8 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B37. IRREVOCABLE OFFER

B37.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B37.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B38. WITHDRAWAL OF OFFERS

B38.1 A Bidder may withdraw his Proposal, for each Stage, without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline for that Stage.

B38.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B38.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B38.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B38.1.3(b), declare the Proposal withdrawn.

B38.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B37.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B39. BIDDER'S COSTS AND EXPENSES

B39.1 Bidders are solely responsible for their own costs and expenses in preparing and submitting a response to the RFP and participating in the RFP process, including the provision of additional information or attendance at meetings.

B40. INTERVIEWS

B40.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B41. NEGOTIATIONS

B41.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B41.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B41.3 If, in the course of negotiations pursuant to B41.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B42. SPECIMEN LEASE

B42.1 Within seven (7) Business Days of request from the Contract Administrator, a Specimen Lease in accordance with the terms and conditions set out in B30 Offer to Lease and incorporating any/all additional proposed terms and conditions of lease, and any special continuing property rights/requirements, shall be provided by the Bidder to the City.

B42.2 Acceptance of any Proposal and the associated lease terms and conditions as contained in a Specimen Lease does not constitute a binding agreement between the successful Bidder and the City. Rather, it constitutes an intent to enter into a Lease Agreement acceptable to the City Solicitor and Council or its delegate.

B43. AWARD OF CONTRACT

B43.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B43.1.1 The City reserves the right to cancel this RFP, or any Site included in this RFP, and to issue a subsequent RFP for the same or similar project.

B43.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B43.2.1 Without limiting the generality of B43.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B43.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

- B43.3.1** Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.
- B43.4** The City reserves the right to award a contract for all or part of the Project to a Bidder. Notwithstanding the foregoing, Bidders are advised that every negotiation pursuant to this RFP is subject to the approval of Council, or its delegate. If such approval(s) are not obtained in a timely manner, as determined by the City, the City will have no obligation or liability whatsoever to any Bidder in connection with or related to this RFP, except as determined in B6.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at http://www.winnipeg.ca/matmgt/gen_cond.stm

C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of:

- (a) design, construction (inclusive of site work), and/or lease (inclusive of select operations and maintenance);
- (b) construction (inclusive of site work), and/or lease (inclusive of select operations and maintenance);

of up to four (4) 750-930 square metre (8,000-10,000 square foot) facilities for the purpose of providing fire and paramedic service operations.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Break Payment**" means the amount determined by the City to be payable to each Bidder for wasted proposal development costs in the event that the procurement process is terminated by the City after issuance of this RFP at a time when the City recognizes that Bidders have expended significant time and effort preparing to respond to the RFP;
- (b) "**Commissioning Date**" means that date when construction of the contemplated project is complete, and the Maintenance Term commences;
- (c) "**Hand-back Date**" means the date at the end of the Maintenance Term when the Project shall cease to be subject to the care and custody of any successful private sector Bidder under the intended Contract so that possession and control of the Works shall revert entirely to the City;
- (d) "**LEED Silver Certifications**" means receiving 33-38 points in the Leadership in Energy and Environmental Design program, in accordance with the current LEED Canada NC Version (1.0 at the time of the RFP), following an independent review and an audit of selected credits.;
- (e) "**Maintenance Term**" means the period to be fixed in the Contract commencing on the Commissioning Date and continuing through to the Hand-back Date during which any Bidder successful in the RFP stage of this procurement process shall maintain the work of the Project in accordance with terms to be finalized in the Contract;
- (f) "**NFPA**" means National Fire Protection Association.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Reid Douglas
Deputy Chief, Support Services
Winnipeg Fire Paramedic Service

Telephone No. (204) 986-3555

Facsimile No. (204) 986-7920

Email: reiddouglas@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D7. NOTICES

D7.1 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor 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 Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan for each Site 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 C4.1 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 internet site at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D10. INSURANCE

- D10.1 The City of Winnipeg will consider various insurance options to address the innovative nature of response to this RFP. Further details may be negotiated after award based on the proposed innovations. To accommodate current City insurance practices, as well as options proposed, it may become necessary to purchase a separate portfolio of insurances for each of the four Fire Paramedic Stations.
- D10.2 Notwithstanding B9.1, the Contractor shall purchase and maintain, or cause to be purchased and maintained, the following minimum insurances until Total Performance:
- (a) Builder's Risk Insurance (Broad Form) including testing and commissioning, in the amount of one hundred percent (100%) of the total project cost; written in the name of the Contractor, the City of Winnipeg and all other contractors, sub-contractors, engineering and architectural consultants etc.; and said policy to remain in place at all times during the performance of the Work and until the date of Total Performance;
 - (b) Wrap-Up Liability Insurance in an amount of not less than 5 million dollars (\$5,000,000.00); written in the name of the Contractor, the City of Winnipeg and all other contractors, sub-contractors, engineering and architectural consultants etc; and said policy to include twenty-four (24) Months Completed Operations cover;
 - (c) Project Specific Professional Errors and Omissions Insurance, covering all Contractor's architects and engineers and other design professionals involved in the Project, in an amount not less than five million (\$5,000,000.00) per claim subject to a minimum five million (\$5,000,000.00) annual aggregate. Project specific professional errors and omissions insurance coverage shall include an extended reporting period of not less than thirty-six (36) months from Total Performance.
 - (d) Automobile Liability Insurance will be maintained throughout the Project on all vehicles owned, operated or licensed in the name of the Contractor in an amount of not less than five million dollars (\$5,000,000.00); the Contractor shall further require and ensure that each of its Subcontractors, consultants and sub-consultants engaged for the Project also maintains automobile liability insurance in an amount of not less than five million dollars (\$5,000,000.00);
 - (e) The Contractor, and all Subcontractors, consultants and sub-consultants engaged by the Contractor for the Project are responsible for insuring their own equipment and tools used on the Project;
 - (f) Any other insurances, carrying suitable limits and deductibles, as may be required to cover the scope of the Project;
- D10.3 The Contractor shall be responsible for payment of all premiums and deductibles. Deductible amounts will be disclosed to the City.
- D10.4 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba or as determined to be acceptable by the Contract Administrator in consultation with the Insurance Supervisor of the City of Winnipeg.
- D10.5 The Contractor shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City.

- D10.6 The Contractor shall provide written notice to the City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect.
- D10.7 Upon execution of the Contract, the Contractor shall provide the City with certificates of insurance evidencing wrap-up liability, professional liability, automobile liability and any other insurance that would be appropriate to obtain prior to commencement of construction. These certificates shall be in a form satisfactory to the City Solicitor and will stipulate that the City will be notified of cancellation or termination (endeavouring to notify the City will not be acceptable). Certified copies of the applicable policies will follow within 60 days of actual commencement of construction.
- D10.8 Prior to the actual commencement of construction the Contractor shall provide the City with certificates of insurance evidencing Builder's Risk insurance as well as all other insurances that have not been previously provided. These certificates shall be in a form satisfactory to the City Solicitor and will stipulate that the City will be notified of cancellation or termination (endeavouring to notify the City will not be acceptable). Certified copies of the applicable insurance policies will follow within 60 days of actual commencement of construction.
- D10.8.1 The certificate of insurance for the commercial general liability insurance must clearly state "operations to include demolition work", where demolition is required.
- D10.9 Should the City elect to lease Site(s) within the Project, the Insurance requirements for the lease period, for each Site being leased will be negotiated separately.

D11. PERFORMANCE SECURITY

- D11.1 The Contractor shall submit and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in an amount equal to fifty percent (50%) of the Purchase Price for total ownership upon Total Performance (identified in Section R of APPENDIX D – Offer to Lease), or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in an amount equal to fifty percent (50%) of the Purchase Price for total ownership upon Total Performance (identified in Section R of APPENDIX D – Offer to Lease), or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in an amount equal to fifty percent (50%) of the Purchase Price for total ownership upon Total Performance (identified in Section R of APPENDIX D – Offer to Lease).
- D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D11.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

D12. DETAILED WORK SCHEDULE

- D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site(s) but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D12.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work;

(b) a Gantt chart for the Work based on the C.P.M. schedule;
all acceptable to the Contract Administrator.

D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

D12.4 Further to D12.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D13.2 The Contractor shall not commence any Work on the Site until:

(a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D8;
- (ii) evidence of the workers compensation coverage specified in C6.15;
- (iii) the Safe Work Plan specified in D9;
- (iv) evidence of the insurance specified in D10;
- (v) the performance security specified in D11; and
- (vi) the detailed work schedule specified in D12.

(b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D13.4 The City intends to award each Contract by June 1, 2010.

D14. SUBSTANTIAL PERFORMANCE

D14.1 The Contractor shall achieve Substantial Performance for each location in accordance with the following requirements:

- (a) WFPS Station in Bishop Grandin Boulevard & Lagimodiere Boulevard area by March 1, 2011;
- (b) WFPS Station in the Portage Avenue & Berry Street area by August 31, 2011
- (c) WFPS Station in, Waverley Street / Kenaston Boulevard & Grant Avenue area, and at 5000 Roblin Boulevard by May 31, 2011.

D14.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D14.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance for each Site has been achieved.

D15. TOTAL PERFORMANCE

- D15.1 The Contractor shall achieve Total Performance for each location in accordance with the following requirements:
- (a) WFPS Station in Bishop Grandin Boulevard & Lagimodiere Boulevard area by April 15, 2011;
 - (b) WFPS Station in the Portage Avenue & Berry Street area by September 30, 2011; and
 - (c) WFPS Station in, Waverley Street / Kenaston Boulevard & Grant Avenue area, and at 5000 Roblin Boulevard by June 30, 2011.
- D15.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D15.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance for each Site has been achieved.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the date fixed herein for Substantial Performance, for each Site, the Contractor shall pay the City:
- (a) Five hundred dollars (\$500) for 5000 Roblin Boulevard;
 - (b) One hundred dollars (\$100) for Waverly Street/Kenaston Boulevard & Grant Avenue;
 - (c) Five hundred dollars (\$500) for Portage Avenue & Berry Street; and
 - (d) One hundred dollars (\$100) for Bishop Grandin Boulevard and Lagimodiere Boulevard per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the date fixed herein for same.
- D16.3 The City may adjust any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D17. JOB MEETINGS

- D17.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D18.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D19. PAYMENT

D19.1 Notwithstanding C12.2, payments will be made according to the terms of the Lease Agreement.

D19.2 Further to C7.4, any resulting monetary difference (price adjustment) from original specification will be negotiated between the City and the Contractor and will be resolved by cash settlement or an adjustment to the annual rent to be paid at the time and in the manner as the annual rent is payable under the Lease Agreement.

WARRANTY

D20. WARRANTY

D20.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections or included in the proposed design, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D20.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

D20.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D20.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 200-2009B

INNOVATIVE OPTIONS IN DESIGNING, BUILDING, FINANCING AND MAINTENANCE OF FOUR FIRE
PARAMEDIC STATIONS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D11)

(Date)

The City of Winnipeg
Internal Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 200-2009B

INNOVATIVE OPTIONS IN DESIGNING, BUILDING, FINANCING AND MAINTENANCE OF
FOUR FIRE PARAMEDIC STATIONS

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding
in the aggregate

Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically referenced in the RFP, shall apply to the Work.
 - E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>
 - E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
 - E1.2.3 Further to C2.4(d), Specifications included in the RFP shall govern over *The City of Winnipeg Standard Construction Specifications*.

GENERAL REQUIREMENTS

E2. SITE SELECTION CRITERIA

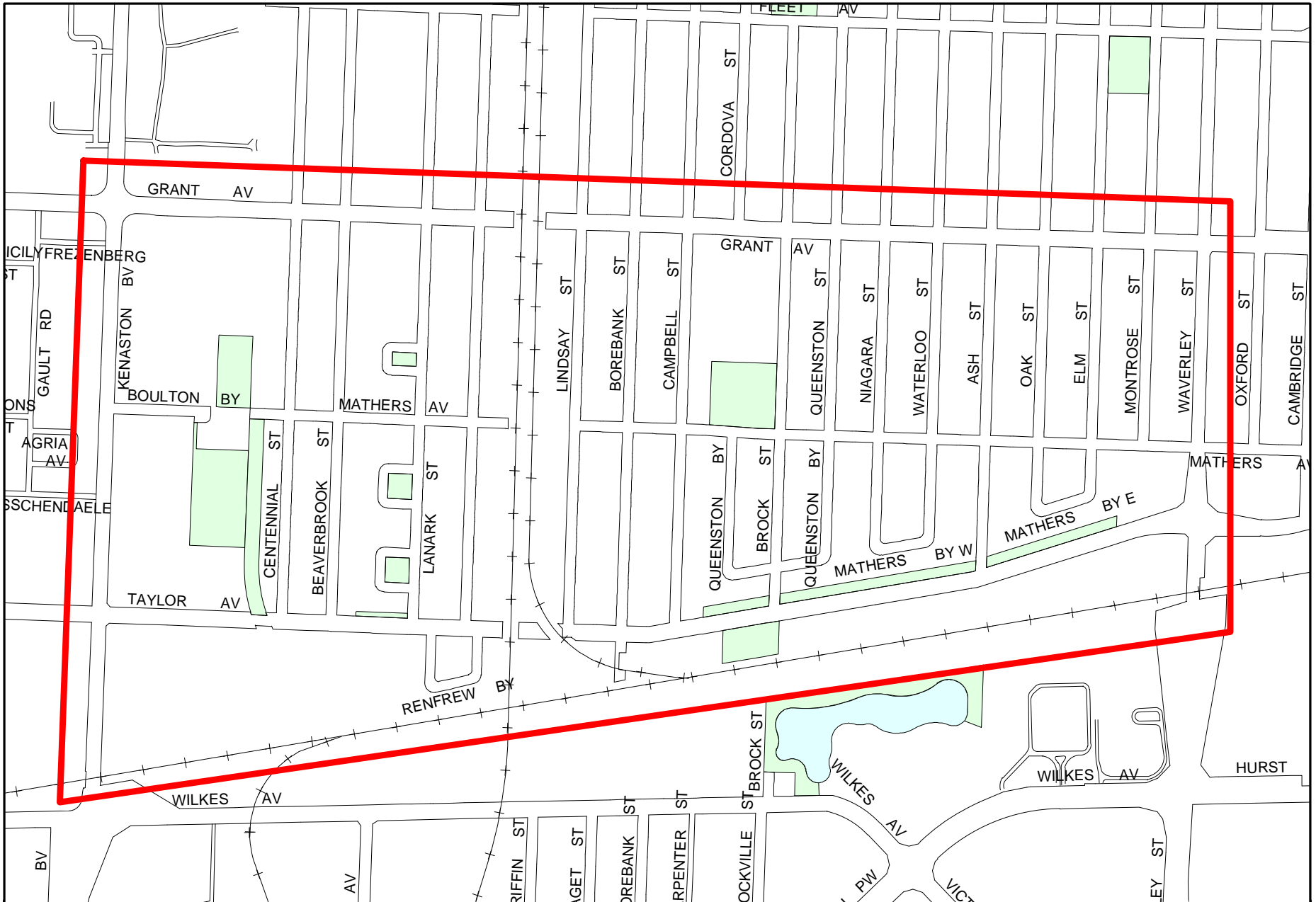
- E2.1 Dependant upon location, Bidders may be required to provide an independent traffic analysis for access and egress to the proposed Site(s).
 - E2.1.1 Access and egress to the proposed Site(s), including median openings, is subject to the approval of City of Winnipeg, Public Works Department.

E3. PROGRAM OF REQUIREMENTS

- E3.1 The Program of Requirements identified in APPENDIX C – Program of Requirements shall apply to the Work for Section C.

APPENDIX A – REGIONAL GEOGRAPHIC BOUNDARIES FOR DEVELOPMENT

**APPENDIX A - Regional Geographic Boundaries for Development
WaverlyStreet/Kenaston Boulevard & Grant Avenue Area**

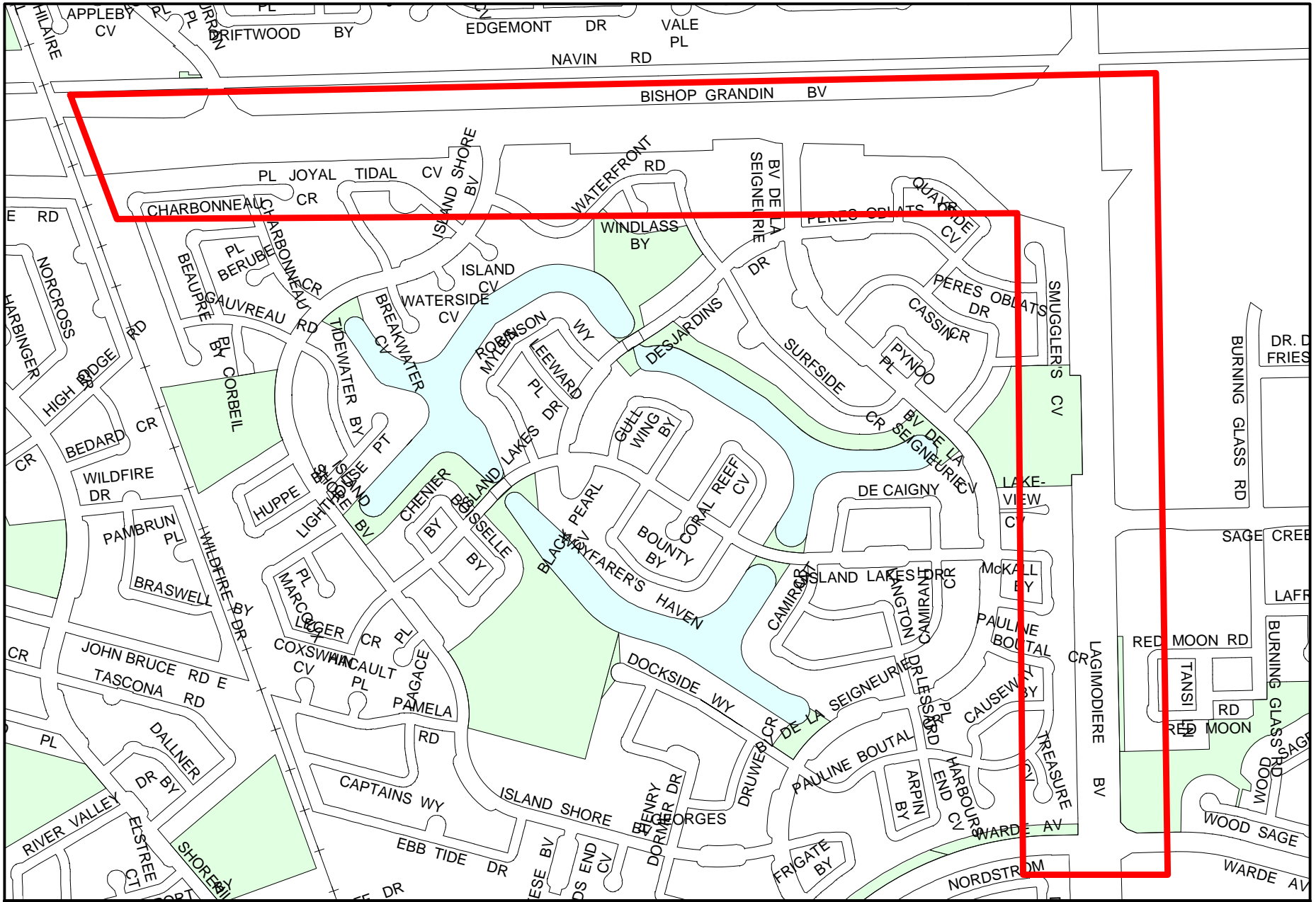


NOTE:
Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.

**CITY OF WINNIPEG
MATERIALS MANAGEMENT DIVISION**



**APPENDIX A - Regional Geographic Boundaries for Development
Bishop Grandin Boulevard & Lagimodiere Boulevard Area**

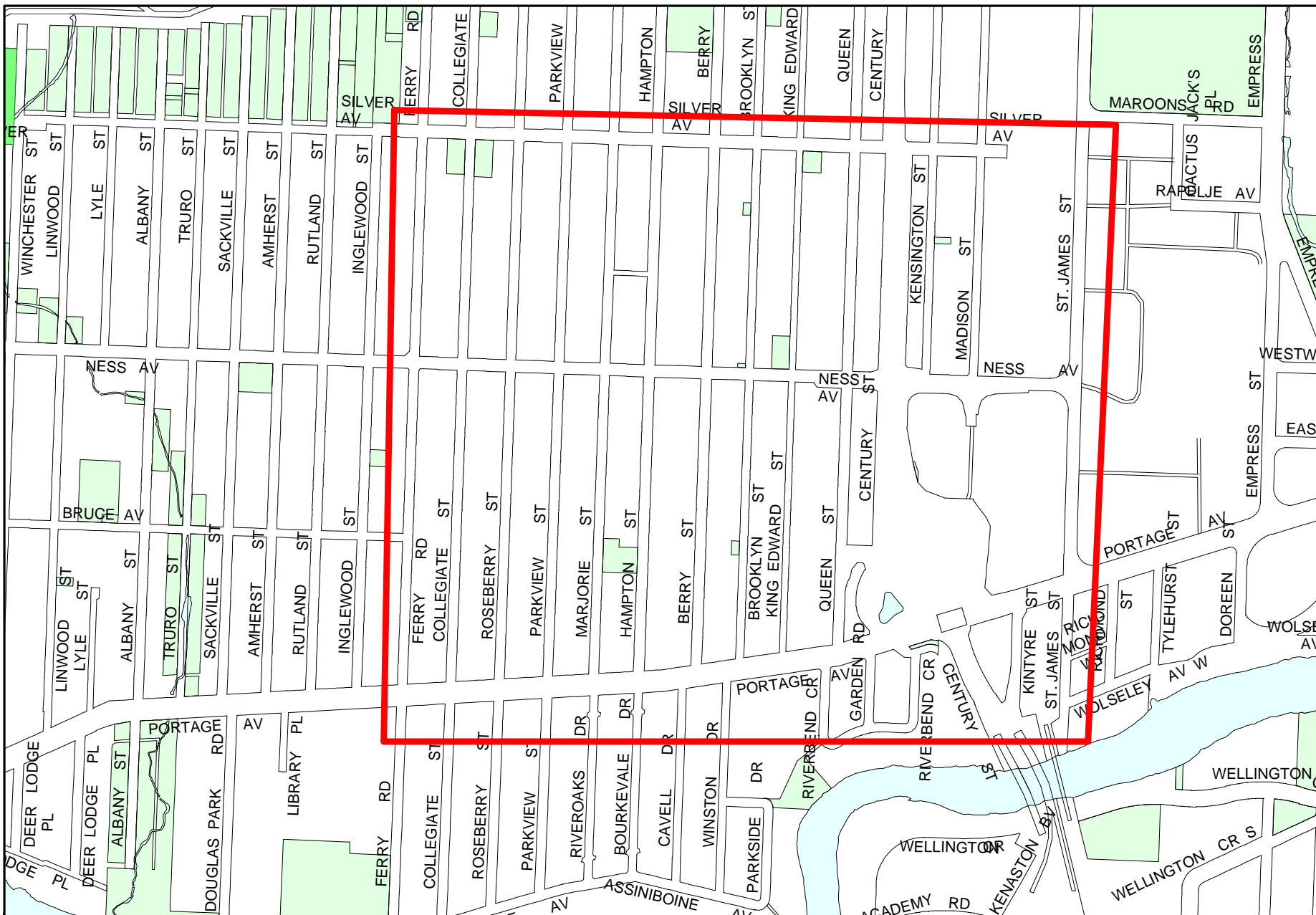


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**CITY OF WINNIPEG
MATERIALS MANAGEMENT DIVISION**



APPENDIX A - Regional Geographic Boundaries for Development Portage Avenue & Berry Street Area



NOTE:
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**CITY OF WINNIPEG
MATERIALS MANAGEMENT DIVISION**



APPENDIX B – DETAILED SPECIFICATIONS FOR SUBURBAN FIRE PARAMEDIC STATIONS

To be Provided by Addendum

APPENDIX C – PROGRAM OF REQUIREMENTS

Program of Requirements

Winnipeg Fire Paramedic Service

Fire Paramedic Station

for

St James Station #11

Fire Paramedic Services New Fire Paramedic Station

Index

Introduction	p.6
Concept	p.6
Site Development	p.7
List of Components and square footage	p.9,10
Description of Components	
Interior	p.11- 18
Exterior	P.19
Design Criteria	
1.01 General	p.20
1.02 Barrier Free Design	p.20
1.03 Site	p.20
1.04 Services	p.21
1.05 Pavement & Parking	p.21
1.06 Landscaping	p.21
1.07 Structural	p.22
Mechanical Systems	
2.01 Background	p.23
2.02 Mechanical Room	p.23
2.03 HVAC	P.24
2.04 Plumbing	p.27
2.05 Fire Protection	p.28
Electrical Systems	
3.01 Background	p.29
3.02 General	p.29
3.03 Electrical Room	p.30
3.04 Distribution	p.30
3.05 Wire & Devices	p.31
3.06 Lighting	p.31
3.07 Network & Computer Drops	p.32
3.08 Radio & Communication	p.32
3.09 Intercom/Public Address	p.33
3.10 Special ups/power needs	p.34
3.11 Horizontal Cabling	p.34
Architectural	
4.01 Exterior Finishes	p.35
4.02 Building Entrances	p.35
4.03 Doors	p.36
4.04 Fenestration	p.36

Fire Paramedic Services
New Fire Paramedic Station

4.05	Ceilings	p.37
4.06	Interior Illumination	p.38
4.07	Interior Walls	p.38
4.08	Flooring	p.39
4.09	Hardware	p.39
4.10	Fixtures & Fittings	p.40
4.11	Emergency Equipment	p.40
4.12	Signage	p.40
4.13	Built-in Millwork	p.41
4.14	Furniture	p.41
4.15	Artwork & Plants	p.41
4.16	Collaborative Design	p.42
4.17	LEED	P.42

Fire Paramedic Services New Fire Paramedic Station

Introduction

The WFPS underwent a facilities condition audit in 2005. The audit determined that a number of our facilities were reaching the end of their useful life, and were due for replacement. Addressing the needs identified by the audit is one of the key goals of the WFPS. As well, our community continues to grow and change, we must adapt in order to ensure continued prompt response times.

The WFPS is keenly aware of the importance of this initiative to Council and to the citizens. We are sensitive to the needs in difficult economic times to seek the best possible value. Above all as always the safety of Winnipeg's is our primary goal. With these challenges in mind we are targeting the following areas for the development of new WFPS Stations: St James, Charleswood, River Heights, and south St Boniface. This program of requirements has been developed for Station #11 in St. James.

Concept

The work to be done under the proposed contract shall consist of designing, building, financing, and maintenance of up to four (4) new WFPS Stations. The St. James station will be approximately 750 – 930 (8,000 -10,000 square feet).

The station will have a drive through three bay garage for a Quint (aerial ladder with pump and rescue capability) and a Paramedic vehicle. The building design will not only be accessible to meet the most current standards and codes but will also anticipate the latest and changing calculations for the employee gender demographics. The design will also reflect the current 2 hours per day of training requirements for employees to regularly upgrade their skills of their respective trades as well as the community at large who will access the facility for fire and life safety training and programs.

The general concept of the facility is to create a station that will provide fast response to the entire area that it serves and to do so in a safe and efficient manner while maintaining consistency with prevailing guidelines.

The WFPS intends to offer community safety and other programming and so wants the image of their facility to be inviting to the community as well as to present a proud image for their employees. The layout of the site and the building design will be sympathetic to their concerns.

All materials and construction details must meet the requirements for a facility in use 24 hour 7 days a week facility with an emphasis on low maintenance due to budget constraints.

The WFPS Stations must be certified LEED Silver.

Site Development and Parking

A major consideration for the site is to ensure the ability for the largest apparatus to enter the station from the rear of the drive through garage bays. To accommodate the return of the largest vehicles may require adjustments to the street-scaping. Approach cuts, traffic lights and traffic light

Fire Paramedic Services New Fire Paramedic Station

control adjustments, bus stop relocation and sewer adjustments are all fully expected. Forces within the City of Winnipeg are aware of the anticipated projects and will be available for comment on the conceptual design relative to these points.

Other site considerations include Parking for Visitors and Employees, an Exercise Area for physical training and practice of various activities such as hydrant preparations and connections, and areas for service vehicles such as those tending to the emergency vehicles etc. Also included will be an exterior storage area for combustible materials.

There will necessarily be a requirement for pavement and drainage design for the site. Extended concrete aprons at the garage doors, thickened pavement under the dumpster, for the approach to the dumpster, and for the service vehicle parking stall, standard pavement for the employee parking area, exaggerated drainage of the paved areas will be part of the design.

Landscaping of the site will make use of as many as possible of the existing mature trees on site. In addition, the design will include fencing for the parking areas to carry power to the parking stalls and fencing to shield unsightly building or service elements. Trees, shrubs, perennials and landscape furniture will all be included to beautify the facility. A ceremonial area consisting of a flagpole and hard surface area will be incorporated into the design near the “front” of the facility for view to the public.

An area will also be developed for employees to sit outside and may include a patio, grassed area, furniture and perhaps a small garden.

Parking for Visitors shall anticipate that a visitor may be in the area as vehicles are exiting the garage to attend an emergency. Ideally the pedestrian and visitor traffic may use the site without affecting the emergency vehicles.

It is likely that a dumpster will be used at this facility. The Bidder shall consider the placement of the dumpster such that neither it nor the vehicle servicing the dumpster shall impede the exiting emergency vehicles. Pavement in the area will consider the added weight of the service vehicle.

Other service vehicles will be attending the site, namely vans and “cube” vans that service the building and/or vehicles. These vehicles may be on site for a few hours and must not impede the exiting emergency vehicles. The parking for these vehicles must not be included in the count for the Visitor Parking. Because of the excess weight of some of the service vehicles, the parking stall for these purposes will also require thickened pavement.

**Fire Paramedic Services
New Fire Paramedic Station**

List of Components and square footage

Area	Min Sq Ft	Total Sq Ft
Rooms		
101 Public Entry/Vestibule (part of circulation)		
102 Stairs		
103 Reception/Waiting area	100	100
104 Museum	500	500
105 Control Room	150	150
106 Public Washrooms Accessible	70	140
107 Janitor	50	50
108 Captain's Office/Quarters/locker	175	175
109 Lieutenant's Office	150	150
110 Medical Supervisor's or Paramedic Office	150	150
111 Fire Prevention Office	100	100
112 Kitchen	150	150
113 Pantry	50	50
114 Dining Room	375	375
115 Lounge Area	200	200
116 Community Program & Training Room	250	250
117 Computer Area	50	50
118 Utility Room	200	200
119 Data wiring Room/Telephone room	75	75
120 Staff Entry (part of circulation)		
121 Dormitory Rooms	190	760
Locker Area (included in dormitory rooms 8 lockers per room)		
122 Men's Showers	50	100
123 Men's Washroom	175	175
124 Female Showers	50	50
125 Female Washroom	70	70
126 Quiet Room	100	100
127 Gym	400	400
128 Pole to Apparatus in Mezzanine	75	75
129 Closet	10	10
	Subtotal	4,605
	30% circulation 1,382	5,987

**Fire Paramedic Services
New Fire Paramedic Station**

Apparatus

A01	Apparatus Area 3 Bays	940	2,820
A02	Shower	25	25
A03	Tower	250	250
A04	Decontamination & Medical Supplies	110	110
A05	Turn Out Gear wash & dry	100	100
A06	Turn Out Gear Lockers	450	450

Subtotal		1,875	3,755
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Grand Total			9,742 sq.ft.
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Exterior Spaces

E01	Display	150
E02	Patio area	400
E03	Public Parking	2,000
E04	Employee Parking	8,000
E05	Service Vehicle Parking	500
E06	Refuse Dumpster and Vehicle Access	600
E05	Storage	100
E06	Bike Storage	50

Subtotal of Exterior spaces	11,800 sq.ft.
-----------------------------	---------------

Circulation/drive areas/ walk areas not included
Landscaped areas not included

**Fire Paramedic Services
New Fire Paramedic Station**

Description of Components

101 Public Entry/Vestibule

Description: accessible, security, temperature and light transition space. Other required exits will be similarly outfitted and sized per code.

Adjacencies: Exterior, Reception Waiting, Museum, public washroom

Details: accessible doors, grille with recessed sand and water "pit".

102 Stairs

Description: Code compliant

Adjacencies: Entry, waiting/reception area

Details: Code compliant

103 Reception/Waiting Area

Description: Single occupant reception counter served by the Floor watch attendant.

Adjacencies: Entry, museum, public washrooms and control room

Details: Ergonomic computer workstation with transaction surface with a portion of that transaction surface accessible to wheelchair occupants. This station may be built-in, freestanding furniture or a modular unit.
Waiting space for 2

104 Museum

Description: Enclosed heated space for antique apparatus. The museum must be visible from the street with lighting and located on a corner of the building with maximum glass for viewing from interior and exterior of building.

Adjacencies: Reception, Waiting, public washrooms and control room

Details: Floor drain, garage door, museum lighting for display, display cases

105 Control Room

Description: Open area for the accepting of emergency dispatches and for the monitoring of the vehicles entering and leaving the garage. Also the location for computer assisted dispatch systems. This is a 24 hour 7 days a week work area. The floor watch person may sleep at night, depending on how many calls come into the station

Adjacencies: Apparatus, with visual and physical access to the garage, receptions/waiting area, and front exterior of building to monitor visitors

Details: Work counter with storage for forms and stationery, computer with printer, window and door to the garage, 1 seater lounge
Traffic light control button to be located next to door frame going into apparatus area. Location of switches and outlets to be accessible.
Skylight with architectural detailing

106 Public Washroom Accessible

Description: two (2) one person, accessible washrooms for use by visitors and staff to the facility.

Adjacencies: adjacent to the Reception Waiting and in close proximity to the Community Program and Training Room.

Fire Paramedic Services
New Fire Paramedic Station

Details: Men's: toilet, toilet paper dispenser, grab bar, sink set in counter, continuous mirror over counter, liquid soap dispenser, paper towel dispenser, refuse container.
Women's: toilet, toilet paper dispenser, grab bar, sink set in counter, continuous mirror over counter, liquid soap dispenser, paper towel dispenser, napkin dispenser, refuse container.

107 Janitor's Room

Description: secure room for the cleaning equipment and supplies.
Adjacencies: centrally located.
Details: floor slop sink, hooks and shelving for supplies and equipment

108 Captain's Office

Description: Enclosed office for the Captain shared one per shift
Adjacencies: Lieutenant's Office, Control Desk, Medical Supervisor's Office
Details: Desk with computer return, credenza, overhead storage, ergonomic chair and articulating arm for key board. 1 filing cabinet, Murphy bed, 4 lockers 18", 18" x 72"h lockers with locks, radio chargers, computer, printer,

109 Lieutenant's Office

Description: Enclosed office for the Lieutenant shared one per shift
Adjacencies: Captain's office, Control Desk
Details: Desk with computer return, credenza, overhead storage, ergonomic chair and articulating arm for key board. 1 filing cabinet, Murphy bed, 4 lockers 18", 18" x 72"h lockers with locks, radio chargers, computer, printer,

110 Medical Supervisor or Paramedics Office

Description: Enclosed office for the medical supervisor shared one per shift
Adjacencies: Captain's office, General office, Reception counter
Details: Desk with computer return, credenza, overhead storage, ergonomic chair and articulating arm for key board. 1 filing cabinet, radio chargers, printer,

111 Fire Prevention Office

Description: Enclosed office for fire prevention
Adjacencies: Captain's office, Lieutenant's office, Medical Supervisor's office
Details: Desk c/w return, credenza, overhead storage, ergonomic chair and articulating arm for key board. 1 filing cabinet, printer,

112 Kitchen

Description: Multi-person kitchen with large work island.
Adjacencies: Dining room, lounge area and the washrooms and in close proximity to the General Office.
Details: Quality gas 6 burner stove with hood vent to match existing model, commercial dishwasher, 2 only 36" wide refrigerator with drawer freezer, double stainless steel sinks, large work island, upper and lower cabinets with

Fire Paramedic Services
New Fire Paramedic Station

drawers at lower location as suitable, various small appliances such as microwave oven, toaster, coffee maker, cabinets to be suitable to heavy use, lower cabinets to be stainless steel construction with stainless steel counter tops.

Consideration should be given to privacy for fire fighters & paramedics from tours and community activities that may be taking place in other parts of the station

Individual sink on island for drinking water, sink to have reverse osmosis water system.

113 Pantry

Description: Enclosed room with wall to wall adjustable shelves and lock on door

Adjacencies: Kitchen, dining room

Details: Adjustable shelves, space for recycling,

114 Dining Room

Description: Open area with patio doors to patio and BBQ,

Adjacencies: Kitchen, lounge, patio, general office

Details: Coffee counter for drinks which includes microwave, flat screen T.V. Dining table and chairs for 10. Cable T.V. outlet and power mounted high on the wall and wall mounted T.V. hanger., drink machine, 1 WFPS Station phone line, 1 private phone line.

Consideration should be given to privacy for fire fighters & paramedics from tours and community activities that may be taking place in other parts of the station

115 Lounge

Description: Enclosed room with sliding door to open into dining area for reading and watching T.V.

Adjacencies: Kitchen, dining room

Details: 6 recliner chairs, end tables and coffee table to suit the layout, task lighting game table and four chairs, hutch style cabinet for supplies. Electrical, cable and phone lines.

Consideration should be given to privacy for fire fighters & paramedics from tours and community activities that may be taking place in other parts of the station

116 Training Room

Description: Multipurpose enclosed room generally for training for the Community and/or employees. Program delivery may be in assembly style presentation, table and chair classroom style and/or hands-on activities. Presentations may be given at a lectern, by videotape or by projected LCD computer. Hands-on training may make use of floor mats and various other "props".

Adjacencies: Computer area, Lounge, Public washroom,

Details: Loose tables and stacking chairs for a maximum of 16 people, lectern; presentation board with white board and flip chart, projection screen, tack rail for flip chart paper, credenza with lockable cupboards and drawers under, cupboards above, TV and VCR on cart, one lockable closet for TV

Fire Paramedic Services

New Fire Paramedic Station

cart and supplies, one lockable cupboard, for chair and table dollies, built in coat storage, electrical, phone and data, fluorescent lights and incandescent lights on dimmers, ensure incandescent light over the presentation board is on a separate dimmer. Space may open up to lounge and or dining room for large functions. Doors must be rigid and sound proof, and may be a double set of doors.

117 Computer Area

Description: Open area to the training room which may be used in conjunction with activities in that space
Adjacencies: Training Room,
Details: Two ergonomic computer workstations, space for 2 computers with data/communication lines

118 Utility Room Mechanical/Electrical

Description: Enclosed room or space to house all the building services like mechanical, electrical,
Adjacencies: Centrally located.
Details: water service, boilers and/or furnaces, electrical panels, work counter and storage cupboards, lock on door, accessible for servicing

119 Telephone/Data Wiring Room

Description: Enclosed room or space to house all the computer racks, telephone system, data wiring
Adjacencies: Centrally located.
Details: work counter, rack and storage cupboards, lock on door, accessible for service work

120 Staff Entry Public Entry/Vestibule

Description: accessible, security, temperature and light transition space. Other required exits will be similarly outfitted and sized per code.
Adjacencies: Exterior, Staff parking
Details: accessible doors, grille with recessed sand and water "pit".

121 Dormitory Room (4 @ 190)

Description: Enclosed four double bedrooms for the Crew.
Adjacencies: Employee washrooms, pole
Details: Each bedroom shall be dedicated to named employees. Each bedroom shall include: two beds c/w headboard and reading lamp, two night tables, two side chairs, Each room to have 8 locker, sizes to be 24"d, 18"w, 72"h, I.D. on each locker numbered 1 to 8.

122 Men's Shower and Drying Compartments

Description: Two non-gender specific showers and drying compartments for all employees, area for hair drying and "preening".
Adjacencies: Men's Washroom, Dormitory and gym

Fire Paramedic Services
New Fire Paramedic Station

Details: Two separate compartments each complete with shower segment and drying segment. Shower segment to include shower curtain, soap dish, shampoo shelf and hook/handrail. Drying segments to include bench, handrail and coat hooks. Exaggerated drain is required. Lighting in each compartment with optional operation of heat lamps on timers.

123 Men's Washrooms

Description: Washroom facilities for a shift of approximately 10.

Adjacencies: Dormitory, Showers and gym

Details: toilet, urinal and two sinks to meet code. Lavatories set in continuous counter, continuous mirror, paper towel dispenser, and waste receptacle. Also within toilet stall: toilet paper dispenser, coat hook.
Skylights

124 Women's Showers and Drying Compartments

Description: One non-gender specific showers and drying compartments for all employees.

common area for hair drying and "preening".

Adjacencies: Women's Washroom, dorm and the gym

Accessories: one compartments complete with shower segment and drying segment. Shower segment to include shower curtain, soap dish, shampoo shelf and hook/handrail. Drying segments to include bench, handrail and coat hooks. Exaggerated drain in floor. Lighting in each compartment with optional operation of heat lamps on timers.

125 Women's Washroom

Description: Washroom facilities for a shift of approximately 2.

Adjacencies: Dormitory, Gym, shower

Details: toilet, sink, and make-up counter set in continuous counter, continuous mirror, paper towel dispenser, waste receptacle, electric hand dryer set at 72", full length mirror. Also within toilet stall: toilet paper dispenser, coat hook, napkin disposal.

126 Quiet Room

Description: Enclosed space quiet space with view to mediate or other activities which relieve stress due to calls that involve trauma

Adjacencies: Private part of station with reduced traffic

Details: Sofa, T.V. Yoga mat
Skylights

127 Gym

Description: Enclosed room where employees may do physical training. Emphasis is on cardio endurance, not muscle training, space to accommodate 4 pieces of equipment

Adjacencies: Washrooms and Lockers for each gender,

Details: storage closets for small equipment, hooks on walls to take floor mats. Typical equipment (N.I.C.) expected in the room includes, treadmills, elliptical machine, universal gym, stationary bikes and free weights. H.V.A.C.

Fire Paramedic Services
New Fire Paramedic Station

appropriate for the expected activities. Controls within room.
Room to have natural light with wall of windows and skylights

128 Pole to Apparatus

Description: Area that opens onto the apparatus area for direct access from dorms are to vehicles

Adjacencies: apparatus and dorm

Details: Subject to design, in accordance with NFPA 1500 section 9.19

129 Storage Closet

Description: Enclosed room

Adjacencies: Centrally located

Details: Lock on door, adjustable shelves

A01 Apparatus Area Garage Bays

Description: Three garage bays to take the largest fire vehicles with drive through for all doors.

Adjacencies: Control Room, Hose Tower, Turn out gear wash & dry, lockers, decontamination and medical supplies, shower,

Details: 13' x 16' overhead doors with glass and electronic door openers, exhaust venting systems, exaggerated drainage to floor drains at the centre of each bay (where the tires of the vehicle will not pass), hose bib, Sound attenuation to reduce the reflected noises in the garage areas, either in the form of a spray on technique or by the suspension of sound absorbing blankets. PlymoVent exhaust system complete with one drop per bay, central fan and controls and must accommodate the drive-thru bay(s).

Work bench for repair of small equipment with shelving below

Critical vehicle statistics: 70,000 lbs

Vehicle dimensions: 96" w x 144" h x 40' l

8" ground clearance, 230" Wheelbase, 45' Turning Radius 14° approach, 9° departure

Continuous floor drain running length of apparatus

8' is required between vehicles and between the wall for open doors and access by fire fighters as set up for fast access at call time. This space is also used for pressure washing the vehicles.

Lines to be painted on floor indicating details as required, sealed concrete floor, Skylights in bays for natural light, garage doors to have windows at normal adult viewing height.

A02 Shower

Description: Open area, used for cleaning turn out gear suits, prior to removing due to debris or frozen on due to icing up

Adjacencies: Apparatus

Details: Rain Shower attached to wall with floor drain

A03 Tower

Description: Open area where 50' lengths of hose are pulled up, by pulleys, for air drying. Tower to be 40' high

Fire Paramedic Services
New Fire Paramedic Station

Adjacencies: Apparatus,
Details: hooks and pulleys with electric/electronic controls. Dousing shower for individuals with soiled gear.

A04 Decontamination Area/Medical Supplies

Description: Open space for the washing and sanitizing of medical response equipment such as bag valve masks etc. Should be a 2 compartment stainless steel sink with a tap large enough to supply both sinks and stainless steel drying rack/area as part of the unit or adjacent to the sink on which to air dry the equipment.

Adjacencies: Apparatus, wash & dry area, turn out gear storage
Details: Stainless steel sink and counter with drain turn off, hands free faucet
The contaminates do not require a holding tank,
4 metal storage cabinets for medical supplies with locks,
Adequate storage space for 12 D oxygen cylinders (24"x24"x24")

A05 Turn out Gear Wash & Dry

Description: Enclosed room where, upon returning from a fire, the wet attire is hung and arranged for drying. The room is closed and air movement dries the gear. The room requires sufficient air circulation to accommodate this process.

Adjacencies: Apparatus floor and lockers
Details: Hooks, racks and open airing shelves so the various pieces of gear may be opened adequately for drying. Custom drying equipment for turn out gear which is provided by the City. Industrial washing machine to wash turn-out gear.

A06 Turn out Gear Lockers

Description: Open area to Apparatus floor,
Adjacencies: Apparatus floor, turn out gear washer and dryer
Details: Lockers to be perforated metal construction for air flow with locks,
Size: 24"w, 18"d, 72"h, each fire fighter has 2 sets of turn out gear which is to be stored in the individual lockers. Rod and shelf, room for extra boots, with I.D. name on lockers 28 lockers in total.

Exterior

E01 Display

Description: landscaped area with flag signage and possible commemorative piece.
Adjacencies: front/public entry.
Details: "hard surface" area with flagpole and possible commemorative element, lighting.

E02 Employee Patio Area

Description: area where employees may sit outside, and eat private from public view
Adjacencies: Kitchen, dining room

Fire Paramedic Services

New Fire Paramedic Station

Details: possible “hard surface” area with outdoor furniture and propane BBQ and shielding from view, plantings to soften the view from both sides.

E03 Public Parking

Description: parking for 5 visitors, includes universal access stall.

Adjacencies: Front entry but stalls and pedestrian traffic must not be through or near the line of travel of the exiting emergency vehicles.

Details: paved area, lighting, parking curbs, designating signage, fence.

E04 Employee Parking

Description: parking for 18 employees.

Adjacencies: Employee entrance.

Details: paved area, lighting, parking curbs, designating signage, parking fence with electrical service to each stall.

E05 Service Vehicle Parking (stall only)

Description: one large parking stall for large service vehicles.

Adjacencies: Garage but not obstructing exiting from any garage door.

Details: thickened pavement, designating signage.

E06 Refuse Dumpster and Vehicle Access

Description: area for dumpster and access by refuse trucks.

Adjacencies: in a removed area but generally near the employee entrance but removed from the building face to minimize the odours entering the building and around the Exterior Employee Area.

Details: dumpster, thickened pavement where the refuse trucks will travel, curbs for placement of the dumpster, fencing and/or landscaping to shield the view of the dumpster and to ensure against vandalism. Lighting as required.

E07 Exterior Accessible Storage

Description: Secure storage space for outdoor equipment.

Adjacencies: Removed area, accessed only from the exterior.

Details: lights on a separate switch, shelving and hooks, concrete floor with drainage towards the door.

E08 Exterior Bike Storage

Description: Secure storage space for bikes.

Adjacencies: Employee entry

Details: Secure bike racks

E09 Fencing

Description: To secure the site and define areas

Adjacencies:

Details: Chain link two meters high, in non road appeal areas, in areas with road appeal fence to be solid with considerations given to aesthetics

**Fire Paramedic Services
New Fire Paramedic Station**

DESIGN CRITERIA

1.01 GENERAL:

1. All finishes will be of durable, low maintenance, high quality material for a 24 hour 7 days a week facility with extended 30 year life cycle.
2. The building must comply with all the latest applicable requirements of City bylaws, Provincial and Federal laws.
3. The design will be scrutinized by the "Power Smart" Coordinator at the Public Works Department who liaises with Manitoba Hydro to ensure the products used meet the current energy conservation guidelines set out by the Province of Manitoba and the City of Winnipeg.
4. The building to be designed and rated LEED Silver, with credits under the section Site Selection, Environment and Energy, Material Resource and Environmental Indoor Air Quality sections.

1.02 BARRIER FREE DESIGN:

1. The Design will incorporate all provisions of the latest Building Code.
2. The Design shall be carried out in accordance with the City of Winnipeg, Universal Design Policy and guide dated March 2007. The Lands, the Building and the leased premises and facilities provided shall be accessible to and safely usable by persons with disabilities.

1.03 SITE:

1. A certified land survey document identifying pertinent site information and characteristics shall be submitted to the City of Winnipeg.
2. A comprehensive geotechnical evaluation and report identifying pertinent soil and groundwater conditions and characteristics shall be submitted to the City of Winnipeg.
3. Site design shall ensure adequate surface drainage of the property while having no negative influence or ill effect on neighbouring properties or public right-of-way.
4. Vehicle access and circulation at the site shall be such that any WFPS equipment can be stationed at and operate from that facility without any impediment to function.
5. The site shall be developed in such a way that unsightly components are shielded from public view.

Fire Paramedic Services
New Fire Paramedic Station

6. Heavy-duty concrete filled steel pipe bollards shall be utilized on the site as required to protect buildings, structures, equipment, and pedestrian walkways from equipment and vehicles.

1.04 SERVICES:

1. The site shall be fully developed with sanitary sewer, land drainage sewer and looped water main to service the entire site and building. Sizing of sewer and water services, and number of catch basins and fire hydrants shall, as need be, exceed that required by Code or standard practice because of the activities and operations undertaken at the facility.
2. All utilities and services shall accommodate potential for future expansion.

1.05 PAVEMENT & PARKING

1. Paved traffic and parking areas shall be designed to adequately support all WFPS equipment with surface drainage to multiple catch basins.
 1. Provision shall be made for adequate staff, visitor and service vehicle parking spaces.
 2. Provision shall be made for all necessary traffic lane and parking area line painting, and signage identifying visitor and service vehicle parking.
 3. Asphalt shall not be used for any surface pavement.

1.06 LANDSCAPING:

1. Where applicable, all landscaping products and materials to be of low maintenance variety. Ground covers may be sod in limited areas, however, mowing strips must be provided to speed maintenance. The Bidder is encouraged to use foliage types of ground cover requiring little or no maintenance and nature to the prairie landscape.
2. Automatic sprinkler watering systems shall not be implemented at the site.
3. One flagpole is to be provided either freestanding or on the building with appropriate illumination.
4. Landscaped buffer zones will shield unsightly components, will offer shade to vehicles and may also incorporate a park-like setting, where staff and public may sit, take lunch or walk. A patio area is required for staff breaks, and is to be shielded from public view.
5. Access to the main entry may be developed by raising the walkway within the landscape, leading to the building or otherwise developed to assist visitors toward the reception area.

Fire Paramedic Services New Fire Paramedic Station

6. Fencing of various types will be required to secure the site as well as to define functional areas. Chain link fencing, two meters (6 feet) high will surround the site excepting those portions of the property where “road appeal” is critical such as near the “front” or side yard. Landscaping or solid fencing will be used for side yards as required by the City of Winnipeg, Zoning & Permits Branch of the Planning, Property & Development Department.
7. All landscape plant materials will have appropriate soil preparation and augmentation to ensure a strong start for the plantings.

1.07 STRUCTURE:

- .1 With respect to the National Building Code of Canada, the station building shall be designed for use and occupancy as a ‘Post-Disaster building’.
- .2 Station building foundation design shall be determined by the prevailing geotechnical conditions at the site.
- .3 The Station building shall be designed as a two-storey facility with no occupied basement areas.
- .4 The structure of the Station building shall incorporate steel frame, reinforced concrete, masonry construction, or any combination thereof. Wood materials shall not be used for load bearing structural components.
- .5 The design of the Station building shall employ clear-span construction techniques in equipment and service rooms/areas to maximize building space, utility and ease of operations.
- .6 Station building floors or landings constructed at or below grade shall be self-supporting reinforced concrete structural slabs that will accommodate changing soil conditions with no affect to the building.
- .7 Station building entrance slabs shall be designed to prevent movement or shifting relative to the building.
- .8 Each apparatus room equipment bay shall be designed to house and support the maximum gross vehicle weight and spatial dimensions of all WFPS equipment.
- .9 Structures, materials and finishes comprising the apparatus rooms shall be designed for regular and constant exposure to both water spray and air-borne moisture, road de-icing chemicals, road sand/grit, and thermal shock.
- .10 Apparatus room equipment bays shall be fitted with in-floor catchment drains capable of separating and collecting sand/grit from equipment washdown.
- .11 Station building roofs shall be of metal deck design.

**Fire Paramedic Services
New Fire Paramedic Station**

MECHANICAL SYSTEMS

2.01 BACKGROUND

- .1 This section is intended to assist the Mechanical Consultant and other design team members during the design process by giving guidelines about how the City of Winnipeg intends to build and maintain mechanical systems in new WFPS Stations.
- .2 The Design Consultant is expected to analyze various alternative systems based on life cycle costs, energy efficiency, ease of maintenance, noise concerns and similar issues.
- .3 It is the intent that the design as a whole meet LEED silver standards – as many points as reasonable / possible should be from mechanical design.
- .4 The use of any of this information will **NOT** reduce in any way the Bidders' professional responsibility for a complete design and fully functioning installation necessary to meet City of Winnipeg needs. It remains the Bidders' responsibility to ensure all aspects of design, drawings and specifications are complete and meets the City's requirements.
- .5 Design systems and choose components with maximum reliability, maximum flexibility and minimum operation and maintenance cost. Give full consideration for future system alterations with a minimum of system shutdowns. Accommodate preventative maintenance without a major building shut down. Maintenance accessibility is very important. Meet all current regulations for access, worker safety, including fall protection.

2.02 MECHANICAL ROOMS

- .1 Equipment rooms shall be designed in accordance with all applicable codes and shall be designed to provide adequate maintenance, repair and replacement clearances for all equipment.
- .2 Provide a minimum of 80" of clear headroom throughout mechanical rooms.
- .3 Major equipment items or their components, such as heating and cooling coils, filters, pumps, electric drives, etc. and their integral appurtenances such as damper motors, control valves, belt drives, guards, etc., shall be readily accessible and removable for servicing.
- .4 Mechanical rooms shall be large enough to allow for equipment maintenance. In addition, adequate access shall be provided for replacement of the largest piece of equipment without removing walls.
- .5 Clearance shall be provided around equipment in accordance with the Department of Labour codes.

Fire Paramedic Services

New Fire Paramedic Station

- .6 Equipment rooms with heat-producing equipment shall be provided with an automatic ventilation system.
- .7 Mechanical room floors shall be sloped at 1% toward floor drains. Floors shall be sloped to ensure drainage to floor drains and no trapped or standing water is allowed to collect.
- .8 Provide minimum 3" floor drains.
- .9 Mechanical rooms and spaces shall be well lit (75 foot-candles at floor). Coordinate this equipment with electrical designer to ensure this is included.
- .10 Equipment rooms shall not be located where vibration and/or noise will be objectionable.
- .11 Thermally and acoustically insulate mechanical rooms located adjacent to occupied areas.

2.03 HVAC

- .1 Mechanical / Ventilation design to meet all applicable codes and standards including ASHRAE Standard 62. Design shall be performed by a certified Engineer registered to practice in the Province of Manitoba. The designs will respect the use of the areas and ensure the comfort of the occupants. Bidders must coordinate work to ensure that the mechanical equipment does not detract from the aesthetics of the building.
- .2 The preferred system of heating and cooling is with the use of a geothermal heat pump, with ventilation being achieved with the use of HRV(s). The geothermal system should also be capable of supplying heat for hydronic in floor heating (main floor) and to heat domestic hot water.

If geothermal is not used the HVAC system that is used shall be high efficiency gas furnaces and/or high efficiency gas fired condensing boilers. Domestic hot water shall be heated with the use of high efficiency condensing heaters.
- .3 All areas of the station are to receive proper heating and cooling and ventilation except for the apparatus bays which do not require cooling.
- .4 Outside air intakes shall be located to bring in clean air and shall be kept out of the path of exhaust, vehicle fumes, refuse containers, bus stops, loading zones and some similar problem areas. Care must also be taken to ensure that exhaust from adjacent buildings are not captured in outside air intakes.
- .5 Exhaust system outlets are to be located so as to not create noise, odour or hazard problems for project building or adjacent buildings. Wind study testing may be

Fire Paramedic Services
New Fire Paramedic Station

- required if exhausts or equipment discharge locations could possibly contaminate an air intake or adjacent building.
- .6 In the apparatus area vehicle exhaust emissions are to be exhausted with the use of a PlymoVent vehicle exhaust extraction system. This system is currently being used in all WFPS Stations.
 - .7 Size supply air systems with 10% excess capacity to allow for future load changes.
 - .8 The maximum required design airflow for all fans shall not exceed 90% of the manufacturer's maximum rated air flow at design pressure conditions.
 - .9 Mechanical systems exposed for freezing conditions shall be provided with antifreeze solutions capable of handling the potential temperatures.
 - .10 Constant relative humidity levels in the building shall be maintained at an optimum level of 35% – 60% when the building temperature is in the range of 20°C - 25°C unless otherwise specified.
 - .11 Humidifiers shall be of stainless steel construction and be fully cleanable without removing piping or electrical connections.
 - .12 Humidifiers shall be supplied with softened water to reduce maintenance issues.
 - .13 Units shall control to $\pm 3\%$ relative humidity.
 - .14 Coordinate mechanical equipment located on the roof with the Architect. Minimize the number of roof penetrations.
 - .15 Provide access for shafts that contain systems that require periodic maintenance, repair or replacement, eg. piping, fume ducts, etc.
 - .16 Ductwork shall be galvanized steel, constructed and installed in accordance with ASHRAE and SMACNA standards.
 - .17 All condensers/compressors shall be equipped with crank case heaters, refrigerant live sight glass and the following safties: high and low refrigerant switches, low temperature ambient lockout switch, timer to prevent compressor short cycling and fan air flow switch wired into the compressor control circuit.
 - .18 All equipment filters shall be a permanent type, washable and long lasting under normal usage.
 - .19 Provide suitable approved access doors for all fire dampers. Minimum size shall be 12" x 12".

Fire Paramedic Services

New Fire Paramedic Station

- .20 All equipment must be readily accessible for maintenance. Equipment located 4 ft. or more above the finished floor level shall include access platforms or walkways accessed by a set of stairs.
- .21 Floor mounted HVAC equipment shall be installed on concrete housekeeping pads. Pads shall be isolated from the surrounding slab if vibration requirements warrant.
- .22 Exhaust systems (except PlymoVent) to be interlocked with fresh air supply to ensure complete shut off when fresh air units are stopped.
- .23 Heat recovery systems on exhaust system (except PlymoVent) and energy to be used to preheat and precool incoming ventilation air.
- .24 Provide adequate access to all equipment requiring maintenance or adjustment.
- .25 Analyze mechanical system(s) equipment sound levels to control noise transmission.
- .26 Reduce fan and air noise by the use of sound attenuators, round or oval ducts, where feasible, instead of rectangular, as well as larger ducts and lower RPM fans.
- .27 Include a statement in the specification that all components of the ventilation system (eg. Fan, duct, insulation, sound attenuators, terminal boxes, etc.) must be kept clean and dry before operating the HVAC system.
- .28 The use of rooftop equipment is NOT encouraged except for some specialized exhaust units. Locate mechanical equipment within building mechanical rooms or penthouses.
- .29 Throughout the facility, the temperature shall be controlled by strategically placed thermostats. In open areas, the thermostats will be centrally located within the zones and zones will not exceed 600 sq. ft., unless otherwise indicated in specific areas, i.e. apparatus area. Any corner offices will have separate controls.
- .30 In separate rooms such as bedrooms, lounge, museum, Captains and Lieutenant office, etc., individual temperature controls shall be installed for operation by the occupant(s).
- .31 Humidity shall be controlled via a programmable controller which will control the operation of the HRV(s). The controller selected shall provide for various combinations of re-circulated and ventilation air. The controller shall indicate current relative humidity in the facility as well as outdoor temperature.
- .32 A Testing, Adjusting and Balancing (TAB) contractor shall balance the following systems to within $\pm 10\%$ of the specified air and fluid volumes:
 - The domestic hot water re-circulation system
 - The geothermal ground loop including in-floor radiant heating system
 - Each furnace / air handler and individual supply air outlet grilles

Fire Paramedic Services

New Fire Paramedic Station

- Each HRV and individual exhaust inlet grilles.

After the systems are balanced, a complete report is to be submitted in the Operation and Maintenance manuals.

2.04 PLUMBING SYSTEM

- .1 Domestic cold and hot water shall be distributed to the plumbing fixtures and wash areas. Below grade piping shall be type K copper, above grade piping will be type L copper; all joints shall be made with lead-free solder.
- .2 Domestic hot water shall be generated by a gas fired high efficiency condensing water heater with a pumped recirculation loop. The water heater shall be installed in accordance with all latest codes and standards.
- .3 The DHW heating system shall be sized for 100% capacity to maintain building operations.
- .4 All instantaneous heaters, if used, are to be provided with flow switches to shut down units in case of flow failure.
- .5 Domestic hot water shall be stored at a minimum of 140°F to stop the growth of Legionellae and then tempered through a mixing valve to desired delivery temperatures.
- .6 The below grade and above grade sanitary and vent piping shall be Schedule 40 PCV.
- .7 The plumbing fixtures will be minimum commercial grade; institutional or industrial grade fixtures shall be provided where necessary.
- .8 Provide pipe expansion loops in place of expansion fittings.
- .9 Provide unions or flanged connections at equipment for maintenance, repair or replacement.
- .10 Provide replaceable bladder type expansion tanks, if required, at the highest level practical in the system.
- .11 Design piping circuits so that circulation pumps cannot be deadheaded.
- .12 Sump pumps are to be submersible-type and be located in sump pits.
- .13 Each sump pump installation is to include duplex pumps operated as lead/lag units on an alternator.
- .14 Provide high water sensor in sump to trigger local alarm.

Fire Paramedic Services
New Fire Paramedic Station

- .15 Natural gas piping shall be schedule 40 steel, sized and installed in accordance with the current version of CSA/CGA B149.1-05 or any version that supersedes it.

2.05 FIRE PROTECTION

- .1 An automatic system (wet pipe system) shall serve the building. The sprinkler system will be sized and installed in accordance with NFPA 13 “Installation of Sprinkler Systems”.
- .2 Mechanical drawings shall include concept layout drawings of all sprinkler and fire hose systems. Drawings shall show all mains, distribution piping, fire hose risers, cabinets and sprinkler heads. All other support equipment such as fire department connections, sprinkler head type and fire pumps shall also be identified. Sprinkler zones, tamper switches and electrical services shall be coordinated with Division 16. Sprinkler zones shall be identified on the drawing.
- .3 If the water pressure on site is not sufficient to provide adequate flow and/or pressure, a booster pump will be required.
- .4 The system design, installation, equipment and materials shall be approved by the Provincial and/or Municipal Fire Authorities including the FCC (Fire Commissioner of Canada).
- .5 Commissioning, testing and instruction to owner to be provided as part of the scope under this section.
- .6 Portable fire extinguishers shall be provided throughout the building. The size, type and distribution shall be in accordance with NFPA 10 “Portable Fire Extinguishers”.
- .7 Built-in wall extinguishers are to be used where possible.
- .8 Provide smoke detectors, as per code in all required areas.

ELECTRICAL SYSTEM

3.01 BACKGROUND

- .1 This section is intended to assist the Electrical Consultant and other design team members during the design process by giving guidelines about how the City of Winnipeg builds, operates and maintains electrical, computer and communication systems in new WFPS Stations.
- .2 The following guidelines are intended to form the basis of system design. The Design Consultant is expected to analyze various alternative systems based on life-

Fire Paramedic Services

New Fire Paramedic Station

cycle costs as well as ease of maintenance, expandability, ease of use and similar issues.

- .3 It is the intent that the building design as a whole meet LEED silver standards. Innovation design is strongly encouraged and as many LEED points as possible should be from electrical design.
- .4 The use of any of this information will **NOT** reduce in any way the Bidders' professional responsibility for a complete design and fully functioning installation necessary to meet City of Winnipeg needs. It remains the Bidders' responsibility to ensure all aspects of design, drawings and specifications are complete and meets the City's requirements.
- .5 Design systems and choose components with maximum reliability, maximum flexibility and minimum operation and maintenance cost. Give full consideration for future system alterations with a minimum of system shutdowns. Design as to accommodate preventative maintenance without a major building shut down. Maintenance accessibility is very important. Meet all current regulations for access and worker safety, including fall protection.

3.02 GENERAL

- .1 Electrical work shall include but not be limited to, the design supply and installation of the electrical distribution, grounding, lighting, fire alarm, power and communications.
- .2 All materials shall have CSA approval.
- .3 Provide lamacoid labels for equipment identification on all panel boards, motor starters, disconnects, etc. and for circuit identification on wiring devices.
- .4 Design submittals shall, at a minimum, include power and distribution line drawing, building lighting floor plan, building power and device floor plan, site lighting and power plan, fire alarm and emergency lighting riser diagram, voice/data layouts and estimated load calculations.
- .5 It is preferred that electrical services are run in walls. Electrical shall not be run in concrete slab. Power poles shall not be used.
- .6 Lighting throughout to be LEED compliant. Controls to be LEED compliant. Innovation in lighting design is encouraged as to be as energy efficient as possible.
- .7 Design to include fully functioning fire alarm system, compliant with all applicable codes and standards.

3.03 ELECTRICAL ROOMS

- .1 The Design Consultant shall ensure that electrical rooms are designed with adequate space.

**Fire Paramedic Services
New Fire Paramedic Station**

- .2 Electrical rooms shall be designed in accordance with all applicable codes and shall be designed to provide adequate maintenance, repair and replacement clearances for all equipment.
- .3 Clearance shall be adequate to allow maintenance activity without disassembly of any fixed installations. Clearance shall be provided in accordance with the Canadian Electrical Code.
- .4 Electrical rooms with heat producing equipment shall be provided with an automatic ventilation system.
- .5 The Architect shall approve locations of electrical equipment that affects the aesthetics of the building.
- .6 All floor mounted equipment to be on concrete housekeeping pads.
- .7 Provide a minimum of 80" of clear headroom throughout electrical rooms.

3.04 DISTRIBUTION

- .1 The building electrical service shall be a 120/208V, 3 phase, 4 wire service entrance switchboard. The switchboard, main breaker, metering, main service cables, grounding system and panel boards shall be sized for the facility plus 30% spare capacity. Busbars shall be copper, all breakers shall be "Bolt on" type.
- .2 Provide complete grounding and bonding system in accordance with the Canadian Electrical Code. Conduct ground resistance tests and submit report, include test results for each rod/mat and total system ground resistance.
- .3 Pay all associated costs for service connection including trenching and service cables, etc. Coordinate works with local electrical supply authority for service size and installation.

3.05 WIRING AND DEVICES

- .1 Conductors shall be copper and sized for a maximum 2% voltage drop on branch circuits, minimum #12 AWG.
- .2 Conductors #10 AWG and larger to be stranded.
- .3 All building and control wiring shall be run in conduit.
- .4 Variable frequency drives (VFD) shall be wired using cable designed for VFD applications.
- .5 Wiring devices to be premium specification grade.

Fire Paramedic Services
New Fire Paramedic Station

- .6 All light switches and receptacles to have stainless steel cover plates.
- .7 Light switches shall be located on the latch side of doors for room.
- .8 Provide receptacles at locations required by code and facility use, including owner supplied equipment, voltage and type as required.
- .9 Provide weather proof receptacles in parking lot. Mount to fencing or provide painted steel parking power pedestals. The use of load shedding parking lot receptacles/controllers is encouraged.

3.06 LIGHTING

- .1 Innovation in lighting design and light product selection is strongly encouraged. The use of motion, presence sensors, dimmers, etc., where appropriate, should be used to provide a lighting system that is energy efficient while providing proper lighting levels.
- .2 Provide lighting levels to Illuminating Engineering Society (IES) recommendations.
- .3 Lighting fixtures shall be specified such that replacement lenses and serviceable parts are available and cost efficient.
- .4 Exterior light fixtures shall be vandal resistant.
- .5 Exterior lighting shall be designed to minimize light pollution.
- .6 Exterior lighting shall be controlled by contactors/timers/photocells.
- .7 Provide emergency light for entire building. Battery pack shall have a minimum capacity of 60 min.

3.07 NETWORK AND COMPUTER DROPS

- .1 The following is an overview of how the City currently provides computer service to the WFPS Stations. Contract/coordinate with the Contract Administrator for further detailed information.
- .2 In terms of connectivity, the WFPS Stations are connected in one of two ways:
 - a. If the station is on or near the City's fiber optic ring, which runs on the west side of the Red River the station connects via a 1GB fiber optic connection. The fiber is run to the station and terminates in a 2' x 3' cabinet which is in the wiring closet or mechanical room.

Fire Paramedic Services

New Fire Paramedic Station

- b. If the station is not near City fiber, connectivity is provided by MTS. MTS brings cable to the station complete with 2 pieces of gear required to get the service. In this case the City provides the 2' x 3' cabinet in the wiring closet or mechanical room and MTS does the termination.

In both scenarios, the City's BTS, network division, provides a switch to go in the cabinet, which splints the connection to 24 ports. Quality of Service is configured in these switches to allow priority to dispatch traffic.

- .3 An uninterruptible power supply (UPS) of 1000va is installed on the floor below the cabinet. It provides emergency power for the network gear, as well as the nearby radio and public address gear, in case of a power failure. The UPS power is also run through a dedicated circuit to the floor watch area where it provides emergency backup power to the dispatch computer and radio equipment.
- .4 From the above mentioned switches, LAN drops run throughout the WFPS Station. The exact number and location of drops shall be determined during the design phase.
- .5 Currently, all LAN drops are expected to be CAT6 with matching category wall plates and connectors, etc. Drops are always labelled by the contractor and FPS is provided with a map of their locations. Contractors also test and provide written certification that all LAN drops are functional and perform to their expected capacity.

3.08 RADIO AND COMMUNICATIONS

- .1 The Station requires a base radio, supplied from existing FPS stock and these supporting devices:

Antenna:

- The Radio Shop will supply a Maxrad MFB8135 antenna or equivalent. (6dB gain, fiberglass omni-directional).

Mast:

- The antenna is to be mounted on a grounded 2.5" aluminum mast of suitable strength (schedule 80 minimum).
- The antenna should be on the highest point of the roof, preferably with a 360 degree view of the horizon (to ensure access to all radio towers).
- Mast can be side mounted on the building, as long as height and clearance is maintained.

Antenna Coax:

- Antenna coax will be LMR400FR (Fire Rated) or equivalent.
- Coax is to be run from the above antenna mast to the Floor Watch area.
- A building ground is required in the Floor Watch area to provide lightning protection for the radio equipment.
- The Radio Shop will supply the radio power supply, microphone, base tray and Gong circuitry from existing FPS stock.

Fire Paramedic Services New Fire Paramedic Station

- .2 There will also be a requirement for a signal wire (Cat5/6 x 1) from the Floor Watch area to the wiring closet for Gong and alarms.

3.09 INTERCOM/PUBLIC ADDRESS

- .1 Typical Fire Paramedic Stations have between 5 and 8 intercom stations, depending on layout.
 - The last new station (#21) had 6 (Floor watch, Captain's office, Public Health Office, Kitchen, Lounge and Basement).
- .2 The standard intercom used in existing WFPS Stations is made by the now defunct Ringmaster of Norway.
 - It provided ALL CALL (with audio output to the PA system), station to station and individual privacy mode. Unfortunately, this company is in various states of disarray and this product is almost impossible to obtain anymore.
 - A comparable alternative to the Ringmaster CB800 is the **AIPHONE AN8000** series <http://www.aiphone.com/products/alpha-list/detail/an800>
 - This model provides all the functions of the Ringmaster and has the capability to expand and add video over the entire FPS network in the future, over IP.
 - Each intercom station (up to 16 per controller) requires a run of Cat5/6 from the station to a controller located in the wiring closet.
 - The controller supplies the power and the audio output for the All Call.
 - Other Intercoms that would do a similar job (<http://www.aiphone.com/products/alpha-list/detail/lef>) require specialized wiring between all stations (up to 20 conductor cable), limited cable length and limited intercom station choices.
- .3 The PA system is made up of:
 - **Public Address amplifier:**
 - **a TOA A912 MkII** (120 Watt) with the following modules:
 - One S-04 Signaling Module (Gong)
 - Two B-01S Line I/P modules for Radio Audio and Intercom All Calls
 - One M-11S for the Floor Watch Desk Mic
 - **Desk Mic:**
 - **One TOA PM-660U desk mic**
 - Will require a shielded/jacketed/stranded 3 x 22 gauge wire from the Floor Watch area to the wiring closet.
 - **Speakers:**
 - Speakers to be located in each frequently occupied or isolated area (living spaces, bedrooms and basements).
 - Interior Office/Living space speakers are **TOA BS-1030W** Compact white box speakers
 - Apparatus bay uses **TOA CS0304** PA Horns, and if areas outside the building

Fire Paramedic Services New Fire Paramedic Station

are required to have speakers, the **TOA CS-154** is used.

- **Wiring:**

- The wire should be 18/2 stranded/jacketed rated FT-4 (Plenum rated).
- Wiring should run from the wiring closet to each speaker, but “daisy-chaining” closely located interior office speakers with a main run to the wiring closet is acceptable.

- **Cabinet:**

- A double swing wall mounted **Cabinet** (such as Middle Atlantic DWR-18-26PD <http://www.middleatlantic.com/dcm/wall/dwr.htm>) to house the PA amplifier, Gong Circuitry and Intercom controller.

- .4 The actual Gong circuitry will be provided and installed by the Radio Shop.

3.10 SPECIAL UPS/POWER NEEDS

- .1 All radio, gong, intercom and PA equipment **must** be powered through a UPS.
- .2 Consequently, this means a power circuit must be provided from wherever the UPS is located to the radio power supply in the Floor Watch area.
- The power requirement is low (120W), and an 18-2 cab-tire extension cord run through conduit has been provided in the past.
- .3 If the UPS is not located where the PA amp/gong circuitry and intercom controller are located, then a circuit must be provided for these as well.

3.11 HORIZONTAL CABLING

- .1 N/A
- .2 Horizontal Cabling
- a. Category 6 100 ohm 22-24 AWG four-pair unshielded twisted pair cabling certified to a minimum of 250 mhz shall be used for the data horizontal cabling. The Category 6 horizontal cabling shall meet the minimum technical specifications defined in the document ANSI/TIA/EJA – 568-B.2-1.
 - b. All data telecommunication jacks shall be of type RJ45 and shall be TIA/EIA certified Category 6. The RJ45 jack is on 8 position modular jack of the ISO 8877 type and wired as a T568A type.
 - c. One hundred percent of the installed cabling links must be tested and must pass the requirements of the standards mentioned above. Any failing link must be diagnosed and corrected.
- .3 Labelling
- a. All cables shall be labelled with tag wraps or some other permanent marker capable of withstanding multiple pulling of cable through raceways. Labels shall be located 0.5 meter from the work area end.

Fire Paramedic Services New Fire Paramedic Station

- b. All terminations shall be clearly identified on patch panel in telecommunications closet. All jacks in the patch panel must be in sequential order.
- c. At each work area, a faceplate outlet shall be professionally printed with jack numbers clearly visible without removing outlet faceplate. The labelling shall be metal or vinyl adhesive tape with embossed or indelible printing for each outlet.

ARCHITECTURAL

4.01 EXTERIOR FINISHES:

1. The selection of all exterior cladding material will reflect aesthetic considerations as well as the requirements of heavy use areas. The exterior must be of durable, low maintenance materials.
2. Pre-finished metal products may be considered for roof line trims and those areas on well removed areas on the site but those facades visible from the road will have cladding of brick, decorative concrete block, precast or poured decorative concrete, enamelled steel panels or anodized aluminium panels, providing an appealing image is presented.

4.02 BUILDING ENTRANCES:

1. The main entry will be a full size vestibule with minimum dimensions of 8' x 8' or otherwise as determined by code. The 8' dimension between doors is critical for use by motorized wheelchairs. All entranceways must be durable construction, with finishing materials chosen for damage resistance and maintenance free characteristics.
2. The main entrance doors and staff doors will be equipped with door bell and key pad and wiring to accommodate future electronic card access system.
3. Design of vestibules will include consideration of local climatic conditions, energy conservation, vandalism and frequent use. Materials and equipment selected will be durable and of high quality.
4. To facilitate the movement of furnishings, removable mullions will be installed at a minimum of one entrance door set.
5. Vestibule floors will be furnished with a residue trough with removable grill and clean out to trap water and dirt.
6. Light levels in vestibules will be on a photocell and will have variable settings to make the area a transition space between the exterior and interior.
7. Other entrances will have smaller vestibules but will serve the same purpose to control drafts and weather conditions and will be designed to suit current codes with respect to exiting and explosion (garage areas).

Fire Paramedic Services

New Fire Paramedic Station

9. H.V.A.C. design for the entrances will recognize the transition nature of the space and will consider the possible build-up of snow and ice in the area and its effect on the operation of the doors.

4.03 DOORS:

1. Office doors will be accompanied by a glass sidelight to comply with LEED requirements.
2. Steel doors and frames will be used throughout frames may be painted, however doors to have a more durable finish.
3. Overhead doors will be heavy gauge steel with transparent panels and be equipped with a heavy-duty industrial electric operator, safety edge and will be complete with manual push button station inside the building. A photocell for safety and a timer for closing will be installed for each door.

4.04 FENESTRATION:

1. The preferred method of providing windows in office areas is to provide a continuous band of windows to allow the most flexibility for initial planning and future renovations; other options may be considered, but must meet the approval of the the Contract Administrator.
2. Throughout, office doors will have sidelights to allow maximum light into interior spaces and to comply with LEED requirements.
3. Window design and selection will promote good internal and external design but also will consider the function of the surrounding areas, climatic conditions, security, vandalism, daylight requirements, and the economies with respect to the mechanical systems. Windows are to enhance LEED requirements and allow for heat to escape in the tilt position which will reduce the need for air conditioning and increase the air flow within the space. Exterior windows to be Energy Star
4. All exterior and interior windows shall have window covering appropriate for the function of the space and aid in thermal control. All exterior windows must be triple glazed with appropriate glass.

4.05 CEILING:

1. The ceiling grid system shall not be a limiting factor in the layout of any area. Ceilings in all office areas must have a finished appearance with the use of either acoustic ceiling tile or another method approved by the City. Acoustic ceilings shall be suspended tee bar, mineral or glass fibre acoustic tile, with a flame spread rating of 25 or less, and a smoke developed classification of 50 or less in accordance with the ULC Standards S102.2; complete with edge trim and sound seal where required, or as approved by

Fire Paramedic Services

New Fire Paramedic Station

- Civic Accommodations Division, Planning Property and Development Department. In general, the colour shall be white tee bars and tiles for ease of maintenance,
2. Standard office area, training area, gym and dorm areas, will have a standard suspended acoustical ceiling system with appropriate lighting. Sound insulation blankets to be incorporated in the dorm area.
 3. Specific areas such as Reception Area, Lunchroom or Community Program Room may also be suitably finished with decorative treatments such as patterned tiles extra mouldings or other feature components.
 4. In general a minimum ceiling height of eight feet (8') and maximum of ten feet (10') is required from the finished suspended ceiling to the finished floor. Bulkheads less than eight feet (8') may be acceptable.
 5. Feature ceiling height changes may be acceptable at the discretion of the Civic Accommodations Division and the Client.
 6. In areas where moisture is expected such as washrooms, shower areas, kitchen, dining room, ceilings will be drywall. Fans will assist to rid the area of moisture.
 7. Sound attenuation in the garage area is required along with moisture control to prevent mould growth.

4.06 INTERIOR ILLUMINATION:

1. All illumination will be designed to suit the activities occurring within the space, for example, fluorescent is generally adequate for most office applications.
2. Lighting in all areas to comply with LEED standards including controls.
3. The Community Program Room will all have auxiliary incandescent lighting on dimmer switches to allow note taking during a film or slide presentation.
4. Fixed and portable task lighting is required in various locations such as in the Lounge, the dorm area.
5. Feature lighting may also be incorporated to highlight art, displays or other special areas. For this, recessed down lighting or track lights may be utilized.
6. Any fluorescent light fixtures to be ambient indirect installed in a standard suspended acoustical ceiling.

4.07 INTERIOR WALLS:

1. Washroom areas to be ceramic tile, floor to ceiling.

Fire Paramedic Services

New Fire Paramedic Station

2. In all areas, the finishes shall consist of materials appropriate for the function of the space. Selection will be based on colour, clean appearance and ease of maintenance. In all cases, selection of materials and colour will be from within a fully developed colour scheme. Accents of various types will be incorporated as the situation allows.
3. The design and layout of walls must maximize sound separation, with sound control as required. All private offices, training rooms, quiet room, dorms, lounge, showers and bathrooms to provide acoustical privacy.
4. Baseboards or cove mouldings will be applied throughout to ease cleaning and protect the walls. Base boards to be suitable to flooring type in area.
5. In areas of heavy use such as some corridor ways, corners are subject to excessive bumping with equipment. These corners will be protected with heavy aluminium mouldings with coloured plastic inserts or covers.

4.08 FLOORING:

1. Flooring throughout to require little maintenance and able to withstand 30 years of 24/7 usage. Flooring shall be non slip. Flooring shall not be vinyl.
2. Exercise area flooring to be rubber sports flooring

4.09 HARDWARE:

1. All hardware and fittings shall be of sufficient quality to ensure prolonged, maintenance-free operation. Heavy use and protection against potential vandalism will be considered as relevant criteria in the selection of specific products. Hardware shall meet the requirements of the Canadian General Standards Board as well as the requirements of the latest CAN/CSA-B651-M95 Barrier Free Design.
2. Door passage sets will be lever-type for ease of use by the physically challenged.
3. Kick plates are required on both sides of all high traffic doors such as Washrooms, Kitchen, Lounge, Exercise Area, entranceways, etc.
4. Other door hardware includes closers on entrance doors and Washroom doors. Main entrance will utilize electro-mechanical openers and closers.
5. Overhead doors will have electric operator and will have a photocell and timer for closing. A manual push-button operator will also be installed.
6. Soap dispensers to be automatic.

Fire Paramedic Services

New Fire Paramedic Station

7. The handicapped Washrooms will utilize an in-counter system of dispensing and disposal of paper towels.
8. Other paper towel dispensing and waste paper disposal will utilize an in-wall system.
9. Shower stall and change compartments will be equipped with heavy gauge vinyl shower curtain complete with rod and hooks, stainless steel coat hooks, bench, soap dish and interlocking vinyl mesh deck mat.
10. Key pad at all entry doors with door bell.

4.10 FIXTURES AND FITTINGS:

1. The basis for selection of fixtures and fittings in Washrooms and common areas shall be their ability to withstand heavy use while providing easy cleaning and maintenance characteristics. The fixture must also comply with LEED requirements.
2. A reverse osmosis system to be provided at the kitchen island for consumable water.
3. Slop sink in the Janitor's room will be a floor-type, complete with bucket hook and backflow prevention, so as to not contaminate potable water.
4. Toilet partitioning system will be complete with coat hook and palm operable catch.

4.11 EMERGENCY EQUIPMENT:

1. Emergency equipment including fire alarm boxes, sprinklers, fire extinguishers, standpipes, hydrants, etc., must be provided and installed in accordance with local fire and building regulations. Appropriate identifying signs, labels, etc., must be posted as required and shall meet requirements of NFPA standards, i.e. NFPA 13 (sprinklers) NFPA 10 (standpipe).
2. Where illuminated exit signs are required by code, "self-illuminating" types will not be used unless prior approval has been issued by the City of Winnipeg, Planning Property & Development Department, Civic Accommodations Division, for each specific case.
3. Bidder must ensure ease of access by all emergency vehicles and personnel.
4. To assist the deaf or hearing impaired, strobe lights will be connected to the fire alarm system and will be positioned in areas where an individual may be alone such as a Washroom. Use combination Horn/Strobe for the safety of all. Two stage alarms should be used in libraries or large assemblies.
5. For the blind or vision impaired, exit lights offer a lit "path" if set to flash on and off in sequence to show direction.

Fire Paramedic Services
New Fire Paramedic Station

6. Call-to-duty alarm shall be centrally located with annunciators strategically located within the building and at the exterior to call employees in, as well as to announce the exiting vehicles to all who may be near the facility.

4.12 SIGNAGE:

1. Exterior signage will include address and occupant identity on the building face and will be of individual, raised figures. The signage will be of sufficient size, and will be positioned, to be visible from the road. Ideally, this will also be visible at a closer range by a wheelchair occupant. The sign will also have extra illumination designed in such a way as to reduce or eliminate shadows from the letters. If the sign is too high to be visible by a wheelchair occupant, additional signage may be required at a more user-friendly height.
2. Tactile secondary signage for the visually impaired will be accessed for touch. For this signage, it may be advisable to have an embossed sign with a textured background and raised smooth letters.
3. Additional signage will be used for parking stalls, traffic control, building entrances or showing area use. These signs will be generally metal with paint, vinyl and reflective tapes.
4. Offices and most interior areas will make use of press-on vinyl lettering as used by the City of Winnipeg, Planning Property & Development Department, Civic Accommodations Division.
5. Feature signage may be incorporated in the kitchen, lounge training room, reception waiting, and gym area. This may take the form of graphics developed with the colour scheme or may be a special type such as a suspended painted acrylic type.
6. Other interior signs will be of a press-on variety used by the Civic Accommodations Division, except in areas where international symbols may also be used to designate washrooms, etc. Signs will have lettering, large in size, of contrasting colours and where applicable, will be raised. Interior of stairwells will have signage indicating floor levels if applicable.
7. Fire exiting signs and procedures will be mounted strategically throughout. All fire extinguishers, exit signs and emergency lighting will be included throughout.
8. All signage will be in both official languages.

4.13 BUILT-IN FURNISHINGS:

1. Millwork to meet AWMAC premium grade standards, latest edition.

4.14 FURNITURE:

Fire Paramedic Services New Fire Paramedic Station

1. All furniture and accessories to be included. The list to include the following
2. Workstations to use modular panel systems, work surfaces, storage components and accessories. Glazed panels and other architectural elements may be used.
3. The city reserves the right to delete any items of the furniture and replace them with furniture from surplus stock.
4. All furniture to have a 10 year warranty and be designed to withstand 24 hours 7 days a week use.
5. Three options to be submitted for each item for client's final selection. Samples of the final selection to be available for viewing.

Rooms

- 101 Public Entry/Vestibule (part of circulation)
Tack board for display
- 103 Reception/Waiting area
2 upholstered reception arm chairs, 1 end table, Public Education Board
- 105 Control Room
Recliner Chair, Wall mounted City maps
- 108 Captain's Office/Quarters/locker
Murphy bed or full recliner, 4 lockers, Desk c/w return, credenza, overhead storage, operator's chair, 4 high lateral filing cabinet, 2 side chair, articulating arm, tack board
- 109 Lieutenant's Office
Murphy bed or full recliner, 4 lockers, Desk c/w return, credenza, overhead storage, operator's chair, 4 lateral high filing cabinet, articulating arm, tack board
- 110 Medical Supervisor's or Paramedic Office
Desk c/w computer return, credenza, overhead storage ergonomic chair articulating arm, 4 high lateral filing cabinet, 2 side chairs, tack board Murphy bed or full recliner,
- 111 Fire Prevention Office
Desk c/w return, credenza, overhead storage, ergonomic chair, articulating arm
1 lateral filing cabinet, tack board
- 112 Kitchen
Viking gas stove, VGIC3686B 36"W, Backsplash, C36BG6,
2 36" W Fridge with bottom draw freezers, Commercial grade dishwasher,
Commercial grade microwave,

Fire Paramedic Services
New Fire Paramedic Station

- 114 Dining Room
Dinning table for 10 chairs, arm chairs to be swivel tilters high backs on caster, tack board, white board
- 115 Lounge Area
6 recliner chairs, 3 end tables, 2 coffee tables, (or some combination)
6' credenza, lamps,
- 116 Community Program & Training Room
Training tables and arm chairs with caster for 13 people, Presentation board c/w tack board, white board, projection screen, Storage unit for supplies, Lecture
- 117 Computer Area
2 computer tables with articulating arms, 2 operators' arm chairs with casters and height adjustment
- 118 Utility Room
- 119 Telephone/Data wiring Room
Computer rack
- 121 Dormitory Rooms items per room
8 lockers, 2 single beds, two night table, 2 lamps, 2 side chairs,
- 126 Quiet Room
3 seater sofa, coffee table, 2 end tables, 4' credenza,
- 127 Gym
Equipment supplied from other stations

Apparatus

- A01 Apparatus
8' work bench,
- A04 Decontamination & Medical Supplies
4only 72"h, 36"w, 18"d high metal storage units with locks,
- A05 Turn Out Gear wash & dry
Washing machine, Front Loading Commercial Grade Washing Machine with a 35 lb Capacity for the cleaning of firefighter turnout gear.

Fire Paramedic Services
New Fire Paramedic Station

A06 Turn Out Gear Lockers
28 lockers size 24"w, 18"d, 72"h, metal perforated for air flow with locks, shelf, rod, identification on each lockers,

Waste baskets throughout

E02 Patio area
8' long Picnic table c/w benches

4.15 ARTWORK AND PLANTS:

1. Interior artwork and plants are the responsibility of the City of Winnipeg and will be provided according to City policy.

4.16 COLLABORATIVE DESIGN:

1. The architectural, interior designer, mechanical, structural and electrical engineers will work together to develop a first class building.

4.17 LEED:

1. The City of Winnipeg has mandated all new WFPS Stations achieve LEED Silver rating.

This could be achieved under LEED New Construction Canada or LEED Commercial Interiors Canadian.

2. Areas of credits include Sustainable Sites, Water Efficiency, Energy and Atmosphere, Material and Resources, Indoor Environmental Quality and Innovation and Design Process. Innovation and design process addresses expertise in green design and construction, as well as design measures not covered under the 5 categories.

APPENDIX D – OFFER TO LEASE

Appendix D

Offer to Lease

A Public-Private Partnership for Winnipeg Fire Paramedic Station located at:

(address)

Lease Accommodation for the Winnipeg Fire Paramedic Service, City of Winnipeg

Between:

The City of Winnipeg (hereinafter called the "**Tenant**")

and

_____ (hereinafter called the "**Landlord**")
(Full name of person, partnership, corporation, joint venture or organization by whom Offer to Lease is made).

For and incidental to a Fire Paramedic Station, all as more particularly shown in the Contract Documents forming part of Request for Proposal No. 200-2009B, on the lands described as follows:

(legal description of property)

(If Proposal is being made for use of an alternate site, insert or attach full municipal address and legal description and attach a copy of both sides of the current Certificate of Title)

All of which hereinafter called the "**Demised Premises**".

The Landlord, having examined the Request for Proposal No. 200-2009B document in its entirety, proposes and offers to lease the Demised Premises to the Tenant in accordance with the terms and conditions as are set out in this Offer to Lease (hereinafter called the "**Offer**"). Upon written acceptance by the Tenant of the Offer made by the Landlord this Offer will form in part the terms and conditions of a Lease Agreement (hereinafter called the "**Agreement**").

A. The Landlord covenants and agrees:

1. To provide the Demised Premises ready for use and occupancy no later than the **1st day of _____, 2010;**
2. And warrants and guarantees that any work required of the Landlord to comply with all requirements, as set out and as more particularly described in Request for Proposal No. 200-2009B, will all be fully completed by the **1st day of _____, 2010;**
3. That the Demised Premises and the Tenant's intended use thereof comply with all relevant laws of the Province of Manitoba, Municipal By-Laws,

codes and zoning requirements, and any requirements of those authorities having jurisdiction including the provision of building permits and occupancy permits;

4. To provide professional services to perform:
 - a. The coordination and scheduling of all servicing (what is meant by servicing), construction, furniture deliveries, move in, telephone, and all other matters and things required to effect occupancy;
 - b. The final inspection for deficiencies, defects, (*That is what deficiencies are*); and
 - c. To obtain from local authorities all required permits, approvals, and certificates required to construct and permit occupancy of the Demised Premises.
5. That all building systems, structures, finishes, coverings, and equipment provided in the Demised Premises shall be in new condition;
6. At all times during the lease term of the Agreement, to maintain the Demised Premises in a good and tenantable state of repair; and
7. In accordance with written notice received from the Tenant, to promptly make good any defect and want of repair.

B. The Semi-Gross Annual Rent for the Demised Premises shall be determined by multiplying the total area of the Demised Premises expressed in usable square feet by the Semi-Gross Annual Rent per square foot, payable in equal monthly installments, in advance, on the first day of each and every month of the lease term as contained in the Agreement.

C. That the Semi-Gross Annual Rent, as defined in D. below, not including GST, , shall be

Thirty (30) Year Lease Term:	Semi-Gross Annual Rent:
Years 1 – 30	Inclusive \$_____ / per square foot

D. Semi-Gross Annual Rent is the cost of the Landlord providing the Demised Premises and any and all goods and services, exclusive of those goods and services to be provided by the Tenant as defined in E. below, which shall include the following:

1. "Insurance" means, the Landlord to provide and maintain, at all times during the duration of the Agreement:
 - a. Commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with the Tenant added as an additional insured; a cross-liability clause, such liability policy to also contain non-owned automobile liability and products and

- completed operations;
- b. Automobile liability insurance for owned automobiles used for or in connection with the Agreement in the amount of at least two million dollars (\$2,000,000.00);
 - c. All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba and/or as deemed acceptable by the Insurance Supervisor of the City of Winnipeg;
 - d. Contingent Gross Rental Income insurance, in the amount of 100% of the Annual Rent and Additional Rent;
 - e. All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba or as determined to be acceptable by the Contract Administrator in consultation with the Insurance Supervisor of the City of Winnipeg;
 - f. Any and all deductibles shall be borne by the Landlord;
 - g. The Landlord shall not cancel, materially change, or cause any such policy or policies to lapse without minimum thirty (30) days prior written notice to the Tenant;
 - h. The Landlord shall file with the Tenant a Certificate or Certificates of Insurance evidencing all requirements in a form satisfactory to the City Solicitor;
 - i. The Tenant shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of the Agreement;
 - j. If during the lease term hereby demised or any renewal thereof the Demised Premises shall be damaged or destroyed by a peril in respect of which the Landlord is insured, the Annual Rent shall abate in the proportion that the part of the Demised Premises rendered unfit for occupancy bears to the whole of the Demised Premises until the Demised Premises are rebuilt; and the Landlord agrees that it will with reasonable diligence repair the Demised Premises unless the Tenant is obligated to repair under the terms hereof or unless the Agreement is terminated as hereinafter provided;
 - k. The Landlord shall ensure that any contractor or sub-contractor hired to perform maintenance, repairs or other forms of work on the building, premises, or parts thereof, provides evidence of adequate insurance to the Tenant prior to commencing work on the Demised Premises.
 - l. "Operating Costs and Maintenance" means expenditure for the following:
 - m. Maintenance of the grounds and landscaped areas forming part of the Lands
 - n. Snow removal for all thoroughfares inclusive of walkways and parking lots and to including related labour and payments to contractors.
 - o. Maintenance, repairs and replacements to all building systems and

structures. Maintenance to be performed by the Landlord is as documented by the Original Equipment Manufacturer's maintenance specifications and national and provincial building code(s) for all building systems and structures as contained in Request for Proposal No. 200-2009B, and shall include, without limiting the generality of the foregoing:

- i. Floors, foundation, roof, roof membrane, stairways, all exterior and load bearing walls;
 - ii. Plumbing, electrical and mechanical systems;
Lighting systems inclusive of replacement of light bulbs and fluorescent tubes and ballasts
2. All Operations and Maintenance, shall be the sole responsibility of the Landlord, but which is made at the request of the Tenant, is to be performed in a timely manner, and shall include, without limitation:
- a. Performance in a timely manner, to be completed at a mutually agreeable time;
 - b. Where the Tenant and Landlord cannot agree on a mutually agreeable time or in the event repairs must be made immediately by reason of an emergency at the cost of the Tenant, the Landlord shall reimburse the Tenant for all costs of performing such operations or maintenance;
 - c. The Landlord shall be required to submit any and all maintenance and testing records to the Tenant within 14 working days of the maintenance and or testing having been performed;

The Landlord guarantees and warrants all work against any and all defects or deficiencies which may arise and will, at the Landlord's sole cost and expense, remedy any and all damage that may arise or result from any defect or deficiency as requested by the Tenant.

3. "Tenant Improvements" means all construction, fitting-up, and improvements required to be made by the Landlord to the Demised Premises pursuant to I Request for Proposal No. 200-2009B.
- E. The Tenant shall pay, as Additional Rent, to include:
1. Realty Tax including all municipal real property taxes, school taxes, and business taxes if applicable, charged upon the Demised Premises and excluding interest and penalties for late payment; and
 2. Goods and Services Tax (GST) applicable in respect of the Agreement to be executed between the Landlord and Tenant.

Such Additional Rent shall be paid at the time and in the manner as the Annual Rent is payable under the Agreement.

- F. No payment to the Landlord, except for Annual Rent as defined in C. above, and Additional Rent as defined in D. above, or Tenant forces shall be required

for any purposes related to the continued occupancy of the Demised Premises.

G. The Tenant to pay directly, those goods and services as specified below:

1. "Utilities" means all amounts paid for:
 - a. Fuel(s) used in heating and cooling;
 - b. Electric current;
 - c. Hot and cold water;
 - d. Sewer;
 - e. Telephone;
 - f. All labour and/or wages and other payments made to employees involved in procurement of such goods and services.
2. "Janitorial Services" means any and all goods and services necessary to provide cleaning as specified below:
 - a. All labour and/or wages and other payments made to janitors, caretakers and other on-site employees involved in cleaning;
 - b. Total charges of any independent contractors employed to provide cleaning;
 - c. All amounts paid for supplies and necessities which are occasioned for every day use, and shall include, without limitation:
 - i. Cleaning supplies such as surface cleansers and disinfectant;
 - ii. Paper supplies such as towels and toiletries;
 - iii. Garbage receptacles and liners.
3. "Security and Monitoring" means services are any and all goods and services necessary to provide building security and building system monitoring of the Demised Premises as specified below:
 - a. All labour and/or wages and other payments made for security and monitoring and other on-site employees involved in security and monitoring;
 - b. Total charges of any independent contractors employed to provide security and monitoring;
 - c. All amounts paid for secured access.
4. "Insurance" means to provide and maintain, at all times during the duration of the Agreement:
 - a. Tenant's Legal Liability insurance to adequate and appropriate limits;
 - b. Property insurance and Boiler and Machinery insurance at replacement cost values; Policies to include the Landlord as an additional named insured;
 - c. Any and all deductibles shall be borne by the Landlord; except to the extent the loss is attributable to actions of the Tenant.

H. In the event that a Substantial Performance Certificate is provided by the Contract Administrator to the City of Winnipeg prior to _____1, 2010, the Semi-Gross Annual Rent, payable in equal monthly installments, in advance, on the first day of each and every month of the lease term of the Agreement, shall commence the first day of the month following the date of

issue of the Substantial Performance Certificate and that date shall become the first month of the lease term.

- I. In the event that a Total Performance Certificate is not provided by the Contract Administrator to the City of Winnipeg by _____ 1, 2010, the Semi-Gross Annual Rent, payable in equal monthly installments, is to be reduced by 10% on the first day of each and every month of the remaining lease term, commencing on _____ 1, 2010, until a Total Performance Certificate is provided by the Contract Administrator to the City of Winnipeg.
- J. Subject to the Tenant's security requirements and reasonable prior notice, the Tenant shall permit the Landlord or the Landlord's authorized agent at all reasonable times to enter for the purposes of examining the state of repair of the Demised Premises and making repairs thereto.
- K. The Landlord shall provide the Tenant's representative with a complete and current list of names, telephone numbers, and addresses of the Landlord's employees, servants, and agents who may be contacted at any time in the event of emergency or failure of any service to be provided by the Landlord as herein specified, for the purposes of making repairs as may be required or to restore such service.
- L. The Tenant reserves the right to conduct security investigation for any and all stakeholders and all persons involved in any capacity with the Agreement. If any such stakeholders or persons security investigation is deemed to be a matter of concern to the Tenant, the Tenant may take whatever necessary actions it deems appropriate to resolve the matter.
- M. That prior to final execution of the Agreement, the Landlord shall obtain at its sole cost a Non-Disturbance Certificate, from any and all mortgagees who have registered or intend to register a mortgage on the title(s) of the property and which registration will result in the mortgagees obtaining first priority over the Agreement. The Non-Disturbance form to be executed shall be either provided by the Tenant or if not provided by the Tenant, the content of such form shall be to the Tenant's satisfaction.
- N. The Tenant reserves the right to erect any structure or use the lands around the building for Winnipeg Fire Paramedic Service business only. The Landlord shall not construct any structures or use the lands around the building for any purpose unless approved by the Tenant.
- O. The Tenant may require changes to the Tenant Improvements after approval of the Project Development Agreement, as contained in Request for Proposal No. 200-2009B, but prior to commencement of the lease term as contained in the Agreement and the parties shall establish a process for dealing with such changes. The Tenant may also require changes to the Tenant Improvements after commencement of the Agreement. The Tenant will not make, erect, install or alter any Tenant Improvements or fixtures in the Demised Premises

without having requested and obtained the Landlord's prior written approval, which the Landlord shall not unreasonably withhold.

- P. The Landlord will further provide the Tenant with a Tenant Allowance, in each of years seven (7), fourteen (14), and twenty-one (21) of the lease term in the Agreement as set out below:

Lease Term Year:	Tenant Improvement Allowance:
Lease Year Seven (7)	Inclusive \$ _____/gross square foot
Lease Year Fourteen (14)	Inclusive \$ _____/gross square foot
Lease Year Twenty-One (21)	Inclusive \$ _____/gross square foot

- Q. The Tenant shall have the option to renew the Agreement for two (2) further terms of ten (10) years each on the same terms and conditions as set out in the Agreement executed pursuant to this Offer, at an annual rental which shall be negotiated to the mutual satisfaction of the parties hereto but not to exceed prevailing market conditions at the time of renewal as determined by a third party, third party of which to be identified and documented in the Agreement.
- R. The Landlord shall provide the Tenant with the option of fee simple ownership of Demised Premises and all equipment and chattels therein not already belonging to the Tenant upon receipt of a Total Performance Certificate to be provided by Number Ten Architectural Group and at future regular intervals. The Tenant shall have an established right, at its sole discretion, to obtain such total ownership by way of purchase and the Landlord shall provide the Tenant with purchase prices for total ownership at the end of construction (total performance), and at the end of years ten (10), twenty (20), and thirty (30) of the lease term contained in the Agreement, as set out below:

Purchase Option:	Purchase Price:
Upon Total Performance	Inclusive \$ _____
Lease Year (end of) 10	Inclusive \$ _____
Lease Year (end of) 20	Inclusive \$ _____
Lease Year (end of) 30	Inclusive \$ _____

- S. The Landlord has no right to transfer, assign, pledge or otherwise alienate or encumber either in whole or in part any Agreement with the Tenant without the prior written consent of the Tenant.
- T. This Offer shall remain open for acceptance by the Tenant for a period of 120 days from the Submission Deadline as contained in Request for Proposal No. 200-2009B. Adjustments/alterations to this Offer will not be permitted after the Submission Deadline as contained in Request for Proposal No. 200-2009B.

- U. Upon acceptance of this Offer and negotiation of any additional terms and conditions to be contained in the Agreement, the Agreement shall be prepared by the Landlord's solicitor, at the expense of the Landlord, and shall be executed by the Landlord and the Tenant before the commencement of the lease term as contained in the Agreement, but the covenants expressed herein shall be binding on the Landlord and the Tenant from the date on which this Offer is accepted notwithstanding that for any reason the Agreement may not be prepared or executed.
- V. The Landlord and the Tenant each to pay their own legal costs and disbursements.
- W. Any notice required to be given to the Tenant shall be sufficiently given in person or addressed to:

Reid Douglas
 Deputy Chief, Support Services
 Winnipeg Fire Paramedic Service
 Telephone No. (204) 986-3555
 Facsimile No. (204) 986-7920
 Email: reiddouglas@winnipeg.ca

Any and every notice, if forwarded by mail, whenever mailed shall be deemed to be served on the date on which the same is, in fact, delivered or on the third business day next following the day on which it is mailed, whichever is the earlier.

Whenever the singular or the masculine is used in this Offer it shall be construed as if the plural or the feminine or the neuter had been used where the context so requires and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

This Offer forms an integral part of Request for Proposal No. 200-2009B.

WITNESS

(Clearly print or type full name)

 Signature

 Signature and Office

 Date

 Date