



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 656-2017**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
READYING THE LANDS OF THE FORMER PUBLIC SAFETY BUILDING AND CIVIC  
CENTRE CAR PARK FOR REDEVELOPMENT OPPORTUNITY – 151 & 171  
PRINCESS STREET**

**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 READYING THE LANDS OF THE FORMER PUBLIC SAFETY BUILDING AND CIVIC CENTRE CAR PARK FOR REDEVELOPMENT OPPORTUNITY – 151 & 171 PRINCESS STREET

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 3, 2017.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

- B3.1 The Project Manager or an authorized representative will be available for a Site Investigation tour of the outside premises on:
- (a) 10:00am, October 20, 2017
- B3.1.1 The meeting location is at 151 Princess Street, exterior main entrance
- B3.1.2 Proponents are requested to register for the site investigation by contacting the Project Manager identified in D2.
- B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.
- B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Project Manager identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, 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 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

## **B5. CONFIDENTIALITY**

B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B6. ADDENDA**

B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B7. PROPOSAL SUBMISSION**

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B8;
- (b) Fees (Section B) in accordance with B9.

B7.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
- (c) Project Understanding and Methodology (Section E) in accordance with B12; and
- (d) Project Schedule (Section F) in accordance with B13.

B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B8. PROPOSAL (SECTION A)**

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;

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

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. FEES (SECTION B)**

B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

B9.2 The Proponent's Fee Proposal shall include the following:

- (a) Form P: Person Hours for Phase 1, Phase 2 Scenario 1, and Phase 2 Scenario 2

B9.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B9.5.1 Disbursements shall be identified separately in the Fee Proposal with each disbursement identified that is required to complete the Work.

B9.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B10.1 The Management Proposals should describe the experience of the Proponent and any Subconsultants, including:

- (a) general firm profile information, including years in business, average volume of work, number of employees including local office information and other pertinent information for the Proponent and all Subconsultants
- (b) details demonstrating the history and experience of the Proponent and Subconsultants in providing asset decommissioning services, including design, specification, and contract administration services on three (3) local projects of similar complexity, scope and value relating to Scope of Services identified for this Project in D4:
  - (i) for each project listed in B10.1(b), the Proponent should submit a description of the project, the role of the Consultant and Subconsultant, schedule, cost, project owner,

and upon request of the Project Manager reference information (one current name, telephone number and email address per project).

- (ii) Where applicable, information should be separated into Proponent and Subconsultant project listings.

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

B11.1 Proposals should include:

- (a) Names of Key Personnel (including Subconsultants) assigned to the Project who shall not be substituted without written permission from the Project Manager:
  - (i) in an organizational chart, identify each of the Key Personnel and role/job function in the Project. Identify the Principals-in-Charge, Project Manager, Cost Estimator (Quantity Surveyor), Demolition Specialist, Environmental Specialist, Lead Designers and any other Key Personnel and identify the reporting relationship among Key Personnel; and
  - (ii) in tabular form, for each Key Personnel identified, list the percent of time to be dedicated to the Project, including hourly rates for each person, in accordance with the Scope of Services identified in D4 and in consideration of their workload on other projects.
- (b) experience and qualifications of the Key Personnel assigned to the Project including: job title, educational background and degrees, professional recognition, years of experience in current position, years of experience in design, years of experience with existing employer and years of experience on projects administered for the City of Winnipeg and in what capacity/role in similar complexity, scope and value.
  - (i) for each Key Personnel identified, include a list of at least two comparable projects which they have played a primary role similar to that proposed for this Project. Provide a description of the project, the role of the person, the project owner, and at the request of the Project Manager, reference information (one current name, telephone number, email address per project).

B11.2 For the Project Manager assigned to the Project, describe the tools deployed on past projects of similar size and scope to achieve project efficiency.

B11.3 The Proposal should describe overall team formation and coordination of team members and demonstrate that the proposed team structure will be able to provide the level of service described in the Request for Proposal.

## **B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B12.2 Proposals should address:

- (a) the team's Project methodology with respect to the information provided with this Request for Proposal
  - (i) The methodology should be presented in accordance with the Scope of Services identified in D4;
- (b) the collaborative process/method to be used by the Key Personnel of the team in the various sections of the Project;
- (c) the team's understanding of the City's new City-Wide Asset Management Program;
- (d) the team's understanding of the broad functional and technical requirements;
- (e) the team's understanding of the urban design issues;
- (f) the team's understanding of the processes required to decommission a building;

- (g) the team's understanding of the constraints
- (h) the team's understanding of schedule;
- (i) the proposed Project budget;
- (j) all activities and services to be provided by the City;
- (k) the deliverables of the project
- (l) any assumptions made with respect to the deliverables and Scope of Services; and
- (m) any other issue that conveys your team's understanding of the Project requirements.

B12.3 The Proposal should include Form P: Person hours for all disciplines, and encompass all work identified in D4 Scope of Services.

B12.3.1 The total Fees on Form P: Person Hour should match Fees submitted in response to B9.

B12.4 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.3.

### **B13. PROJECT SCHEDULE (SECTION F)**

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13.3 The Proponent's schedule should demonstrate the following:

- (a) Completion of the Project in approximately seven (7) months from the date of award.

### **B14. DISCLOSURE**

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

B14.2 The Persons are:

- (a) Deloitte
- (b) Crosier, Kilgour & Partners
- (c) SMS Engineering Ltd.
- (d) Amec Foster Wheeler
- (e) Barnes & Duncan Surveying Geomatics & Engineering
- (f) Public City Architecture Inc.
- (g) ft3 Architecture Landscape Interior Design

### **B15. QUALIFICATION**

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the



- Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
  - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
  - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
  - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
  - (f) upon request of the Project Manager, provide the Security Clearances as identified in PART E - .
- B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.
- B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.
- B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

## **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B19. INTERVIEWS**

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B20. NEGOTIATIONS**

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 40%
  - (i) Phase 1 Scenarios 1 & 2 inclusive 10%
  - (ii) Phase 2 Scenario 1 15%
  - (iii) Phase 2 Scenario 2 15%
- (d) Experience of Proponent and Subconsultant; (Section C) 5%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 25%
- (g) Project Schedule. (Section F) 5%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.

B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11

B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.

B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.

B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

B21.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

## **B22. AWARD OF CONTRACT**

B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 The Work in Phase 2 of this Contract is contingent upon receiving direction from City Council to proceed with the Work, or otherwise. Should the City elect to not advance the Work, or, if the budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B22.4 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.5 The City may, at its discretion, award the Contract in phases.
- B22.6 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B22.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.9 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 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

D1.1.1 The General Instructions to Consultants, Planning, Property and Development Consultants, August 2017 is also applicable. (See Appendix A).

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

D2.1 The Project Manager is:

Brent Piniuta, P.Eng.

Telephone No. 204 986-3816

Email Address: bpiniuta@winnipeg.ca

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

D2.3 Proposal Submissions must be submitted to the address in B7.

#### **D3. BACKGROUND**

D3.1 The civic history of the land on which the Public Safety Building and Civic Centre Car Park are built as part of the Civic Campus dates back to the incorporation of the City of Winnipeg in 1875. This land was originally part of a 100 acre (40 hectare) river lot granted to Alexander Ross, a Scottish-born fur trader and an early settler of the Red River Colony. On June 7, 1875, the third generation of the Ross family signed over a portion of the remaining land to the municipality with a stipulation that the land be kept and utilized for civic purposes.

(a) The Civic Centre Car Park, located at 171 Princess Street, opened in November, 1965, and has provided parking for City of Winnipeg staff, Winnipeg Police Service operations, and also the public at large visiting City Hall, Red River College's Princess Campus, the Exchange District and surrounding area. Despite an ongoing program of inspection, repairs and shoring implemented in the 1990s and through the latter period of its service life, structural deterioration has advanced. In August, 2012, on the advice of Engineers monitoring the building, the Civic Administration closed the facility as a precautionary measure to safeguard the public. Regular inspections and a course of repairs and shoring have been maintained in an ongoing basis to stabilize the building. The Civic Centre Car Park has since been deemed unsuitable for refurbishment and is to be demolished.

(b) The Public Safety Building at 151 Princess Street was opened in May, 1966, as the Winnipeg Police Service's new operational Headquarters, having relocated from the former Rupert Station. Noted for its contemporary "Modernist" architectural design, the building is clad with composite limestone/concrete façade panels that have experienced deterioration due to decades of exposure to freeze-thaw environmental conditions. In 2006, a protective hoarding was constructed around the building at grade level to intercept small debris associated with the façade deterioration. Concurrently, an annual cladding stabilization program has been undertaken wherein the façade panels are inspected and fitted as necessary with anchors to provide redundant securing. The future of the PSB is presently not established as a public engagement process is ongoing; nonetheless, redevelopment of the subject property is expected to entail demolition or repurposing of the building.

- (c) The Winnipeg Police Service began relocating to the new Headquarters facility at 245 Smith Street, on December 15, 2015, and had completed all operational moves on June 30, 2016.
- (d) Looking at the future of the Site, the City hired a consultant in 2014 to provide a preliminary review and analysis of alternatives for future development and/or disposition of the Public Safety Building, Civic Centre Car Park and associated land. Deloitte completed a comprehensive assessment that validated each of the alternatives. Deloitte's "Evaluation of Strategic Alternatives for the Public Safety Building and Civic Centre Car Park" report was completed on December 21, 2015. On April 12, 2016, an administrative report went to the Standing Policy Committee on Property and Development, Heritage, and Downtown Development Council recommending alternative A that "Large Public Space and Private Development" be selected for implementation. Council recommended the report to include "subject to a public engagement, the Winnipeg Public Service report back to Council for approval". Council also recommended that the Winnipeg Public Service develop an Implementation Plan for the recommended alternative A "Large Public Space and Private Development" and upon completion of the Implementation Plan, the Winnipeg Public Service report back to Council for approvals. On April 20, 2016, the Executive Policy Committee concurred with these recommendations.
- (e) In April 2016, CentreVenture Development Corporation (CentreVenture), the City's Downtown Development Corporation, was asked to lead the public engagement and redevelopment process for this strategic property, along with the City's Planning, Property and Development Department. In May, 2017, CentreVenture released the Market Lands Guiding Aspirations Report. They are now advancing preparation of an Urban Design Framework Report which is to be released in the near future. By early 2019, CentreVenture expects to implement a procurement plan for the redevelopment of the subject property.
- (f) In order to be prepared to pursue land redevelopment opportunities in the most expedient manner, the City will retain Consultant services in 2017 to obtain a refined Class 3 Cost Estimate and associated preliminary design work for preparing the lands of both the Public Safety Building and Civic Centre Car Park. This information will be provided to Council in 2018 to support the decision-making process for land redevelopment.

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

D4.1 The Services in this Contract are to be provided by Phase:

- (a) Phase 1: Preliminary Design and Provision of Class 3 Cost Estimate
- (b) Phase 2: Comprehensive Design and Provision of a Class 1 Cost Estimate

Note: Phase 2 is discretionary and the City reserves the right not to proceed with Phase 2 Services (refer to Clause B22.3).

D4.2 The Services in each of Phase 1 and Phase 2 required under this Contract are undertaken in the context of two (2) Redevelopment Scenarios:

- (a) Redevelopment Scenario 1: both PSB and Civic Centre Car Park are decommissioned and demolished;
- (b) Redevelopment Scenario 2: both PSB and Civic Centre Car Park are decommissioned. Civic Centre Car Park is demolished, and the PSB is converted to a vacant structure for subsequent redevelopment by others.

Note: In the event the City elects to proceed with Phase 2 Services, the City may elect to include within those Services the Work associated with Redevelopment Scenario 1, or, Redevelopment Scenario 2, or, both.

D4.3 Phase 1: Undertake the following Services to a level of Preliminary Design except where Comprehensive Design is otherwise required and noted. Services are expected to include, but not necessarily be limited to, the following:

- (a) Review and evaluate City-documented hazardous materials inventories applicable to the subject property. Perform on-site evaluation, confirmation and quantification of hazardous

materials including any such materials previously unidentified or undocumented. Ascertain and report on the complete scope of associated abatement work. Complete associated Work to a Comprehensive Design level;

- (b) Review and evaluate City-documented Phase I and Phase II Environmental Site Assessments. Establish, as applicable, pursuant requirements for additional required environmental site evaluation/study (to be completed at a later date). Ascertain the scope of site remediation work and prepare an outline implementation plan to remediate known environmental liabilities during subsequent construction;
- (c) In coordination with the City identify and document existing equipment, materials, or other tangible objects identified as having value to be salvaged, repurposed or recycled prior to construction;
- (d) Ascertain the scope of work and prepare design for building and building systems decommissioning requirements;
- (e) Identify, liaise and consult with all third party entities owning and/or operating utility(s), service(s), and any other infrastructure transecting the subject property;
- (f) Ascertain the scope of work and prepare design for decommissioning, rework and/or termination of all municipal and third party infrastructure services and utilities within the subject property or construction footprint, including but not limited to: water, sewer, electricity, natural gas, telecommunications and data cabling/networks, monitoring and alarm systems;
- (g) Ascertain the scope of work and prepare design for continuity of services, utilities and infrastructure transecting the subject property which must be maintained for ongoing operations/occupancy of other facilities in the Civic Campus;
- (h) Ascertain the scope of work and prepare design for reconfiguration of the Civic Campus communications/data network infrastructure;
- (i) Ascertain the scope of work and prepare design for structural modification of existing building foundations, sub-surface pedestrian tunnel, or conduit that may be retained or otherwise impacted by the work;
- (j) Ascertain the scope of work and prepare design for shoring and protection of existing adjacent structures or infrastructure during the construction. It is expected this requirement will extend into Right-of-Way areas and potentially beyond into privately owned property;
- (k) Ascertain planning and logistics for building demolition, including but not limited to demolition methodology, work sequencing, ascertaining staging and lay-down areas, crane siting and access, construction equipment and vehicle access. Buildings and structures subject to demolition include the Civic Centre Car Park, former Public Safety Building, interconnecting sub-surface pedestrian tunnel, and a diesel power generator and fuel containment installation;
- (l) Identify, liaise and consult with all pertinent Authorities Having Jurisdiction, including but not limited to the City of Winnipeg (respecting demolition, vacant building status, construction, Right-of-Way crossing, lane or road closures permits), and Manitoba Conservation (respecting environmental liabilities) respecting all aspects of the Work;
- (m) In coordination with the City: identify, liaise and consult with impacted site-adjacent stakeholders, including but not limited to businesses, residencies and any other third parties deemed to be impacted by construction;
- (n) Ascertain the scope of work and prepare design for post-construction requirements for interim (pre-redevelopment) site stabilization, including but not limited to: infrastructure commissioning, repair of damages resulting from the clearing construction work, surface restoration including grading and drainage, site protection, site access;
- (o) Prepare outline work plans, drawings, standards, and specifications;
- (p) Prepare outline process chart(s) identifying sequencing of construction work and associated activities;



- (q) Prepare an outline master schedule (in gantt chart format) for construction that summarizes work and activities, submissions, reviews, approvals, inspections, permit requirements to the extent of scope that is established within Phase 1. Identify work sequences and relationships, critical paths and milestones. Identify estimated activity durations and overall completion time;
- (r) Prepare a Class 3 Cost Estimate for all aspects of work associated with readying the subject lands for redevelopment.

D4.4 Deliverables for Phase 1 include:

- (a) Reports
- (b) Preliminary drawings, plans and schematics
- (c) Outline Specifications
- (d) Outline written directives
- (e) AHJ assessment
- (f) Stakeholder assessment
- (g) Outline process charts
- (h) Outline schedules
- (i) Class 3 Cost Estimate

D4.5 Phase 2: Undertake the following Services to a level of Comprehensive Design. Services are expected to include, but not necessarily be limited to, the following:

- (a) Document and report on any change in scope for hazardous materials abatement work which may arise as a result of performing Services within Phase 2;
- (b) Receive and review any additional environmental site assessment information and/or, remediation action plan(s) completed by others. Refine and complete an implementation plan(s) to remediate known environmental liabilities during construction;
- (c) In coordination with the City, monitor and report on the removal of existing equipment, materials, or other tangible objects identified as having value to be salvaged, repurposed or recycled prior to construction. The removal of items is to be undertaken by the City, or others;
- (d) Complete the design for building and building systems decommissioning requirements;
- (e) Identify, liaise and consult with all third party entities owning and/or operating utility(s), service(s), and any other infrastructure transecting the subject property;
- (f) Complete the design for decommissioning, rework and/or termination of all municipal and third party infrastructure services and utilities within the subject property or construction footprint, including but not limited to: water, sewer, electricity, natural gas, telecommunications and data cabling/networks, monitoring and alarm systems;
- (g) Complete the design for continuity of services, utilities and infrastructure transecting the subject property which must be maintained for ongoing operations/occupancy of other facilities in the Civic Campus;
- (h) Complete the design for reconfiguration of the Civic Campus communications/data network infrastructure;
- (i) Complete the design for structural modification of existing building foundations, sub-surface pedestrian tunnel, or conduit that may be retained or otherwise impacted by the work;
- (j) Complete the design for shoring and protection of existing adjacent structures or infrastructure during the construction. It is expected this requirement will extend into Right-of-Way areas and potentially beyond into privately owned property;
- (k) Complete planning, logistical development and design for building demolition, including but not limited to demolition methodology, work sequencing, ascertaining staging and lay-down

areas, crane siting and access, construction equipment and vehicle access. Buildings and structures subject to demolition include the Civic Centre Car Park, former Public Safety Building, interconnecting sub-surface pedestrian tunnel, and a diesel power generator and fuel containment installation;

- (l) Identify, liaise and consult with all pertinent Authorities Having Jurisdiction, including but not limited to the City of Winnipeg (respecting demolition, vacant building status, construction, Right-of-Way crossing, lane or road closures permits), and Manitoba Conservation (respecting environmental liabilities) respecting all aspects of the Work;
- (m) In coordination with the City: identify, liaise and consult with impacted site-adjacent stakeholders, including but not limited to businesses, residencies and any other third parties deemed to be impacted by construction;
- (n) Complete design for post-construction requirements for interim (pre-redevelopment) site stabilization, including but not limited to: infrastructure commissioning, repair of damages resulting from the clearing construction work, surface restoration including grading and drainage, site protection, site access;
- (o) Complete all necessary work plans, drawings, standards, and specifications;
- (p) Refine and complete process chart(s) identifying sequencing of construction work and associated activities;
- (q) Establish requirements for construction procurement in terms of grouping construction activities into one or more construction contract packages, so as to achieve the most effective execution and the completion of work;
- (r) Refine and complete a detailed master schedule (in gantt chart format) for construction that includes all aspects of work and activities, submissions, reviews, approvals, inspections, permit requirements et al. Identify work sequences and relationships, critical paths and milestones. Identify estimated activity durations and overall completion time;
- (s) Prepare a Class 1 Cost Estimate for all aspects of work associated with readying the subject lands for redevelopment.

D4.6 Deliverables for Phase 2 include:

- (a) Includes all construction pre-bid opportunity documents
- (b) All reports
- (c) All construction-ready drawings, plans and schematics
- (d) Full Specifications
- (e) Written directives
- (f) AHJ assessment
- (g) Stakeholder assessment
- (h) Process charts
- (i) Schedules
- (j) Class 1 Cost Estimate

D4.7 The City has developed processes, procedures and templates relating to asset management – investment planning and project management. The City's investment planning manual (processes, procedures and templates) and project management manual (processes, procedures and templates) is evolving as the Asset Management Program develops and matures. The City is transitioning to the new Project Management Manual version 3.0 (PMM) on all City projects.

The following shall, as a whole or in part and at the discretion of the City's Project Manager, apply to the Services:

<http://winnipeg.ca/finance/infrastructureplanning/camp.stm#2> - Project Management Manual and addendums

<http://winnipeg.ca/finance/infrastructureplanning/camp.stm#4> – Project Management Templates

D4.8 The Successful Proponent will be responsible for the preparation and reporting of cost estimates in accordance with the City of Winnipeg's Cost Estimate Classification System (May 2014 issuance).

D4.9 The following information is available upon request from the Project Manager identified in D2. The Proponent may be required to enter into a confidentiality and sharing agreement with the City of Winnipeg prior to release of the information:

- Article 1: Plan of Topographic Survey of Part of River Lots 8 and 9 – Parish of St. John, Barnes & Duncan Surveying Geomatics & Engineering, June 18, 2013.
- Article 2: Phase I Environmental Site Assessment – Public Safety Building and Civic Centre Parkade – 151 & 171 Princess Street – Winnipeg, Manitoba; AMEC Environment & Infrastructure, August 2013
- Article 3: Phase II Environmental Site Assessment – Public Safety Building and Civic Centre Parkade – 151 & 171 Princess Street – Winnipeg, Manitoba; AMEC Environment & Infrastructure, June 2014
- Article 5: Mechanical and Electrical System Audit – Civic Centre Car Park, Public Safety Building and City Hall – 151 & 171 Princess Street – Winnipeg, MB, SMS Engineering Ltd., 2014
- Article 6: Asbestos Inventory Control for Public Safety Building – 151 Princess Street – City of Winnipeg, August 2017
- Article 7: Asbestos Inventory Control for Civic Centre Car Park – 171 Princess Street – City of Winnipeg, August 2017
- Article 8: VFA Report for Public Safety Building – 151 Princess Street – City of Winnipeg, 2007
- Article 9: VFA Report for Civic Centre Car Park – 171 Princess Street – City of Winnipeg, 2006
- Article 10: Civic Campus Data Network Schematic and supporting documentation – City of Winnipeg, August 2017

As-Built record drawings (Architectural, Structural, Mechanical, Electrical) for both 151 & 171 Princess Street will also be made available by the City of Winnipeg

## D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) "Preliminary Design" means the undertaking design work and the preparation of Deliverables to a minimum 30% level of completion of a construction plan and supporting tender documentation (drawings, directives, standards, specifications).
- (b) "Comprehensive Design" means the undertaking design work and the preparation of Deliverables to a 100% level of completion of a construction plan and supporting tender documentation (drawings, directives, standards, specifications).
- (c) "Class 3 Cost Estimate" means a cost estimate with an expected accuracy within -20% to +30%. This estimate is based on completed Preliminary Design documentation. This Class 3 cost estimate will form the basis of estimate for budget authorization and set initial control estimate against which project deliverables will be measured (i.e. on budget).
- (d) "Class 1 Cost Estimate" means a cost estimate with an expected accuracy within -5% to +10%. This estimate is based on Comprehensive Design documentation (plans and specifications) as well as complete project delivery plans. It is at pre-tender estimate stage.
- (e) "Civic Campus" means the group of City buildings that include City Hall Administration (Susan A. Thompson Building), City Hall Council Building, Central Control (located in the

Susan A. Thompson Building), former Public Safety Building, Civic Centre Car Park, and Departmental offices located at 180 and 185 King Street

## SUBMISSIONS

### D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

### D7. INSURANCE

D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

(a) Comprehensive or Commercial General Liability Insurance including:

- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
- (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;

(b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

(c) Professional Errors and Omissions Liability Insurance including:

- (i) an amount not less than \$2,000,000 per claim and \$ 2,000,000 in the aggregate.

D7.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

D7.3 The policies required in D7.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).

- D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D7.8.
- D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D8. COMMENCEMENT**

- D8.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D8.2 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 D6;
    - (ii) evidence of the insurance specified in D7;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D8.3 The City intends to award this Contract by November 24, 2017.

### **D9. CRITICAL STAGES**

- D9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of the Draft Phase 1: Preliminary Design as described in D4.4 no later than sixty (60) Working Days from award
  - (b) Submission of the Final Phase 1 Preliminary Design as described in D4.4 no later than fifteen (15) Working Days after the City's review of the Draft Preliminary Design and Cost Estimate;
  - (c) Submission of the Draft Phase 2: Detailed Design as described in D4.5 no later than one hundred fifty (150) Working days from award;
  - (d) Submission of the Final Phase 2 Detailed Design as described in D4.5 no later than fifteen (15) Working Days after the City's review of the Draft Phase 2 Detail Design.

### **D10. FUTURE WORK**

- D10.1 Construction contract administration work will be issued in a separate RFP at a later date as determined by the Department

## **PART E - SECURITY CLEARANCE**

### **E1. SECURITY CLEARANCE**

- E1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- E1.2 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- E1.3 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Project Manager.
- E1.4 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Project Manager with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- E1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- E1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.

## **APPENDIX A – GENERAL INSTRUCTIONS TO CONSULTANTS**