



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 639-2023**

**PROFESSIONAL CONSULTING SERVICES FOR EVALUATION OF STRATEGIC  
ALTERNATIVES – 266 GRAHAM AVENUE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR EVALUATION OF STRATEGIC ALTERNATIVES – 266 GRAHAM AVENUE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 8, 2023.

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

### **B3. SITE INVESTIGATION**

B3.1 The Consulting Contract Administrator or an authorized representative will conduct a site investigation tour of the 266 Graham Avenue Tower on November 7, 2023 at 1:00 pm.

B3.1.1 Proponents are requested to register for the site investigation by contacting the Consulting Contract Administrator identified in D2.

B3.2 Although attendance at the Site Investigation tour is not mandatory, the City strongly suggests that Proponents attend.

B3.3 The Site Investigation meeting location is at 266 Graham Avenue, front lobby entrance, and Proponents will be escorted into the 266 Graham Tower.

B3.4 Some areas within the Tower are occupied by the Winnipeg Police Service (WPS), and some services/equipment that serve the Tower are located in the adjacent 245 Smith building which is occupied by WPS. Proponents are advised that the Site Tour will be restricted to non-WPS areas of 266 Graham only.

B3.5 The Proponent shall not be entitled to rely on any information or interpretation received at the site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Consulting Contract Administrator in writing.

B3.6 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

### **B4. ENQUIRIES**

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

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

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

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

- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

## **B5. CONFIDENTIALITY**

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Consulting Contract Administrator. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

## **B6. ADDENDA**

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

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal in accordance with B8;
  - (b) Fees in accordance with B9.

- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants in accordance with B10;
  - (b) Experience of Key Personnel Assigned to the Project, in accordance with B11;
  - (c) Project Understanding and Methodology in accordance with B12; and
  - (d) Project Schedule in accordance with B13.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL**

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

- (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

## **B9. FEES**

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

B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget.

B9.3 Notwithstanding C1.1(b), Fees shall include costs for out-of-town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B9.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.6.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D21. Any such costs shall be determined in accordance with D21.

B9.7 The Proponent shall utilize and submit Form B: Fees, making all required entries to summarize the Fee Proposal for the proposed Services. All tasks will be used in the evaluation of fees.

B9.8 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services, for the following tasks:

- (a) General and Project Management (D5)
- (b) Building Data Collection and Evaluation (D6)
- (c) Program of Requirements (D7)
- (d) Concept Designs and Financial Analysis (D8)

B9.8.1 Fixed Fees stated on Form B: Fees shall not include any costs which may be incurred by the Consultant with respect to any applicable agreement obligations as outline in Invoices. Any such costs shall be determined in accordance with Invoices.

## **B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS**

- B10.1 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.
- B10.2 Proposals should include: details demonstrating the history and experience of the Proponent and Subconsultants in providing architectural, market and financial analysis services on three (3) projects of similar complexity, scope and value.
- B10.3 For each project listed in B10.2, the Proponent should submit: description of the project, role of the consultant, project's original contracted cost and final cost, project's original and actual schedule, project owner, and reference information (two current names with telephone numbers and email addresses per project).
- B10.4 Where applicable, information should be separated into Proponent and Subconsultant project listings.

## **B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT**

- B11.1 Describe your approach to overall team formation and coordination of team members, and include an organizational chart for the Project.
- B11.2 Identify the Key Personnel assigned to the Project, and detail their experience and qualifications on projects of similar complexity, scope and value. Include the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer.
- B11.2.1 Roles of each of the Key Personnel should be identified in the organizational chart referred to in B11.1.
- B11.3 For each person identified in B11.2, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide: description of project, role of the person, project owner, and reference information (two current names with telephone numbers and email addresses per project).

## **B12. PROJECT UNDERSTANDING AND METHODOLOGY**

- B12.1 Describe your firm's approach to project management and providing services, and highlight innovative ideas your firm may have to provide to the City.
- B12.2 Provide details on how the team will provide services. Methodology should be presented in accordance with the Scope of Services identified in D4.
- B12.3 Proposals should clearly address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the proposed Project budget;
  - (c) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
  - (d) any other issue that conveys your team's understanding of the Project requirements
- B12.4 Proponents are encouraged to describe their unique skills, strategies, or any other information that the Proponent may feel would be pertinent.



**B12.5** Person Hours:

- (a) The Proposal should include Form P: Person Hours for all disciplines and/or phases identified in D4 Scope of Services. The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- (b) For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.
- (c) A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- (d) Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.5.

**B13. PROJECT SCHEDULE**

**B13.1** Critical Path Method Schedule: Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments of key personnel, durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services. The Proponent's schedule should include critical dates for review and approval processes by the City, and reasonable times should be allowed for completion of these processes.

**B14. DISCLOSURE**

- B14.1** Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B14.2** The Persons are:
- (a) Verne Reimer Architecture Incorporated
  - (b) Prairie Elevator & Lift Consultants

**B15. CONFLICT OF INTEREST AND GOOD FAITH**

- B15.1** Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B15.2** Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:
- (a) other commitments;
  - (b) relationships;
  - (c) financial interests; or
  - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFP process or the Project; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to

the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

- B15.3** In connection with their Proposal, each entity identified in B15.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Consulting Contract Administrator; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B15.4** Without limiting B15.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B15.5** Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B15.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

## **B16. QUALIFICATION**

- B16.1** The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
  - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B16.2** The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B16.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for projects of similar complexity, scope and value, particularly with respect to financial analysis; and
  - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
  - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
  - (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D10).
- B16.4 Further to B16.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B16.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.
- B16.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.
- B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

**B18. IRREVOCABLE OFFER**

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

**B19. WITHDRAWAL OF OFFERS**

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

**B20. INTERVIEWS**

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

**B21. NEGOTIATIONS**

- B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B21.3 If, in the course of negotiations pursuant to B21.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

**B22. EVALUATION OF PROPOSALS**

- B22.1 Award of the Contract shall be based on the following evaluation criteria:
- |  |             |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B16:                                 | (pass/fail) |
| (c) Fees; (Section B)  | 10%         |
| (d) Experience of Proponent and Subconsultant; (Section C)   | 25%         |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)   | 30%         |
| (f) Project Understanding and Methodology (Section E)  | 25%         |
| (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 their Proposal or in other information required to be submitted, that it is qualified.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.6 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.4.
- B22.7 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B22.8 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11.
- B22.9 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B22.10 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.11 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

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

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at their discretion, award the Contract in phases.
- B23.5 Further to B23.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B23.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B23.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D21 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B23.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Kathy Roberts, Project Officer 2  
Telephone: 204-470-7380  
Email Address: kathyroberts@winnipeg.ca

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

#### D3. BACKGROUND

D3.1 The 266 Graham Office Tower is approximately 68 years old, and shares building systems with the adjacent Winnipeg Police Building at 245 Smith Street.

D3.2 The Tower has 11 storeys with total available space of 160,000 SF. Each floor measures approximately 240 feet x 60 feet and has approximate space of 14,400 SF. However note the following:

- (a) The footprint is reduced (recessed) on the main floor, and the Tower is connected with 245 Smith, Winnipeg Police Service;
- (b) The Tower is also connected to Winnipeg Police Service on the 2<sup>nd</sup> and 4<sup>th</sup> floors, approximately 200 feet x 30 feet on each floor.

D3.3 Winnipeg Police Service occupies approximately half of the main floor footprint (4,800 sq.ft.), approximately half of the second floor extended footprint (10,000 sq.ft.) and the entire basement below the Tower (19,000 sq.ft.). Canada Post occupies NE corner of the main floor.

#### D4. SCOPE OF SERVICES

D4.1 The City of Winnipeg wishes to occupy the vacant portions of the 266 Graham office tower, using groups/personnel from selected City of Winnipeg Departments only. The purpose of this study is to:

- (a) Collect building and proposed tenant information as needed
- (b) Provide design and cost analysis information for each proposed tenant group

D4.2 The City is requesting proposals to analyze and evaluate options for internal City of Winnipeg Departments/staff use of the Tower Building at 266 Graham Avenue. Services required under this Contract shall consist of:

- (a) General and Project Management (D5)
- (b) Building Data Collection and Evaluation (D6)
- (c) Program of Requirements (D7)
- (d) Concept Designs and Financial Analysis (D8)

D4.2.1 The Services required under D4.2 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management->



[program/templates-manuals.stm#2](#) and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D4.3 Upon obtaining Level 2 security clearances from the Winnipeg Police Service, all available drawings including original construction documents, previous reports, and feasibility studies will be made available for the Consultant's review. See D15 Security Clearances.

D4.4 The funds available for this Contract are \$200,000

## **D5. GENERAL AND PROJECT MANAGEMENT**

D5.1 The Project shall generally conform to the latest codes, standards, regulations and legislative requirements in effect, including but not limited to the most current editions of the following:

- (a) National Building Code
- (b) National Fire Code
- (c) National Plumbing Code
- (d) Canadian Electrical Code
- (e) Manitoba Building Code
- (f) Manitoba Plumbing Code
- (g) Manitoba Electrical Code
- (h) Manitoba Green Building Program
- (i) Manitoba Workplace Health and Safety Legislation
- (j) City of Winnipeg Standard Construction Specifications
- (k) City of Winnipeg Accessibility Design Standard

[https://legacy.winnipeg.ca/ppd/Documents/CityPlanning/UniversalDesign/Access\\_Design\\_Standards.pdf](https://legacy.winnipeg.ca/ppd/Documents/CityPlanning/UniversalDesign/Access_Design_Standards.pdf)

- (l) OurWinnipeg 2045

<https://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=1&DocId=8222>

- (m) Winnipeg's Climate Action Plan

<https://legacy.winnipeg.ca/sustainability/PublicEngagement/ClimateActionPlan/pdfs/WinnipegClimateActionPlan.pdf>

- (n) Green Building Policy for Existing City-owned and leased buildings

<https://clerkdmis.ad.cityofwpg.org/clerkdmis/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5637>

- (o) Winnipeg Transportation Master Plan

<https://legacy.winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>

D5.1.1 The Consultant shall liaise with the City on application of codes and standards.

D5.2 Consultant will be responsible for managing and coordinating its team of designers and Subconsultants throughout the duration of the project.

D5.3 Consultant's Contract Administrator shall work with the City to review and make recommendations on project scope, budget, timeline, and advise of project risks and provide recommendations on how to mitigate those risks.

- D5.3.1 Ensure the Project team members, including the Consulting Contract Administrator, understand the established project methodology to be used by the Consultant.
- D5.4 The Consultant shall:
- (a) Monthly Status Report: provide a complete current report on the project status on a monthly basis, containing the following information:
    - (i) Executive Summary: A written summary of the current and cumulative progress of the Project, identifying major activities completed during the period, major activities planned for the next period, and any areas of concern.
    - (ii) Cost Reporting: Cost report showing costs committed to date, invoiced to date, percent complete, forecast to complete, estimate at completion and variance.
    - (iii) Progress: A schedule showing actual versus planned progress, updated to reflect performance to date. The schedule should demonstrate progress against the baseline.
  - (b) provide access to digital graphics and professional renderings to support project communication and engagement activities;
  - (c) provide electronic seals with signature on all drawings, specifications, and reports submitted to the City;
  - (d) conduct proper document management practices, according to City standards, to file all relevant project documents (design documents, construction documents, closeout documents, meeting minutes, etc.) to the project's ShareFile site;
  - (e) meet with, coordinate, and deliver the requirements of City Stakeholders throughout the entire design process respecting facility programming, maintenance, and operational considerations/requirements. City shall identify the stakeholder groups and representatives to the Consultant at the outset of the Work.
- D5.5 Budget: Consultant shall ensure that the scope of work and associated cost remains within the budget constraints of the project.
- D5.6 Stakeholders: Consultant shall meet with, coordinate and deliver the requirements of project stakeholders throughout the entire design process respecting facility programming, maintenance and operational considerations/requirements of the new facilities. City shall identify the stakeholder groups and representatives to the Consultant at the outset of the Work.
- D5.7 Communication: Consultant shall establish an electronic folder system on a ShareFile site where project documents and reports from the field will reside for the Team's reference.
- D5.8 Workshops and Meetings: The Consultant shall anticipate meeting with the City Project Team and stakeholders throughout the project, including regular conference calls and in-person meetings at key project milestones:
- (a) Project Planning Kick Off meeting
  - (b) Investigate any unknown/unclear elements/features of the building
  - (c) Workshops to determine requirements of Candidate tenants
  - (d) Consultation with Winnipeg Police Service
  - (e) Conduct risk and opportunity assessments
  - (f) Present draft and final copies of Deliverables
- D5.8.1 Consultant shall create and chair meetings, and provide Meeting Agendas and Meeting Minutes for each meeting with the City project team.
- D5.8.2 Consultant shall submit all minutes of meetings with clear actionable items within 72 hours of the meeting to the City for distribution to the project team.
- D5.9 Initiation and Kickoff Meeting

- (a) Meet with the City Project Team to identify project milestones, refine the scope of work, confirm timeline, clarify specific roles and responsibilities, and identify project resources.
  - (b) Identify tools and methods that will be used to complete the work.
  - (c) Discuss critical issues affecting use and renovation of the Tower spaces, and other relevant factors.
  - (d) Discuss existing conditions/issues that could serve as potential obstacles to a successful renovation and tenanting.
- D5.10 Where possible, all documents shall be provided in PDF format, using the appropriate City of Winnipeg Project Management Manual template where required. Upon request, the Consultant shall provide the documents in MS Word and/or MS Excel format.
- D5.11 In order for the City to comply with the intent and requirements of the Manitoba Accessible Information and Communication Standard, all documents produced by the Consultant must be created and submitted as accessible documents. Draft and interim documents shall be created in MS Word following the [best practice provided by Microsoft](#) for making Word documents accessible. Submitted documents shall not contain errors or warnings when assessing document accessibility using the Check Accessibility Tool in MS Word in the Review Tab. When including charts, diagrams, images and drawings, including those generated in AutoCAD, drawings shall be labeled as a numbered figure and include name or title for the chart, diagram or image. Alt text shall also be added to the image to describe the intent of the image. Final document deliverables shall be provided in both accessible Word and accessible PDF versions.
- (a) Recommended accessible document guide resources:
    - (a) City of Winnipeg Writing Web Content Guide, which includes guidance on documents: <https://www.winnipeg.ca/city-governance/documents-reports/writing-web-content#Documents>
    - (b) Employment and Social Development Canada, "Making documents more accessible": <https://www.canada.ca/en/employment-social-development/programs/accessible-canada-regulations-guidance/alternate-formats/making-documents-more-accessible.html>
- D5.12 The Consultant shall apply and incorporate their internal quality procedures before submitting deliverables to the City.
- D5.13 All City of Winnipeg review comments shall be considered and incorporated into final version, if applicable.

## **D6. BUILDING DATA COLLECTION AND EVALUATION**

### **D6.1 266 Graham Avenue Office Tower**

- (a) City of Winnipeg will provide to the Consultant a description of the existing 266 Graham Tower, including all available information regarding the building systems and their condition
- (b) City of Winnipeg will provide to the Consultant building operation cost/revenue information.
- (c) Consultant to refer to the information provided in D6.1(a) for existing building information, including but not limited to: building condition, square footage, amenities, fixtures, and fittings.
- (d) In addition to the information provided in D6.1(a), the Consultant shall carry out any additional review, analysis, conclusions and design that may be required to inform design and occupancy recommendations, including but not limited to:
  - (i) Zoning districts and related development standards
  - (ii) Surrounding land uses
  - (iii) Street improvement plans
  - (iv) Other circulation and infrastructure plans

- (v) Phased Move In: Investigate the possibility of moving in tenants in phases, while building upgrade work is occurring in other parts of the Tower
  - (vi) What is the minimum building upgrade work required to move in at least one Candidate Tenant?
  - (vii) Identify advantages, disadvantages, opportunities and risks, and provide risk mitigation strategies
- (e) Site Tours of the Tower will be conducted with the Consultant and City representatives to observe the facilities and related operations.
- (i) Tours should commence within 2 Business Days of the Kickoff Meeting.
- (f) Consultant shall prepare an inventory of the existing facility, features, amenities, infrastructure conditions, accessibility conditions, other side features, and relationship to adjoining areas.
- (g) *Deliverable*: Building Design and Occupancy Report

#### D6.2 Consultation

- (a) Winnipeg Police Services (WPS)
- (i) Determine any WPS requirements on tenant use/occupancy/access of the 266 Graham Office Tower. WPS will provide a list of their strategic and operational goals. The design development must minimize any risks to critical WPS operations.
- (b) *Deliverable*: WPS Requirements Report

#### D6.3 Market Analysis

- (a) Consultant (or sub-consultant) will conduct a market analysis for the subject property:
- (i) identify market trends including unmet demand for commercial office space;
  - (ii) include current market rent analysis for comparable downtown properties, estimated in today's dollars for each Candidate Tenant;
  - (iii) current vacancy/occupancy rates for comparable downtown properties;
  - (iv) historical rent, expense and other trends over the past 5 (five) years for comparable downtown properties
- (b) It is expected that this work will be completed by an expert in the fields of economic development and market demand.
- (c) *Deliverable*: Market Analysis Report

### **D7. PROGRAM OF REQUIREMENTS**

- D7.1 Consultant will be provided with a list of up to six (6) City of Winnipeg Candidate Tenants.
- D7.1.1 Three (3) "anchor" tenants will be in the range of 150-400 people and will require 150-200 sq.ft. per person. Other tenants may be in the range of 20-150 people and will require 150-200 sq.ft. per person
- D7.2 The City of Winnipeg will provide relevant information for the Candidate Tenants, including:
- (a) Number of staff in each group
  - (b) Cost of office space in their current location
  - (c) Current square footage
  - (d) Timeline to be able to move
- D7.3 Consultant will create a Program of Requirements for each Candidate Tenant.
- D7.4 Determine tenant needs. This will be the summary / blueprint of each Candidate Tenant's needs, and will include at minimum:
- (i) number of staff

- (ii) office space requirements
- (iii) spatial relationships
- (iv) special considerations
- (v) common space (meeting, kitchenette (no cooking), washrooms, office equipment, etc.)
- (vi) work space (offices, cubicles, hoteling/touch down spaces, etc.)
- (vii) service space
- (viii) limitations/restrictions
- (ix) identify which finishes (paint, carpeting, etc.) (tenant existing and 266 Graham existing) to be existing or new
  - (i) Existing finishes to remain in place, unless damaged, excessively worn, or otherwise unsuitable
- (x) identify whether furniture, fixtures and equipment ("FF&E") (tenant existing and 266 Graham existing) are to be re-used or new
  - (i) Existing FF&E to remain in place, unless damaged, excessively worn, otherwise unsuitable, or creates a conflict with following the Draft of the City of Winnipeg Space/Furniture Standard
- (xi) Tenant relocation costs

D7.5 With input from the City of Winnipeg, Consultant will create and establish Furniture Standards.

D7.5.1 City of Winnipeg will provide a Draft Furniture Standard.

D7.5.2 Winnipeg Police Service utilizes its own furniture and space standards that is different from the City of Winnipeg Standard.

D7.6 With input from the City of Winnipeg, Consultant will create and establish Space Standards.

D7.6.1 City of Winnipeg will provide a Draft Space Standard.

D7.7 Conduct Workshops with each Candidate Tenant to determine that group's design/office/functional requirements.

D7.8 Determine and consider co-location opportunities or restrictions within each group and to other proposed Candidate Tenants.

D7.9 *Deliverables:* Program of Requirements for each Candidate Tenant developed based on the Drafts of the City of Winnipeg Space and Furniture Standards.

## **D8. CONCEPT DESIGNS AND FINANCIAL ANALYSIS**

D8.1 Consultant will prepare the following design concepts to occupy the Tower with City of Winnipeg tenants:

- (a) Assumes 100% of staff work at the office (no remote work options). Any hoteling spaces are due to operational use, and not remote work options.
- (b) Consultant should provide 1-2 scenarios that best accommodate some or all of the Candidate Tenants.

D8.2 **Design Concepts** must clearly address:

- (a) Scope and scale of any development
- (b) Property conditions
- (c) Limitation and restrictions
- (d) Previous reports
- (e) Building Design and Occupancy Report developed in D6
- (f) WPS Requirements Report developed in D6

- (g) Market Analysis developed in D6
- (h) Tenant information developed in D7 Program of Requirements
- (i) Design Plans for each Candidate Tenant/Floor
  - (i) References to offices, cubicles, reception areas, storage, kitchens, common areas, meeting spaces, washrooms, office machines (e.g.: photocopiers)
  - (ii) IT (internal COW network and external provider), telephone and security
- (j) Any limitations/restrictions
- (k) Any Candidate Tenant requirements/functionality that will not be met in this option
- (l) Consultant plan for accommodating staff travel to work:
  - (i) Amount of parking available to each Candidate Tenant, versus each tenants parking requirements/requested parking
  - (ii) And/or ability to meet this requirement by alternative methods (i.e., bus or active transportation)
- (m) Ability of existing building systems to support the proposed Design Concept, or required additional building system upgrades

**D8.3 Design Concept Report shall:**

- (a) Document the data gathered:
  - (i) Building Design and Occupancy Report developed in D6
  - (ii) WPS Requirements Report developed in D6
  - (iii) Market Analysis developed in D6
  - (iv) Program of Requirements for each Candidate Tenant
- (b) Clearly and adequately detail the Consultant plans for Design Option A and Design Option B;
- (c) Include recommendations for furniture, fittings, and equipment (FF&E) replacements and upgrades. Recommendations must take reliability, redundancy and functionality into account;
- (d) Risk Management Plan: Develop a Risk Management Plan, identifying risks and opportunities specific to each Candidate Tenant, each Floor, and the overall building/project, and appropriate mitigation strategies. The Risk Management Plan shall identify and manage risks impact specific to WPS operations.
- (e) Hazardous Materials: Determine hazardous materials abatement requirements;
- (f) FF&E: Include recommendations for furniture, fittings, and equipment (FF&E) replacements and upgrades. Recommendations must take reliability, redundancy and functionality into account. The FF&E recommendations shall align with the Draft of the City of Winnipeg Space/Furniture Standard;
- (g) IT, Communication, Security: Determine communication, IT, alarm and security requirements;
- (h) Review and incorporate regulatory requirements into the project plan and schedule;
- (i) Identify and incorporate stakeholder needs.

**D8.4 Design Concept Report shall consist (at minimum) of the following:**

- (a) Executive Summary
- (b) Guiding principles, goals and objectives
  - (i) Demonstrate alignment with City of Winnipeg policies detailed in D5.1
- (c) Description of methodology
- (d) Data collected and evaluation criteria
- (e) Concept Designs and Financial Analysis

(f) Summary and Recommendations

**D8.5 Financial Analysis**

(a) Class 3 Cost Estimates prepared by a Professional Quantity Surveyor

- (i) Candidate Tenant: Provide an estimate for each Candidate Tenant, including all costs related to occupying the Tower, including but not limited to:
  - (i) Tenant Fit Up per the Program of Requirements for each Candidate Tenant
  - (ii) Tenant relocation
  - (iii) Cost to acquire replacement space: current market rent and contract rent of Tenant's existing space versus value of new space at 266 Graham
- (ii) Phased Moved In: Further to D6.1(d)(v), if the Consultant has provided a plan to occupy the Tower in phases, provide an estimate for each phase showing all phase costs, including but not limited to:
  - (i) Tenant Fit Up for the tenant proposed to move in in this phase, per the Program of Requirements for that Candidate Tenant
  - (ii) Tenant Relocation for the tenant proposed to move in in this phase
  - (iii) Cost to acquire replacement space: current market rent and contract rent of Tenant's existing space versus value of new space at 266 Graham
  - (iv) Building system costs: identify the minimum required electrical, mechanical, hazardous materials abatement, accessibility upgrades, fire life safety upgrades, etc. required for this phase
  - (v) Possibility and cost of termination of any existing tenants' contracts (penalties) in order to accelerate the phased move-in and make it more continuous
  - (vi) Financial and logistical impact of phased move-in that is dispersed in time, e.g., tenant A moves in in 2028 and tenant B moves in in 2036.

(b) Cost Comparison

- (i) Cost Benefit Analysis and NPV comparisons of various occupancy options, demolition options, and status quo, with a timeframe based on stabilized occupancy or project completion.
- (ii) Cost to acquire replacement space: current market rent and contract rent of Tenant's existing space versus value of new space at 266 Graham
- (iii) Include a comparison to the Cost to Do Nothing

**D8.6 Presentation**

- (a) Prepare and present in person to the City of Winnipeg Senior Management Team and/or Council an overview of the proposed Design Option Concepts.
- (b) Include all presentation materials as needed (e.g.: graphics drawings, PowerPoint presentation, underlying spreadsheet of financial analysis, market analysis, etc.).
- (c) Ensure that all documents produced by the Consultant are created and submitted as accessible documents. Draft and interim documents shall be created in MS Word following the best practice provided by Microsoft for making Word documents accessible. Submitted documents shall not contain errors or warnings when assessing document accessibility using the Check Accessibility Tool in MS Word in the Review Tab. When including charts, diagrams, images and drawings, including those generated in AutoCAD, drawings shall be labeled as a numbered figure and include a name or title for the chart, diagram or image. Alt text shall also be added to the image to describe the intent of the image. Final document deliverables shall be provided in both accessible Word and accessible PDF versions.

Recommended accessible document guide resources:

City of Winnipeg Writing Web Content Guide, which includes guidance on documents:  
<https://www.winnipeg.ca/city-governance/documents-reports/writing-web-content#Documents>

Employment and Social Development Canada, “Making documents more accessible”:  
<https://www.canada.ca/en/employment-social-development/programs/accessible-canada-regulations-guidance/alternate-formats/making-documents-more-accessible.html>

- D8.7 Report shall be submitted to the City as a draft for review and comments, followed by the final version.
- D8.8 *Deliverables*: Concept Designs and Financial Analysis Report; Concept Designs and Financial Analysis Presentation.

## D9. DEFINITIONS

- D9.1 When used in this Request for Proposal:
- (a) “**Class 3 Cost Estimate**” means a cost estimate prepared by a Quantity Surveyor, with an accuracy of -20% to +30%.
  - (b) “**Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- D9.2 Notwithstanding C1.1, when used in this Request for Proposal:
- (a) “**COW**” means City of Winnipeg;
  - (b) “**City**” means City of Winnipeg;
  - (c) “**FF&E**” means furniture, fixtures (example: tables, chairs, desks, etc.) and equipment (example: phones, printers, copiers, etc.);
  - (d) “**Tower**” means 266 Graham Avenue Office Tower;
  - (e) “**WPS**” means Winnipeg Police Service.

## D10. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D10.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D10.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D10.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
  - (b) providing reasonable accommodations;
  - (c) reasonably accommodating assistive devices, support persons, and support animals;
  - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
  - (e) inform the public when accessibility features are not available;
  - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
  - (g) providing adequate training of staff and documentation of same.



## **D11. UNFAIR LABOUR PRACTICES**

- D11.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D11.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D11.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D11.4 Failure to provide the evidence required under D11.3, may be determined to be an event of default in accordance with C14.
- D11.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D11.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D11.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D11.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **SUBMISSIONS**

### **D12. AUTHORITY TO CARRY ON BUSINESS**

- D12.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

### **D13. SAFE WORK PLAN**

- D13.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.
- D13.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D14. INSURANCE**

- D14.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D14.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
    - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
    - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
    - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
    - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence. Such coverage may be met through commercial general liability, if applicable.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.
- D14.2.1 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.
- D14.3 The policies required in D14.2(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.
- D14.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D14.2(a) and D14.2(b).
- D14.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D14.2(a) and D14.2(c).

- D14.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D14.9.
- D14.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D14.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D14.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

#### **D15. SECURITY CLEARANCES**

- D15.1 Each individual proposed to view drawings or attend 245 Smith shall be required to obtain and maintain a Level 2 security clearance from the Winnipeg Police Service. See Part E – Security Clearance.
- (a) Following award of contract, Consultant shall forward the completed security clearance forms to the Consulting Contract Administrator in D2 no later than March 1, 2024.

#### **SCHEDULE OF SERVICES**

##### **D16. COMMENCEMENT**

- D16.1 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.
- D16.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
- (i) evidence of authority to carry on business specified in D12;
  - (ii) the Safe Work Plan specified in D13;
  - (iii) evidence of the insurance specified in D14; and
  - (iv) the Security Clearances specified in D15.
- (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
- (c) The direct deposit application specified in D19.1
- D16.3 The City intends to award this Contract by February 2, 2024

##### **D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D17.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D17.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D17.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption,

including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

- D17.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D17.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D17.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

## MEASUREMENT AND PAYMENT

### D18. INVOICES

- D18.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:  
The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204-949-0864  
Send Invoices to [CityWpgAP-INVOCES@winnipeg.ca](mailto:CityWpgAP-INVOCES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)
- D18.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
  - date of delivery;
  - delivery address;
  - type and quantity of work performed;
  - the amount payable with GST and MRST shown as separate amounts; and
  - the Consultant's GST registration number.
- D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D19. PAYMENT

- D19.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## DISPUTE RESOLUTION

### D20. DISPUTE RESOLUTION

- D20.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D20.

- D20.2 The entire text of C17.4 is deleted, and amended to read: “Intentionally Deleted”
- D20.3 The entire text of C17.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City’s Materials Management Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D20.4 Further to C17, prior to the Consulting Contract Administrator’s issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator (“Dispute”):
- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant’s equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant’s equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant’s equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
    - (i) The Consulting Contract Administrator;
    - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D20.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D20.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D20.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D20.4.4 If the Dispute is not resolved to the City and Consultant’s mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D20.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

### **THIRD PARTY AGREEMENTS**

#### **D21. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

- D21.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D21.2 Further to D21.1, in the event that the obligations in D21 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations (“Funding Costs”) shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.

D21.3 For the purposes of D21:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D21.4 Modified Insurance Requirements

D21.4.1 If not already required under the insurance requirements identified in D14, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.

D21.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D21.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D21.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D21.5 Indemnification By Consultant

D21.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D21.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

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

D21.5.3 in relation to this Contract or the Work.

D21.6 Records Retention and Audits

D21.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D21.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D21.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D21.7 Other Obligations

D21.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D21.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D21.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D21.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D21.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D21.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

## PART E - SECURITY CLEARANCE

### E1. SECURITY CLEARANCE

#### SECURITY CLEARANCE FOR WORK AT WINNIPEG POLICE SERVICE BUILDINGS OR STATIONS

- E1.1 The City will conduct a Level Two Security Clearance Check for:
- (a) owner(s), members of the Board of Directors and persons with controlling interest in the company; and
  - (b) any individual proposed to perform Work under the Contract for the Winnipeg Police Service.
- E1.2 The Consultant shall provide the Consulting Contract Administrator with:
- (a) a list of individuals identified in E1.1:
    - (i) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
  - (b) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck> . Form P-608 must be signed and dated.
    - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Bid/Proposal.
- E1.3 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:
- (a) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
- E1.4 Any company for whom a satisfactory Level Two Security Clearance is not obtained for all owner(s), member(s) of the Board of Directors; and persons with controlling interests in the company will not be qualified for award of Contract.
- E1.5 Any individual proposed to do the Work for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work for Winnipeg Police Service.
- E1.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- E1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require a further Security Clearance Check.
- E1.7.1 The Contract will be terminated with any Consultant should any owner(s), member(s) of the Board of Directors; or persons with controlling interest in the company fail to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check.
- E1.7.2 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 Work under the Contract for the Winnipeg Police Service.
- E1.8 If a person fails a Winnipeg Police Service security clearance check at any level, they will not be able to apply for another clearance for 2 years.