



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 66-2010 ADDENDUM 15**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE  
DESIGN AND DEVELOPMENT OF THE WINNIPEG POLICE SERVICE HEADQUARTERS AT  
266 GRAHAM AVENUE (FORMER CANADA POST BUILDING) IN WINNIPEG**

**NOTE:  
SITE INVESTIGATION AND PROPONENTS CONFERENCE ARE LISTED IN B3.**

**Proposals shall be submitted to:**

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

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND DEVELOPMENT OF THE WINNIPEG POLICE SERVICE HEADQUARTERS AT 266 GRAHAM AVENUE (FORMER CANADA POST BUILDING) IN WINNIPEG

### **B2. SUBMISSION DEADLINE- REVISED**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 7, 2010.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION AND PROPONENTS CONFERENCE**

B3.1 The Project Manager or an authorized representative will conduct Site Investigation tours of the existing Canada Post Building and other Winnipeg Police Service (WPS) facilities on:

- (a) April 7, 2010 at 9:00 a.m. – Proponents wishing to utilize the parking facilities and transportation provided by the City are encouraged to arrive no later than 9:15 a.m. and park at East District Police Station at 1750 Dugald Road to prepare for a 9:30 departure;
- (b) April 7, 2010 at 10:00 a.m. – Public Safety Building at 151 Princess Street;
- (c) April 7, 2010 at 11:45 a.m. – WPS Evidence Storage Facility at 850 Empress Street;
- (d) April 7, 2010 at 1:00 p.m. – 911 Communication Centre at 700 Assiniboine Park Drive;
- (e) April 7, 2010 at 2:30 p.m. – East District Police Station at 1750 Dugald Road;
- (f) April 8, 2010 at 9:00 a.m. – Existing Canada Post Building at 266 Graham Avenue; and
- (g) April 8, 2010 at 1:15 p.m. – Proponent's Conference - City Hall, Administration Building, 510 Main Street, 2<sup>nd</sup> floor Conference Rooms.

B3.1.1 Lunch will be provided on April 7, 2010.

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

B3.1.3 All day parking will be available at the East District Police Station on April 7, 2010.

B3.1.4 Transportation for the April 7 Site Investigations will be provided by the City for Proponents registered for the Site Investigation.

**B3.1.5 Proponents wishing to utilize the transportation provided by the City of Winnipeg are requested to advise the Project Manager when registering for the Site Investigation.**

B3.1.6 Proponents who elect to use their own vehicles are advised that parking may be limited at some sites.

B3.2 Proponents are advised that the taking of photographs or video recordings is prohibited during the Site Investigation.

B3.3 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend. Access at other times is strictly prohibited at some of the sites.

B3.4 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

#### **B4. ENQUIRIES**

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

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

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B4.7 Proponents questions will be placed in three different categories:

- (a) Proponent Conference Questions;
- (b) General Proponent Questions;
- (c) Confidential Questions.

B4.7.1 Proponents must submit their questions in writing in accordance with B4.1. Questions not marked "Confidential" will be considered as "General".

B4.7.2 The Project Manager may determine that a "Confidential" question requires clarification to all Proponents. In that case, the Project Manager will notify the Proponent who submitted the question and request that they revise the "Confidential" label to read "General". If the question remains "Confidential", the Project Manager reserves the right to not provide an answer.

B4.7.3 Questions in B4.7(a) and B4.7(b) will be answered by Addenda. Questions in B4.7(c) will be answered, in writing, to the Proponent that issued the Question.

B4.8 Proponents shall submit questions to the Project Manager at least five (5) Business Days prior to the Submission Deadline.

B4.9 Notwithstanding B7.2, the Project Manager will issue each Addendum or answer the question considering the time required in relation to the subject contained in the Addendum, but in any event, at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

#### **B5. AVAILABLE INFORMATION**

B5.1 The City maintains an Information FTP site (File Transfer Protocol) for documents (drawings and reports) related to this Project.

B5.2 Access to the Information FTP site is available **only** to Persons who register with the Project Manager listed in D2.

- B5.2.1 The City's Project Manager may, acting reasonably, decline requests for registration.
- B5.3 Proponents are advised that the forwarding of the Information FTP link or the information on the site is strictly prohibited.
- B5.4 The City makes no representations or warranties with respect to the accuracy or sufficiency of information made available on its Information FTP site.

## **B6. CONFIDENTIALITY**

- B6.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B6.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B7. ADDENDA**

- B7.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B7.2.1 Addenda will be issued to Proponents by facsimile and/or email.
- B7.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B7.4 Proponents are entirely responsible for disseminating information regarding Addenda to any person(s) involved in this Project.

## **B8. PROPOSAL SUBMISSION**

- B8.1 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified below. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B8.2 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A);
  - (b) Fees (Section B);
    - (i) Table 1;
- B8.3 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C);
  - (b) Experience of Key Personnel Assigned to the Project (Section D);

- (c) Project Understanding and Methodology (Section E); and
- (d) Project Schedule (Section F).

- B8.4 Further to B8.2, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.5 Further to B8.3, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.6 Proponents should submit one (1) unbound original (marked "original") and six (6) copies for sections identified in B8.2 and B8.3.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B8.8 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Proponent's name and address.
- B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.10 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B8.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B9. PROPOSAL (SECTION A)**

- B9.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his own name, it shall be signed by the Proponent;

- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B10. FEES (SECTION B) - REVISED**

B10.1 The Proposal shall include a **Fixed Fee** for all disciplines, identified and necessary, for each Scope of Service phase of the Project, which include:

- (a) Pre-Design;
- (b) Schematic Design/Program of Requirements completion;
- (c) Design and Specification Development
- (d) Contract Document Preparation;
- (e) Procurement Process;
- (f) Construction Services; and
- (g) Post Construction Services.

B10.1.1 Adjustments to the Fixed Fee will only be considered based on increases to the Scope of Services.

B10.1.2 The City will not consider an adjustment to the Fixed Fee based on changes in the Project budget.

B10.2 Details of the Scope of Services are provided under D4 and D5.

B10.3 The Fixed Fee shall include all Disciplines identified by the City and those additional Consultant/Subconsultant Services necessary to complete the Project.

B10.4 The Fixed Fee shall be broken down by phase as shown on Table 1 - Total Fixed Fee. Fees will include all Services consisting of but not limited to Architectural, Engineering, and specialty consultant services.

B10.4.1 Notwithstanding C1.1(c), the Fixed Fee shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B10.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(c), but shall exclude those items identified in B10.4.1 plus the costs of any materials testings, soils and hazardous materials investigations during construction.

B10.6 The Fee Proposal should also include a Schedule of Hourly Fees for additional Consultant/Subconsultant Services required to complete the Project, but not anticipated at the time of Award of Contract.

B10.7 This Project is an addition/renovation and as such the Scope of Services cannot be defined in this document. During design and construction issues will arise that will need to be addressed given the age of the facility. Your submission should address the issue of the increased



Services required for this type of Project and it should be reflected in the fees to compensate your team for the increased Project Scope of Services and time commitment on the Project.

B10.8 For the convenience of Proponents, the City is providing a Word document of Table 1.

B10.9 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.9.1 Notwithstanding B10.4, the Proponent should indicate which portions of the fee will be subject to MRST.

B10.10 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B11.1 Proposals should include:

(a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of construction and contract administration services on up to three architectural and/or engineering Projects for police facilities of similar size and complexity;

B11.1.1 Submissions may also include experience in facilities with similar uses to those required for this Project.

B11.2 For each Project listed in B11.1, the Proponent should submit:

- (a) description of the Project;
- (b) role of the Proponent or Subconsultant;
- (c) Project's original contracted construction cost and final construction cost;
- (d) design and construction schedule (anticipated Project schedule and actual Project delivery schedule, showing design and construction separately);
- (e) Project owner;
- (f) reference information (two current names with telephone numbers per Project).

B11.2.1 Where applicable, information should be separated into Proponent and Subconsultant Project listings.

B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

## **B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B12.1 Describe your approach to overall team formation and coordination of team members.

B12.1.1 Include an organizational chart for the Project.

B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for Projects of comparable size and complexity, including the principals-in-charge, the Consultants Representative, managers of the key Disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the key participants in the Project should be identified in the organizational chart referred to in B12.1.1.

B12.3 For each person identified, list at least two comparable Projects in which they have played a primary role. If a Project selected for a key person is included in B11.1, provide only the Project name and the role of the key person. For other Projects provide the following:

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

**B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E) - REVISED**

- B13.1 Describe your firm's Project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B13.2 Methodology should be presented in accordance with the following Scope of Service phases:
- (a) Pre-Design;
  - (b) Schematic Design/Program of Requirements completion;
  - (c) Design and Specification Development;
  - (d) Contract Document Preparation;
  - (e) Procurement Process;
  - (f) Construction Services; and
  - (g) Post Construction Services.
- B13.2.1 Provide a detailed list of deliverables for B13.2(a) to B13.2(d) which shall be evaluated in accordance with B22.1(f).
- B13.3 Describe the collaborative process/method to be used by the key design professionals of the team in the various design phases of the Project.
- B13.4 Details of the required Project Scope and Scope of Services are provided in D4 and D5.
- B13.5 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the team's understanding of the urban design issues;
  - (c) the proposed Project construction budget;
  - (d) the City's Project methodology with respect to the information provided within this RFP; and
  - (e) any other issue that conveys your team's understanding of the Project requirements.
- B13.6 The proposed methodology should take into consideration that this staged Project is primarily an addition and renovation to a 50 year old facility. Part of the challenge will be to architecturally complement the building with the addition and renovations to ensure compatibility with an existing downtown environment. New building systems and structures require integration with some existing systems and structures.
- B13.7 For each person identified in B12.2 list the percent of time to be dedicated to the Project. Provide information in accordance with the Scope of Service phases identified in B13.2.

**B14. PROJECT SCHEDULE (SECTION F)**

- B14.1 The Proponent should submit a detailed Project schedule consistent with the timelines detailed in D13.
- B14.2 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar Project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each phase of the Consultant Scope of Services.

B14.3 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

## **B15. QUALIFICATION**

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering Projects for police facilities or facilities with similar uses and of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- (e) demonstrate that they have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract.

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

## **B16. ELIGIBILITY**

B16.1 Various organizations provided investigative services with respect to the condition of the Canada Post building. Copies of all reports are available on the City's Information FTP site (B5). In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure of the condition reports and related information. The organizations are:

- (a) Shindico Realty Inc.
- (b) AECOM Canada Ltd.
- (c) LM Architectural Group
- (d) Bird Construction Ltd.
- (e) Crosier, Kilgour and Partners Ltd.
- (f) Goulet Elevator Services
- (g) SMS Engineering Ltd.
- (h) Pinchin Environmental Ltd.

**B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B17.1 Proposals will not be opened publicly.
- B17.2 After the award of Contract, the name of the successful Proponent will be provided to Proponents who have submitted a Proposal.
- B17.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his submission upon written request to the Project Manager.

**B18. IRREVOCABLE OFFER**

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

**B19. WITHDRAWAL OF OFFERS**

- B19.1 A Proponent may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B19.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B19.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Proponent who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B18.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B20. INTERVIEWS**

B20.1 The Project Manager may, in his sole discretion, interview Proponents during the evaluation process.

## **B21. NEGOTIATIONS**

B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B21.3 If, in the course of negotiations pursuant to B21.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B22. EVALUATION OF PROPOSALS**

B22.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 20%
- (d) Experience of Proponent and Subconsultants; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 10%

B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

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

B22.4 Further to B22.1(c), Fees will be evaluated based on Fees submitted on Table 1.

B22.5 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on architectural and/or engineering Projects for police facilities or facilities with similar uses and similar size and complexity.

- B22.6 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, including the Project manager and the managers of the key Disciplines.
- B22.7 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B22.8 Further to B22.1(g), Project Schedule will be evaluated considering the Proponents ability to comply with the requirements of the D13.
- B22.9 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide responses to B8.3, the score of zero or fail will be assigned to that Section.

### **B23. AWARD OF CONTRACT**

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with 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.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B23.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).**
- B23.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of his Proposal upon written request to the Project Manager.
- B23.6 Further to B23.2.1(a), sufficient funding for the Project has not been approved by City Council. If sufficient funding is not approved within a reasonable time frame, the City shall not proceed with this Contract.
- B23.6.1 The City may, at its discretion, award the Contract in phases.
- B23.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2010/03/15) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are attached as Appendix C.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. PROJECT MANAGER**

D2.1 The Project Manager is:

Abdul Aziz, P.Eng.

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

Telephone No. (204) 986-6213

Facsimile No. (204) 986-3267

D2.2 For access to the Information FTP site, please email your request to the above email address.

D2.3 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

D2.4 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

#### **D3. BACKGROUND**

D3.1 In December 2007, City Council approved the 2008 Capital Budget and the 2009-2013 Five Year Forecast with a recommendation that the budgeted expenditure for the Public Safety Building re-cladding Project, the related decanting Projects and the Identification Unit-Forensic Services Project be subject to review by the Chief Financial Officer, and that an examination of alternatives be undertaken. These alternatives included (but were not limited to) re-cladding strategies, and/or the construction of a new facility.

D3.2 As a result, the Public Service negotiated an Agreement for Purchase and Sale of the Canada Post Building at 266 Graham Avenue. 266 Graham Avenue occupies 3 acres of land in the block bounded by Graham and St. Mary Avenues and Smith and Garry Streets.

D3.3 The Canada Post Building is comprised of 3 components:

- (a) an 11 storey Office Tower, currently the Canada Post Divisional Office Tower (Office Tower); and
- (b) a four storey plant facility plus basement area, known as the Winnipeg Mail Processing Plant (WMPP); and
- (c) a five storey link between the WMPP and the Office Tower.

D3.4 Portions of the Canada Post facility will continue to be occupied by Canada Post and/or other parties for the duration of the Project.

D3.4.1 Information on the timing of the vacated spaces is available on the Information FTP site under Existing Lease Drawings.

D3.5 Design and Development in the Office Tower shall be coordinated with existing tenants.



**D4. PROJECT SCOPE - REVISED**

- D4.1 The City is seeking to contract with a Consultant for planning, programming, design and assistance with the contract administration services as they relate to the construction, for the development of the WPS Headquarters.
- D4.2 The total budget for the Project is \$104 million.
- D4.2.1 The Project budget includes all hard and soft costs consisting of but not limited to:
- (a) construction costs;
  - (b) contingency costs;
  - (c) hazardous materials abatement; and
  - (d) shooting range equipment.
- D4.2.2 The following are in the Project Scope and will be covered under separate budgets yet to be identified:
- (a) building, development and zoning permits;
  - (b) furniture, fixtures and equipment;
  - (c) window coverings;
  - (d) moving, storage and/or handling of existing WPS equipment and files; and
  - (e) removal of existing post office equipment.
- D4.3 The City conducted a condition review of the Canada Post Building. Reports on the findings are available on the City's Information FTP site ready for download by interested Proponents. To receive access to the Information FTP site, see B5.
- D4.4 The following information is available on the Information FTP site for the convenience of Proponents:
- (a) Feasibility Study;
  - (b) AECOM presentation;
  - (c) Drawings;
  - (d) Pre-Purchase Information which includes the Pinchin Environmental Ltd. Reports.
- D4.5 The Project will be developed in accordance with the following stages:
- (a) Stage 1 - Shooting Range Addition – it is anticipated that a shooting range will be constructed as a vertical addition to the existing WMPP facility in accordance with the final program of requirements as developed by the Consultant. A draft program of requirements for the Shooting Range Addition is included in Appendix A "Draft Program of Requirements for the Shooting Range Addition".
  - (b) Stage 2 - Hazardous Material Abatement – A detailed hazardous material assessment has been completed by Pinchin Environmental Ltd. and is available on the Information FTP site. It will be the Consultant's responsibility to identify isolated hazardous material abatement areas that should not be included under the Stage 2 work. These isolated areas should be incorporated in the work associated with Stage 1 or Stage 3.
  - (c) Stage 3 - Existing Building Redevelopment for WPS – Other than the identified space in the Office Tower, which is not included as part of the WPS Headquarters Redevelopment Project, the remainder of the building will be renovated in accordance with the final Program of Requirements as developed by the Consultant. A draft program of requirements for Stage 3 is included as Appendix B "Draft Program of Requirements for Existing Building Redevelopment for WPS Headquarters".
- D4.5.1 Critical Stages for work are in accordance with D13.

- D4.6 Removal of all chattels and equipment which is not part of the base building operation systems and is not required for the WPS will be the responsibility of the City under separate contract.
- D4.7 For the purpose of responding to this RFP, Proponents should assume that the areas to be renovated and occupied by the WPS shall include:
- (a) the entire WMPP;
  - (b) the link between the WMPP and the Office Tower;
  - (c) Office Tower Basement level;
  - (d) Office Tower First floor;
  - (e) Office Tower Main floor subject to existing leases; and
  - (f) one additional floor in the Office Tower.
- D4.8 Hazardous Material Abatement shall be required in all areas, identified in D4.7, as identified in the Pinchin Report. It is anticipated that Hazardous Material Abatement (Stage 2) may also be required in other areas to facilitate the redevelopment of the areas outlined in D4.7.

**D5. SCOPE OF SERVICES - REVISED**

D5.1 The Consultant shall provide professional Services (including specialty consultants' services) for each Stage of the Project. It should be noted that some of the Services identified below may not be applicable to all three stages of the Project. It will be the responsibility of the Consultant to determine which Services are applicable to each stage of the Project. The Scope of Services should include but not be limited to the following:

- (a) Pre-Design
  - (i) Facility Programming (confirmation/refinement of existing programs)
  - (ii) Space Relationships/Flow Diagrams
  - (iii) Project Development Scheduling
  - (iv) Project Budget Review
  - (v) Authorities having Jurisdiction – Consulting / Review / Approval
  - (vi) Environmental Studies
  - (vii) Energy Studies / Modeling
  - (viii) Existing Facilities Surveys
  - (ix) Client-Supplied Data Coordination / Review
  - (x) Services Related to Project Management for this Consultant Contract
  - (xi) Presentations
  - (xii) Review of Sustainable Design Goals
  - (xiii) Special Studies
  - (xiv) Re-Zoning Assistance
  - (xv) Project Promotion
  - (xvi) Legal Survey
  - (xvii) Geotechnical Analysis
  - (xviii) others
- (b) Schematic Design/Program of Requirements completion;
  - (i) Client-supplied Data Coordination
  - (ii) Program and Budget Evaluation
  - (iii) Review of Alternative Design Approaches
  - (iv) Electronic Project / Document Management System for this Consultant Contract
  - (v) Architectural Schematic Design

- (vi) Schematic Design Drawings and Documents
  - (vii) Construction Cost Estimate
  - (viii) Integrated Design Process
  - (ix) Interior Design Concepts
  - (x) Special Studies (Future Facility alterations, Environmental Impact, etc.)
  - (xi) Special Submissions or Promotional Presentations
  - (xii) Special Models, Perspectives or Computer Presentations
  - (xiii) Project Management for this Consultant Contract
  - (xiv) Authorities Having Jurisdiction – Consultation / Review / Approval
  - (xv) Structural Design Concepts
  - (xvi) Mechanical Design Concepts
  - (xvii) Electrical Design Concepts
  - (xviii) Civil Design Concepts
  - (xix) Landscape Design Concepts
  - (xx) Data / Communication Design Concepts
  - (xxi) Security System Design Concepts
  - (xxii) Universal Design Concepts
  - (xxiii) Others
  - (xxiv) Instrumentation / Control Design Concepts
- (c) Design and Specification Development;
- (i) Client-supplied Data Coordination
  - (ii) Design Coordination
  - (iii) Architectural Design Development
  - (iv) Design Development Drawings and Documents
  - (v) Client Consultation
  - (vi) Interior Design Development
  - (vii) Equipment and System Furniture Design Development
  - (viii) Special Studies / Reports (Planning Tenant or Rental Spaces, etc.)
  - (ix) Promotional Presentations
  - (x) Models, Perspectives or Computer Presentations
  - (xi) Project Management, as it relates to this Consultant Contract
  - (xii) Authorities Having Jurisdiction Consultation
  - (xiii) Structural Design Development
  - (xiv) Mechanical Design Development
  - (xv) Electrical Design Development
  - (xvi) Civil Engineering Design Development
  - (xvii) Landscape Design Development
  - (xviii) Data / Communications Design Development
  - (xix) Security System Design Development
  - (xx) Detailed Construction Cost Estimates (Class C) or Quantity Surveys to confirm budget
  - (xxi) Confirmation of Project Schedule
  - (xxii) Instrumentation / Control Design Development
- (d) Contract Document Preparation;
- (i) Client-supplied Data Coordination

- (ii) Design Coordination
  - (iii) Design and Construction contract and Specification Documents
  - (iv) Architectural Construction Drawings and Specifications
  - (v) Document Checking and Coordination
  - (vi) Client Consultation
  - (vii) Interior Construction Drawings and Specifications
  - (viii) Alternative Bid Details and Special Bid Documents
  - (ix) Project Management for this Consultant Contract
  - (x) Authorities Having Jurisdiction Consultation
  - (xi) Structural Design and Construction Drawings and Specifications
  - (xii) Mechanical Design and Construction Drawings and Specifications
  - (xiii) Electrical Design and Construction Drawings and Specifications
  - (xiv) Civil Engineering Design and Construction Drawings and Specifications
  - (xv) Landscape Drawings and Specifications
  - (xvi) Data / Communication Drawings and Specifications
  - (xvii) Security Systems Drawings and Specifications
  - (xviii) Instrumentation / Control Drawings and Specifications
- (e) Procurement Process;
- (i) Client-supplied Data Coordination
  - (ii) Prepare Construction related portion of Bid Opportunity Documents (City of Winnipeg tendering process)
  - (iii) Review requests for equals / alternates
  - (iv) Assist the City's designated Project Coordinator in preparing Addenda to the Bid Opportunity Documents
  - (v) Assist the City's designated Project Coordinator at Pre-Bid meetings and site tours as required
  - (vi) Assist in bid evaluation
  - (vii) Provide documents for Construction Contract preparation
  - (viii) Client Consultation
  - (ix) Confirmation of Project Schedule
- (f) Construction Services – assist the Project Coordinator, as required, with:
- (i) Review contractor Construction Schedule
  - (ii) Confirmation of Project Schedule
  - (iii) Construction Contract Administration
  - (iv) Construction Inspection and Review
  - (v) Attendance at Site meetings
  - (vi) Progress Reports / Evaluation
  - (vii) Interpretation of contract documents
  - (viii) Review of Shop Drawings, Product Data / Samples
  - (ix) Prepare and review proposed Change Notices and Change Orders
  - (x) Review of Contractor PCN pricing
  - (xi) Substantial Performance Report and Certification
  - (xii) Client Consultation
  - (xiii) As-Built Record Drawings
  - (xiv) Authority Having Jurisdiction Consultation
  - (xv) Structural Inspection / Reports

- (xvi) Mechanical Inspection / Reports
  - (xvii) Electrical Inspection / Reports
  - (xviii) Civil Construction Inspection / Reports
  - (xix) Landscape Construction Inspection / Reports
  - (xx) Data / Communication Inspection / Reports
  - (xxi) Security Systems Inspections / Reports
  - (xxii) Coordination with Commissioning Agent(s)
- (g) Post Construction Services – assist the Project Coordinator, as required, with:
- (i) Project Inspection
  - (ii) Deficiency Assessment
  - (iii) Instructions for Correction of Deficiencies
  - (iv) Review of Warranties
  - (v) Total Performance Inspection and Certification
  - (vi) Client Consultation
  - (vii) Start-up Assistance
  - (viii) Coordination with Commissioning Agent(s)
  - (ix) Warranty Inspections
  - (x) Provision of Operation and Maintenance Manuals
- D5.2 Consultants are required to conduct their own due diligence in relation to all aspects of the Project and are responsible for carrying out, at their own cost, any independent investigations, surveys, and studies which they consider necessary or appropriate in this regard.
- D5.3 The draft program of requirements for the Shooting Range Addition and the Existing Building Redevelopment for WPS is intended as a preliminary basis for the integrated design process to be utilized for the Project. These programs will be refined and adjusted throughout all design phases according to WPS requirements and Consultant's design involvement.
- D5.3.1 The draft program of requirements includes such specialty areas as: Emergency Dispatch (911), Forensic Lab, Shooting Range, Computer Data Centre, Arrest Processing and Detention Unit.
- D5.4 Two draft facility concepts are provided in the AECOM Final Report dated October 1, 2009 – Winnipeg Police Service Canada Post Facility – Test Fit and in the Shindico Realty Inc. Report dated October 19, 2009 – Canada Post Feasibility Study for Winnipeg Police Service. The Proponent may use these concept layouts for reference in response to this RFP. Where discrepancies are encountered between the two existing concepts, the City reserves the right to proceed with either layout.
- D5.5 Several upgrades and repairs are recommended in the Shindico Realty Inc. Report dated October 19, 2009 – Canada Post Feasibility Study for Winnipeg Police Service for the existing WMPP and Office Tower. The Proponent shall include design services as required to complete work for all recommendations as identified in the report. Where there is more than one option for a recommended repair/upgrade, The City reserves the right to proceed with implementation of either option.
- D5.6 The Consultant will be required to make presentations at various stages of the Project.
- D5.7 An independent commissioning agent may be utilized for this Project.
- D5.8 Total Performance of this Contract will be achieved two years after total performance as defined in D13.2(b).
- D5.9 It is anticipated that the City will engage an independent Project Coordinator to provide project management services throughout the Project.

D5.10 The Consultant and any Subconsultant(s) for the major Services (architectural, structural, electrical and mechanical) proposed under this Contract shall not be eligible to provide services under any other contracts associated with the development of the WPS Headquarters.

D5.11 In the event of a change in the Scope of Service requirements, the City reserves the right to negotiate additional services under this Contract with the successful Proponent.

**D6. DETAILED PRICES - ADDED**

D6.1 The Consultant shall provide the Project Manager with a detailed price breakdown within five (5) Business Days of the Award of Contract but in no event later than the date specified in C4.1 for the return of the executed Contract.

D6.2 The Consultant shall state a price for each Task and Discipline identified on Table 1: Total Fixed Fees broken down to show the portion of the Fee applicable to the Shooting Range Addition and the Existing Building Redevelopment separately. The detailed prices must be consistent with the price(s) provided in the Consultant's Proposal.

**D7. ANTICIPATED PROJECT DELIVERY - REVISED**

D7.1 It is the intent of the City to issue a Bid Opportunity document for the development of the WPS Headquarters.

D7.2 The Bid Opportunity will be issued through the City's Materials Management Division using the City's Bid Opportunity templates.

D7.3 The development of the WPS Headquarters shall be completed in accordance with the requirements of the City's Universal Design Policy and the City's Accessibility Design Standard.

D7.4 In order to effectively and efficiently manage the design/development of the Project, the Consultant will be required to develop and maintain a web-based Electronic Project / Document Management System, for this Consultant Contract. This system will be required to track all drawings, and specifications. Various portions of the system shall be accessible to Project stakeholders, including the City's Project Management team, Consultant team.

D7.4.1 All data stored in accordance with D7.4, must remain in, and be stored only on servers residing in Canada.

D7.4.2 The website must be accessible only with a defined URL address which is not searchable or accessible through normal search engines.

D7.5 The Consultant shall inform the Project Manager of any deviation from any of the Program of Requirements. In addition, the Consultant shall provide a spreadsheet showing net room areas (i.e. based on inside room dimensions) in square metres of the "as programmed" room areas compared to the "as designed" room areas at both the preliminary and the pre-tender design reviews. Written approval from the Project Manager is required for any change greater than +/- 10% of the "as programmed" room areas.

D7.6 Further to C7.2, the project must be designed to the requirements defined in the Program of Requirements and is not to exceed the designated construction budget and Project schedule without the written approval of the Project Manager.

D7.7 Where the Consultant has specified a particular make or model of equipment in the specification and where he has analyzed and approved an equal or an alternate, such information shall be submitted to the Project Manager for concurrence.

D7.8 Specifications for the Project shall be created in electronic word processing format on 210 X 297mm sheets. Maximum standard size of drawings shall be metric sheet sizes 594 X 841mm (A1) with standard smaller sizes to be (A4) 210 x 297 mm sheets. Standard size of drawings shall be metric sheet sizes (A1) 594 x 841 mm with smaller sizes to be (A2) 420 x 594 mm.

D7.9 Any drawings shall also be submitted in AutoCAD 2000 or later format. Drawing layering standards shall conform to American Institutes of Architects (A.I.A.) long format layering convention. The Consultant shall prepare and deliver to the Project Manager, one set of all drawings and specifications on electronic media (CD or DVD), hard copy and Adobe PDF format in accordance with D13.1(a)

D7.10 The Consultant shall ensure that the contractor provides four sets of instruction manuals each consisting of installation data, parts list, operating instruction and recommended maintenance procedures (Operation and Maintenance Manuals). The Operation and Maintenance Manuals shall be reviewed by the Consultant for accuracy and completeness prior to submission to the City.

## **D8. DEFINITIONS**

D8.1 When used in this Request for Proposal:

- (a) "Commissioning Agent" means the person(s), under separate contract(s) undertaking the review of the design and commissioning of select facility systems.

## **SUBMISSIONS PRIOR TO START OF SERVICES**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

D9.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

### **D10. INSURANCE - REVISED**

D10.1 The Consultant shall provide and maintain the following insurance coverage:

- (a) Commercial General liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause (otherwise known as severability of interest), contractual liability, contingent employers liability (if not otherwise covered) to remain in place at all times during the performance of the Services;
- (b) Automobile liability insurance for owned and non-owned automobiles used for or in connection with the Services in the amount of at least two million dollars (\$2,000,000.00) to remain in place at all times during the performance of the Services; such insurance may be met through the commercial general liability cover where applicable;
- (c) Professional errors and omissions insurance, in an amount not less than \$10,000,000 per claim subject to a minimum \$10,000,000 aggregate. Professional errors and omissions insurance coverage shall include an extended reporting period of not less than 24 months from Completion of the Service.

D10.2 Subconsultants involved in the Project shall provide and maintain professional errors and omissions insurance, in an amount not less than \$2,000,000 per claim subject to a minimum \$2,000,000 aggregate. Professional errors and omissions insurance coverage shall include an extended reporting period of not less than 24 months from Completion of the Service.

D10.3 The Consultant/Subconsultants shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City.

D10.4 The Consultant/Subconsultants 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.

- D10.5 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D10.6 The Consultant/Subconsultants shall be responsible for the payment of all premiums and deductible amounts relating to the insurance policies.
- D10.7 Certificates of Insurance shall be provided to the City on an annual basis. In the case of occurrence based policies the Consultant/Subconsultants shall ensure that insurance is maintained, at the minimum, from the inception of the Contract until Services are fully complete; or in the case of claims made policies expiry of any warranty, or other agreed to period, whichever is longer.
- D10.8 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time, provided that the City shall give the Consultant reasonable notice and shall request reasonable change.
- D10.9 The City shall have the right to receive or review certified copies of the policies if requested.
- D10.10 The Consultant shall provide the Project Manager with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Service, but in no event later than the date specified in C4.1 for the return of the executed Contract.

**D11. SECURITY CLEARANCE**

- D11.1 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Services under the Contract for WPS facilities.
- D11.2 The Consultant shall provide the Project Manager with a list of individuals proposed to perform Services under the Contract for WPS facilities:
- (a) within ten (10) Business Days of the Award of Contract; or
  - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Services for WPS facilities.
- D11.3 Each individual or Consultant proposed to perform Services under the Contract for WPS facilities shall provide:
- (a) A list of names (including maiden names), addresses, dates of birth and telephone numbers of all immediate family members including stepbrothers, stepsisters, half-brothers and half-sisters, and their spouses, common-law spouses, boyfriends, girlfriends and their family members. The list should be typed in the following format:  

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-5555
Winnipeg, Manitoba	
  - (b) A list of names, addresses, dates of birth and telephone numbers of four closest friends. Include information indicating when, where and how they met. The list should be typed in the following format:  

Joseph James SMITH	Dob: 46 Aug 4 (best friend)
789 Anywhere Street	555-5555
Winnipeg, Manitoba	
When they met:	
Where they met:	
How they met:	
  - (c) The name, title or position, and telephone number of the immediate supervisor.



- (d) A list of every past address, including the dates of residence, the names of any persons with whom the residence was shared and the reason for moving.
  - (e) Identification - driver's license (with photo), birth certificate or social insurance number (SIN).
    - (a) Photocopies of the identification must be legible, signed as true copies and witnessed by the contact person stated on Paragraph 3 of Form A: Offer.
  - (f) A completed Form P-608: Security Clearance Check authorization form.
    - (a) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Offer.
- D11.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
- (a) within ten (10) Business Days of the Award of Contract; or
  - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Services at WPS facilities.
- D11.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Services within WPS facilities.
- D11.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for two (2) years from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Services in a WPS Facility shall provide identification upon entry to verify they have received a Level Two security clearance.
- D11.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Services under the Contract at WPS Facilities.
- D11.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
- Winnipeg Police Service  
Division 30  
Service Security  
Attn: Service Security Officer  
151 Princess Street  
Winnipeg, Manitoba  
R3B 1L1

## SCHEDULE OF SERVICES

### D12. COMMENCEMENT - REVISED

- D12.1 The Consultant shall not commence any Services until he is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D12.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D9;
    - (ii) evidence of the insurance specified in D10;
    - (iii) the security clearances specified in D11.

- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D12.2.1 Further to D12.2(a)(iii), subject to all other requirements being met, the Consultant may, upon approval of the Project Manager, commence Services prior to submitting the security clearances.

D12.3 The City intends to award this Contract by July 30, 2010.

**D13. CRITICAL STAGES - REVISED**

D13.1 The Consultant shall achieve critical stages of the Services, for this Contract, in accordance with the following requirements:

- (a) planning, programming, design and specification documents for inclusion in a Bid Opportunity document by March 30, 2011.

D13.2 The City expects the following Critical Stages of the construction contract to be:

- (a) Shooting Range Addition - total performance – June 1, 2012;
- (b) Existing Building Redevelopment for WPS - total performance – August 31, 2014.



**NAME OF EMPLOYER & BUSINESS  
ADDRESS:**

\_\_\_\_\_

NATURE OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:  
REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND  
DEVELOPMENT OF THE WINNIPEG POLICE SERVICE HEADQUARTERS AT 266 GRAHAM AVENUE  
(FORMER CANADA POST BUILDING) IN WINNIPEG  
CONTACT PERSON: \_\_\_\_\_

**WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION**

**EMPLOYEE INFORMATION**

LAST NAME: \_\_\_\_\_ GIVEN NAMES: \_\_\_\_\_

BIRTH NAME OR OTHER NAME(S) USED: \_\_\_\_\_  
(if different from above)

MALE  FEMALE DATE OF BIRTH: \_\_\_\_\_ BIRTH PLACE: \_\_\_\_\_  
Y M D

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ RESIDENTIAL PHONE: \_\_\_\_\_

**AUTHORIZATION**

I, \_\_\_\_\_ hereby consent to the Winnipeg Police Service collecting my personal  
Information from any public body, person, employer, or government institution for the purposes of conducting a security check in  
connection with my contract or association with the Winnipeg Police Service. This authorization, including a copy of facsimile thereof, is  
my consent to any public body, person, employer or government institution to release true copies of any records containing my personal  
information to the Winnipeg Police Service.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Applicant

This personal information will be collected pursuant to *The Freedom of Information and Protection of Privacy Act*  
C.C.S. M.cF175 \_\_\_\_\_ (title, name, phone number of person who) can answer  
questions about the collection of this information.

\_\_\_\_\_  
Date

**WINNIPEG POLICE SERVICE - FOR OFFICE USE ONLY**

**RESULT OF CHECK:**

\_\_\_\_\_ NO POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO ANY SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

\_\_\_\_\_ AN OUTSTANDING CRIMINAL CHARGE AWAITING COURT DISPOSITION WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

\_\_\_\_\_ A POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

PROCESSED BY: \_\_\_\_\_  
Clerk WPS#

\_\_\_\_\_  
Date

**APPENDIX A – DRAFT PROGRAM OF REQUIREMENTS FOR THE SHOOTING RANGE ADDITION**

Incorporated in Appendix B (primarily in Division 32).

**APPENDIX B – DRAFT PROGRAM OF REQUIREMENTS FOR EXISTING BUILDING REDEVELOPMENT FOR  
WPS HEADQUARTERS**

**APPENDIX C – GENERAL CONDITIONS FOR CONSULTANT SERVICES**

**Revised General Conditions For Consultant Services To Be Provided In Further Addendum.**