



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 161-2026

**PROFESSIONAL CONSULTING SERVICES FOR ASSINIBOINE SOUTH
RECREATION CAMPUS FEASIBILITY STUDY**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR ASSINIBOINE SOUTH RECREATION CAMPUS FEASIBILITY STUDY

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 27th, 2026.
- B2.2 The Consulting Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.
- B3.2 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.
- B3.3 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.
- B3.4 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.
- B3.5 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.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

- B4.1 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.

B4.2 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.

B5. ADDENDA

B5.1 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.

B5.2 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.

B5.3 Addenda will be available on the MERX website at www.merx.com.

B5.4 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.

B5.5 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.

B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B6. PROPOSAL SUBMISSION

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8.

B6.2 The Proposal should also consist of the following components:

- (a) Project Organization Approach (Section C) in accordance with B9;
- (b) Experience of Proponent and Subconsultants (Section D) in accordance with B10;
- (c) Experience of Key Personnel Assigned to the Project (Section E) in accordance with B11;
- (d) Project Understanding and Methodology (Section F) in accordance with B12; and
- (e) Project Schedule (Section G) in accordance with B13.

B6.3 Further to B6.1 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.

B6.4 Further to B6.2, 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.

B6.5 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.

B6.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B6.6.1 Proposals will **only** be accepted electronically through MERX.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B7.2 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.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2

B7.3 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.

B7.4 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B7.5 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.

B8. FEES (SECTION B)

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.3 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.

- B8.4 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.
- B8.5 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.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.6.1 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 D19. Any such costs shall be determined in accordance with D19.

B9. PROJECT ORGANIZATION APPROACH (SECTION C)

- B9.1 The Proponent to limit Organizational approach to ten (10) pages.
- B9.2 The Proposal should briefly describe the approach to overall team formation including how the Proponent team intends to take on the challenge of successfully completing this Project and the advantage the Proponent Team brings to the City at every stage explicitly addressing
- (i) Phase 1—Community Needs Assessment and Forecasting deliverables and
 - (ii) Phase 2—Feasibility and Concept Design deliverables (if authorized), including the Proponent’s approach to decision gates and the City’s discretion to proceed to Phase 2 upon acceptance of Phase 1 deliverables.
- B9.3 The Proposal should include 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.
- B9.4 The Proponent should provide the following information of the Proponent Team including the Proponent and all Subconsultants, in tabular form:
- (i) Name of Proponent or Subconsultant Organization: e.g. ABC Firm.
& address: mailing address, telephone number, and website.
 - (ii) Project Role: e.g. Sustainability Lead.
 - (iii) Summary Scope of Work/Responsibilities in Project: e.g. Responsible for developing the project’s sustainability approach and coordinating the LEED certification process.
 - (iv) Lead Key Personnel Name, title.
- B9.5 The Proponent should provide its proposed Team organizational structure as follows:
- (a) in an organizational chart, identify each of the Key Personnel and role/job function in the Project. Identify the Principals-in-Charge, Consultant Contract Administrator, Design team and leads for all disciplines (including, but not limited to, the list of specialists/required consultants indicated in section B11), Cost Estimator (Quantity Surveyor), Public and Stakeholder Engagement Lead, and any other Key Personnel and critical support staff.
 - (i) the City requires that the Proponent’s Designated Consultant Contract Administrator, and Public & Stakeholder Engagement Lead are individual, dedicated, and separate roles from that of the Design Lead and other roles. The organizational chart must also demonstrate how the team will resource the Phase 1 needs assessment and forecasting workstream separately and in coordination with the Phase 2 concept design/costing workstreams (if authorized).
 - (b) roles of each of the Key Personnel and critical support staff in the Project should be identified in the organizational chart, along with the percent of their time to be dedicated to the Project in accordance with the Scope of Services identified in D4;

- (c) personnel reporting relationships should be identified in the organizational chart, including the Proponent reporting to the City, and direct reports to the Proponent and Key Personnel; and
- (d) other Critical support staff that may be required under the Project should be identified in the organizational chart.

B9.6 The Proponent should clearly indicate how the Proponent Team will collaborate, coordinate information, and transition between phases of the project.

B9.7 The Proponent should provide a chart or table that lists the projects where the Proponent Team members have previously worked together, and in what role/capacity, identifying work specifically comparable to multi-round public/stakeholder engagement, municipal recreation campus planning, and Class 5 estimating for large public-sector projects.

B9.8 In tabular form, for each Key Personnel identified, the Proponent should 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. The allocation must be broken down by Phase (Phase 1 and Phase 2) and aligned to Form P: Person Hours (referenced in Section D4),

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION D)

B10.1 The Proponent to limit Experience of Proponent and Subconsultants section to fifteen (15) pages.

B10.2 The Proponent and Subconsultants should each provide, at minimum, two (2) reference projects that demonstrates their history and experience in providing planning, programming, design, public engagement, specification, management of the project, Projects should be completed within the last ten (10) years and will be evaluated based on the similarities of complexity, scope, and value to this project. Information should be separated into Proponent and Subconsultant project listings.

B10.3 For each project listed in B10.2, the Proponent should submit:

- (a) past project name, including the City Bid Opportunity/Tender number if applicable, or other Bid Opportunity/Tender information as reference;
- (b) description of the project, including an overall scope description;
- (c) past project owner, location, and contact information;
- (d) the role and responsibility of the consultant/subconsultant firm and identified Key Personnel on the past project;
- (e) relevance of the past project to Assiniboine South and accomplishments on past project that may relate to Assiniboine South; (e.g., recreation campus planning, arena/aquatics/fieldhouse programming, multi-site network planning including secondary sites, and stakeholder governance models comparable to community centre operations)
- (f) how the quality objectives were met;

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION E)

B11.1 The Proponent to limit Experience of Key Personnel section to ten (10) pages.

B11.2 The Proponent should submit the experience, qualifications, role, and capacity of the Key Personnel assigned to the Project, including, but not limited to, the Principals-in-Charge, the Consultant Contract Administrator, managers of the key disciplines and lead designers, cost estimator, and public engagement professionals. The following information should be included when submitting the qualifications, experience, and education of the Key Personnel and critical support staff assigned to the Project:

- (a) name;

- (b) proposed role and scope of responsibility in this Project; explicitly mapped to Section D4 Phase 1 and/or Phase 2 tasks and deliverables;
 - (c) current employer – Proponent/Proponent Team member;
 - (d) job title;
 - (e) professional affiliations, educational background, degrees, and specialized training;
 - (f) years with the organization and total years of professional experience; and
 - (g) years of experience in similar role to the role proposed for this Project.
- B11.3 For each person identified, list at least two (2) comparable projects in which they have played a primary role similar to that proposed for this Project within the last ten (10) years. 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 the following:
- (a) name and location of past project (include Bid Opportunity or Tender Number as reference);
 - (b) description of project including identification of project owner
 - (c) how is the project applicable or relevant to the Assiniboine South Scope or Service Section D4;
 - (d) role and responsibility of the person on the past project; and
 - (e) reference information (one current name, position, telephone number, email address per project).
- B11.4 The City considers Key Personnel listed in the Proponents team to have formal Professional training with corresponding certifications and designations, as required by each role, such as P.Eng, PMP, MAA, etc. Professional Affiliation Letters of Good Standing, along with current dated proof of registration, should be provided for each design lead and listed Key Personnel as applicable to their role.
- B11.5 The City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training. Proponents should clearly demonstrate the Public & Stakeholder Engagement Lead's experience designing and delivering multi-round engagement that includes stakeholder interviews, participatory design events, digital engagement, and open house/survey validation consistent with D4 and D14.
- B11.6 The Proposal should include all Key Personnel assigned to the Project Identified in B9.5(a) and other critical support staff in Form P: Person Hours in accordance with B11.2 for all phases identified in D4 Scope of Services.
- B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)**
- 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 Methodology should be presented in accordance with the Scope of Services identified in D4 and must be structured by Phase (Phase 1 and Phase 2) with clear deliverables, inputs, and review cycles
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's understanding of the urban design issues;

- (c) the team's understanding of recreation service delivery;
- (d) the team's understanding of parks service delivery;
- (e) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
- (f) the team's understanding of project management and project deliverables;
- (g) the proposed Project budget;
- (h) any other issue that conveys your team's understanding of the Project requirements.

B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services(Phase 1 and Phase 2).

B12.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B12.6 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.

B12.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B12.8 For each person identified in B11, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B13. PROJECT SCHEDULE (SECTION G)

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.

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 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.

B14.2 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.

B14.3 In connection with their Proposal, each entity identified in B14.2 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.

B14.4 Without limiting B14.3, 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.

B14.5 Without limiting B14.3, 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 B14.4 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.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

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, Purchasing Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- 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;
 - (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 B15.4 and D4.1).
- B15.4 Further to B15.3(f), the Proponent acknowledges that they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B15.5 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.
- B15.6 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.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 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.
- B16.3 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).
- B16.3.1 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. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/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 for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

- B19.1 The Consulting Contract Administrator may, in their 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, 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) 10%
 - (d) Project Organizational Approach; (Section C) 20%
 - (e) Experience of Proponent and Subconsultant; (Section D) 20%
 - (f) Experience of Key Personnel Assigned to the Project; (Section E) 20%
 - (g) Project Understanding and Methodology (Section F) 20%
 - (h) Project Schedule. (Section G) 10%
- 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 their Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.5.1 For evaluation purposes only, where Fees include a cash allowance, the cash allowance shall be removed from the total Fees for the calculation of price points
- B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.10.
- B21.7 Further to B21.1(d), Project Organizational Approach will be evaluated considering the requirements set out in B9.
- B21.8 Further to B21.1(e), 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.
- B21.9 Further to B21.1(f), 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.
- B21.10 Further to B21.1(g), 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.
- B21.11 Further to B21.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B21.12 Notwithstanding B21.1(d) to B21.1(h), where Proponents fail to provide a response to B6.2(a) to B6.2(e), the score of zero may be assigned to the incomplete part of the response.
- B21.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.14 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.

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 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 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.

- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at their discretion, award the Contract in phases.
- B22.5 Further to B22.4 where future phases are identified in D4 Scope of Services, the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 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
- B22.6.1 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.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B22.8 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 D19 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 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.
- B22.10 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, Purchasing Division website at 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:

Paul Skutnik

Telephone No. 431-374-1929

Email Address: pskutnik@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 administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments. The City of Winnipeg's parks and recreation services are provided by two separate departments. The Community Services Department is responsible for indoor recreation and leisure services and programming (e.g., pools, arenas, leisure/fitness facilities, and recreation program registration/support to the community-centre network). The Parks & Open Space Division within the Public Works Department provides outdoor recreation and parks services.

D3.2 On May 26, 2022, the Winnipeg Parks and Recreation Strategy was adopted, as a long-term strategic plan to guide City of Winnipeg recreation facility investment and service provision. The Recreation Strategy defines service levels and seeks to transform facilities and services to meet community needs. It identifies areas for investment and renewal to create a more equitable, adaptable, sustainable, and climate-resilient system that supports lifelong participation, health, and wellbeing [Recreation & Parks Strategies - Parks - City of Winnipeg](#) The Assiniboine South area of Winnipeg, which includes the Charleswood Ward, is comprised of established neighborhoods, but is also experiencing residential growth with new neighborhoods being developed. This includes Ridgewood South, a longer-term precinct plan, and longer-term development potential south of Wilkes Avenue that is expected to be realized as major servicing, drainage, and transportation improvements are implemented]. There's a need to assess the growing need for modern recreation facilities in the community

D3.3 The Assiniboine South Recreation Campus is a new regional recreation facility/campus proposed for Marj Edey/Varsity View Sportsplex Parks[^]. Marj Edey/Varsity View Sportsplex Parks are community parks located at 945 Fairmont Rd and 4230 Ridgewood Ave respectfully, and together are approximately 36 acres in size. The parks are home to four (4) adult baseball diamonds, three (3) tennis courts, the Varsity View Sportsplex, Springers Gymnastics facility, and the Michael Komenda Memorial Skatepark.

D3.4 The study/service area is a catchment area that extends approximately 4 km from the Marj Edey park site and is loosely bounded by the west perimeter, the Assiniboine River, Wilkes Avenue, and Kenaston Boulevard. The area is served by several community organizations and recreation facilities, including three community centres: Westdale Community Centre, Roblin Park Community Centre, and Varsity View Community Centre. Westdale and Varsity View Community Centres operate multiple locations, so, in total, the community centres account for 5 distinct recreation and parks locations. While many of the existing programs and facilities are

well-used, some of the facilities are outdated with limited accessibility, insufficient programming spaces, and a lack of key amenities.



- D3.5 The three Charleswood community centres are in the process of amalgamating their Board of Directors into one administrative entity to help increase their capacity and to better serve the community.
- D3.6 The proposed development of a new regional recreation facility/campus is an important project, but it cannot serve all of the community's recreation and programming needs alone. Existing park and recreation sites in the study area operate as a network that will continue to support access to recreation and parks services.
- D3.7 Incrementally, as opportunities and funding allow, the City is working to align the provision of recreation and park amenities to the policy goals and target levels of service in the Winnipeg Recreation Strategy and the Winnipeg Parks Strategy. Locating new amenities at the Marj Edey site may result in the displacement of existing amenities that are still required to meet level of service targets. As part of the planning for the new regional facility/campus, the feasibility study should identify opportunities to reconfigure existing parks and recreation locations (secondary sites) to supplement the regional campus and provide access to the desired mix of amenities for long-term community use.. The City's aim is to understand how a minimum of 8 secondary sites could, together, form a more coordinated network of amenities that meets the target levels of service. Over time, this may require a phased approach that considers where uses could be better relocated or consolidated, how sites might be reconfigured, and which amenities or facilities should be renewed, replaced, or modernized to support the intended service outcomes.
- D3.8 Marj Edey Park could be affected by corridor protection and future access/circulation changes associated with the planned Bill (William R.) Clement Parkway Extension. The successful Proponent will be provided with more detailed information at commencement of the project.

D4. SCOPE OF SERVICES

D4.1 Project Background and Objectives

- (a) Plan for a modern, accessible, program responsive regional recreation facility/campus on City-owned land in Marj Edey Park to serve the Assiniboine South area
- (b) Address aging facilities, programming gaps, and growth pressures; identify opportunities to leverage or consolidate community resources; and provide phased implementation guidance anchored by public/stakeholder input.
- (c) Produce concept designs, presentation renderings, and Class 5 cost estimates to inform future City decisions.
- (d) Proceeding to Phase 2 is at the City's sole discretion upon acceptance of Phase 1 deliverables.

D4.2 General Requirements (Apply to Both Phases)

- (a) Team composition: Lead consulting team with parks/recreation planning expertise; dedicated Public Engagement Lead; capacity for data collection and analysis, site planning, concept architecture, landscape architecture, engineering disciplines as required, cost estimating, and data visualization, GIS mapping, graphic design/communications.
- (b) Meetings and reporting: In the Work Plan, set meeting cadence, standing agendas, decision gates, and a milestone schedule. Minimum: project kickoff, regular status updates, task end workshops, and written progress reports. Finalize with the City at kickoff; the City may adjust during the assignment.
- (c) Standards, compliance, and digital: Follow City of Winnipeg standards/templates, the Accessibility for Manitobans Act (AMA), FIPPA, and universal design best practices. Provide Class 5 cost estimates (). All digital submissions must meet City CAD/GIS standards for formats, file naming, and metadata; use industry best practices where not specified.

D4.3 Phase 1 — Community Needs Assessment and Forecasting

D4.3.1 Project Initiation

- (a) Proponent-led kickoff to confirm scope, roles, schedule, and risk register.
- (b) Submit Phase 1 Work Plan and Engagement Plan (methods, audiences, timelines, accessibility measures).

D4.3.2 Policy and Background Review (including Joint Use/Partnership Scan)

- (a) Synthesize applicable City/regional policies and plans (recreation, parks/green space, transportation, secondary/precinct), and include a concise scan of existing/potential Joint Use Agreements (e.g., school divisions) and partnerships (public/not for profit/private) that could leverage or consolidate resources, with recommended priority opportunities for testing in Phase 2.
- (b) Review prior plans and studies provided by the City (e.g., Varsity View 2016 and 2012, Bill Clement Parkway Extension) and summarize implications for this feasibility study.

D4.3.3 Demographics and Demand Forecasting

- (a) Establish baseline demographics and equity considerations for the service area.
- (b) Forecast recreation participation and facility needs at 10/20/30 year horizons; benchmark provision ratios to identify gaps.

D4.3.4 Inventory and Usage Assessment

- (a) Inventory existing parks and recreation service providers/organizations and amenities (community centres, outdoor rinks, indoor arenas, outdoor courts, fields/diamonds, indoor/outdoor pools, wading pools, spray pads and indoor gyms) within the study area and adjacent catchments

- (b) Document utilization patterns where data exists (peak/shoulder use, access constraints, seasonal dynamics). Building condition assessments are expressly excluded.

D4.3.5 Site Base Information — Marj Edey Park

- (a) Conduct a basic topographic and legal boundary survey of the site (no subsurface locates), capturing contours, spot elevations, visible utilities, circulation/parking, fields/courts, structures, key trees, and surface drainage indicators; and prepare a concise constraints/opportunities memo based on desktop review (access, transit/active transportation links, zoning requirements, easements and/or setbacks, environmental/heritage flags, drainage/flood considerations, CPTED).

D4.3.6 Round 1 Engagement

- (a) Objective:
 - (i) Engage with external stakeholder organizations to collect information on their organizational priorities and service provision, assess current facility utilization, identify opportunities and challenges, and explore future directions.
- (b) Audience:
 - (i) Stakeholder organizations including but are not limited to community center boards, field users, facility users, youth and seniors, equity-deserving groups, neighbourhood associations.
- (c) Methods:
 - (i) Structured meetings
 - (ii) Interviews
- (d) City responsibilities:
 - (i) Develop and disseminate the engagement strategy (all three rounds).
 - (ii) Develop and coordinate website content.
- (e) Proponent responsibilities:
 - (i) Conduct stakeholder mapping to identify and categorize stakeholder organizations based on interest and influence.
 - (ii) Develop a stakeholder registry using the results of the stakeholder mapping.
 - (iii) Organize and facilitate stakeholder outreach including preparing a meeting/interview plan, preparing invitations, designing meeting/interview materials, facilitating meetings/interviews, and recording stakeholder input.
 - (iv) Prepare a Round 1 Engagement Summary that outlines what was done and what was heard.

D4.3.7 Phase 1 Deliverables

- (a) Phase 1 Work Plan.
- (b) Policy/Background Synthesis Memo (including past study insights and Joint Use/partnership scan with Phase 2 priorities).
- (c) Demographic and Demand Forecast Report (methods, datasets).
- (d) Parks & Recreation Inventory and Level of Service Assessments (Access, Provisioning, Capacity, Usage) (maps, tables, GIS layers).
- (e) Marj Edey Park Basic Survey package (DWG/PDF/metadata) and Site Constraints & Opportunities Memo.
- (f) Stakeholder Registry, meeting/interview plan and materials, and Round 1 Engagement Summary.
- (g) Phase 1 Current State and Future Needs Report with executive summary and presentation deck

D4.4 Phase 2 — Feasibility and Concept Design (Assiniboine South Recreation Campus and Affected Park Sites)

- (a) Commences only upon written authorization from the City following Phase 1 acceptance.

D4.4.1 Mobilization and Validation

- (a) Confirm scope/schedule/risks; finalize the Phase 2 Engagement Plan.
(b) Validate the program brief using Phase 1 outcomes and City direction.

D4.4.2 Program Options and Phasing Logic

- (a) Translate needs into program options for the new campus (e.g., indoor aquatics, twin arena, fieldhouse, gymnasiums, spray pad, community amenities).
(b) Identify the recommended focal component for an initial build stage (e.g., twin arena and/or gymnasiums) with rationale (need, equity impact, deliverability).
(c) Outline high level phasing aligned to known capital planning windows without binding to current constraints.

D4.4.3 Secondary Sites — Future Role

- (a) Define high level future options/roles for up to five secondary recreation/park sites in the Assiniboine South area of Winnipeg, (no building condition assessments).
(b) Provide a Class 5 estimate for two selected secondary site concepts; the City may cost remaining sites in house.

D4.4.4 Engagement — Concept Testing and Feedback

D4.4.5 Round 2 Engagement

- (a) Objective:
(i) Foster collaboration with the public and stakeholders in selecting amenities and influencing campus design.
- (b) Audience:
(i) The general public and stakeholder organizations.
- (c) Methods:
(i) Participatory design events that enable the public and stakeholders to collaboratively determine amenity sections and site design through guided facilitation.
(ii) Digital engagement on amenities and site design for those unable to attend the participatory design events.
- (d) City responsibilities:
(i) Develop and coordinate web update.
(ii) Develop and coordinate promotion for the general public.
(iii) Create a Round 2 Engagement Summary that outlines what was done and what was heard.
- (e) Proponent responsibilities:
(i) Develop and coordinate stakeholder invitations.
(ii) Create and manage event materials and digital content.
(iii) Organize and facilitate participatory design events, including preparing event plan, handling logistics, handling event supplies, printing, facilitating events, and recording input.

D4.4.6 Campus Master Planning — Alternatives to Preferred

- (a) Develop up to three master plan alternatives:
(i) Site organization, building massing zones, adjacencies, outdoor amenities, open space network, CPTED.

- (ii) Access, circulation, parking strategy, transit interface, and active transportation connections.
- (iii) Universal design and inclusion; high level sustainability, climate resilience, and green infrastructure strategies.

(b) Facilitate evaluation; refine to a Preferred Master Plan.

D4.4.7 Servicing and Infrastructure Readiness (Concept Level)

- (a) Desktop review of servicing (water, wastewater, stormwater, electrical, communications) to confirm capacity and connection points.
- (b) Concept-level plan for phased build-out: order-of-magnitude upgrades, preliminary grading/stormwater strategy, and brief assessment of notable opportunities (e.g., heat recovery/district energy, on-site renewables, stormwater reuse/green infrastructure, shared servicing, incentives).

D4.4.8 Building Program Concept Design

- (a) Concept level plans and massing for priority program elements consistent with the Preferred Master Plan.
- (b) Functional relationships (front of house/back of house), loading/service, and operational considerations at a concept level.
- (c) Presentation quality renderings/visualizations for the Assiniboine South campus suitable for public display and Council/Committee briefings.

D4.4.9 Phasing and Implementation Plan

- (a) Near/mid/long term phasing with enabling works, swing space (if any), operational continuity, and campus activation.

D4.4.10 Cost Estimating — Class 5 “Menu”

- (a) Class 5 estimate for the Preferred Campus Concept, including modular components aligned to the phasing plan.
- (b) Identify inclusions/exclusions, contingencies, escalation assumptions, and risk allowances; provide sensitivity ranges.
- (c) Class 5 estimate for two selected secondary site concepts (others by City, if applicable).

D4.4.11 Round 3 Engagement

- (a) Objective:
 - (i) Present the final design of the site and facilities, validating it with stakeholders and the public to ensure alignment with identified needs.
- (b) Audience:
 - (i) The general public and stakeholder organizations.
- (c) Methods:
 - (i) Open house
 - (ii) Survey
- (d) City responsibilities:
 - (i) Develop and coordinate web update.
 - (ii) Develop and coordinate promotion for the general public.
 - (iii) Develop and coordinate survey.
 - (iv) Develop open house materials.
 - (v) Create a Round 3 Engagement Summary that outlines what was done and what was heard.
- (e) Proponent responsibilities:

- (i) Develop site plans, 3D dollhouse-style floor plans, interior/exterior 3D renderings, and other visuals to support the City developing the Round 3 engagement materials.
- (ii) Visuals must use color and texture and be in a style that is easily understood by the general public.
- (iii) Organize and facilitate the open house, including preparing event plan, handling logistics, handling event supplies, printing, facilitating events, and recording input.

D4.4.12 Phase 2 Deliverables

- (a) Phase 2 Work Plan (updated).
- (b) Program Options and Preliminary Phasing Framework (including recommended first stage component).
- (c) Secondary Sites Options Summary and two Class 5 cost estimates.
- (d) Round 2 engagement event plan, event materials, and digital engagement materials.
- (e) Preferred Master Plan package (site plan; circulation/parking; landscape/open space diagrams; massing).
- (f) Concept Design package for campus program elements (plans/massing/sections at concept level).
- (g) Presentation renderings/visualizations for Assiniboine South campus site.
- (h) Servicing and Infrastructure Readiness Memorandum.
- (i) Phasing and Implementation Plan.
- (j) Class 5 Cost Estimate “menu” for the campus and one secondary site.
- (k) Round 3 engagement event plan, public-friendly visuals.
- (l) Final Feasibility and Concept Design Report with executive summary and presentation deck.

D4.5 City Provided Information

- (a) Prior plans and studies (e.g., Varsity View 2016 and 2012, Bill Clement Parkway Extension), usage data for Eric Coy Arena and associated parks/fields, CAD base drawings, relevant policy documents, standards/templates, and contacts for stakeholder introductions.

D4.6 Assumptions and Exclusions

- (a) Building condition assessments are excluded; this is a forward-looking planning exercise.
- (b) No geotechnical investigation, environmental site assessment, traffic counts/modelling, or subsurface utility engineering unless separately authorized.
- (c) Operating model analysis is out of scope for this early feasibility stage.
- (d) Program reference list includes aquatics, arena, fieldhouse, gymnasiums, spray pad, and community amenities; curling only if directed.
- (e) Eric Coy Arena remains part of the baseline network for needs analysis unless the city directs otherwise.

D4.7 Schedule Expectations (to be confirmed in Proponent Work Plan)

- (a) Phase 1: approximately 5–6 months from Notice to Proceed to final report.
- (b) City review/gate: approximately 4 weeks.
- (c) Phase 2: approximately 6 months from authorization to Final Feasibility and Concept Design Report.

D4.8 Performance and Acceptance Criteria

- (a) Completeness, internal consistency, and accessibility of deliverables;
- (b) Evidence based recommendations that reflect engagement inputs and City direction.
- (c) Phase 1 acceptance: high-quality Current State and Future Needs Report.
- (d) Phase 2 acceptance: feasible Preferred Master Plan and Concept Design; robust Class 5 estimates with clear assumptions; actionable phasing/implementation roadmap.

D4.9 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (c) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D4.10 The funds available for this Contract are \$300,000.00

D5. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D5.1 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.

D5.1.1 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.

D5.1.2 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.

D6. SUPPLIER CODE OF CONDUCT

D6.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>

D6.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

D6.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D7. UNFAIR LABOUR PRACTICES

- D7.1 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.
- D7.2 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.
- D7.3 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.).
- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C14.
- D7.5 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.
- D7.5.1 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.
- D7.5.2 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 D7.5. 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

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. SAFE WORK PLAN

- D9.1 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.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D10. INSURANCE

- D10.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D10.2 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.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$500,000 . per claim and \$1,000,000 in the aggregate.
- D10.2.1 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.
- D10.3 The policies required in D11.2(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.
- D10.4 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 D11.2(a) and D11.2(b).
- D10.5 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 D11.2(a) and D11.2(c).

- D10.6 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 D11.9.
- D10.7 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.
- D10.8 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.
- D10.9 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.

SCHEDULE OF SERVICES

D11. COMMENCEMENT

- D11.1 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.
- D11.2 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 D8;
 - (ii) the Safe Work Plan specified in D9; and
 - (iii) evidence of the insurance specified in D10.
 - (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 D17.1
- D11.3 The City intends to award this Contract by May 1st, 2026.

D12. CRITICAL STAGES

- D12.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Q2 2026 — Project Kick-off and Study Commences - Submit Phase 1 Work Plan + Phase 1 Engagement Plan
Mobilization package confirming scope, cadence, decision gates, risks, and engagement approach.
 - (b) Late Q3–Q4 2026 — Submit Phase 1 - Community Needs Assessment and Forecasting - “Current State & Future Needs” Report + Deck.
Phase 1 consolidated report package to enable City acceptance and decision on Phase 2 authorization.
 - (c) Q4 2026–Q1 2027 — Submit Phase 2- Feasibility and Concept Design - Work Plan (Updated)
 - (d) June 5th, 2027 — Submit Phase 2 - Feasibility and Concept Design - Preferred Concept + Costing + Final Report Package

D13. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D13.1 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.
- D13.2 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.
- D13.3 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.
- D13.4 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 D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D13.6 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.

D14. PUBLIC ENGAGEMENT

- D14.1 The Proponent shall work collaboratively with the Office of Public Engagement and shall reflect the principles and requirements in the Council approved [Engage Winnipeg Policy](#).
- D14.2 The Proponent shall host three (3) engagement meetings with the project team, including the project manager, a representative from the Office of Public Engagement, other representatives as required by the project manager:
- (a) Before the start of Round 1 engagement
 - (b) Before the start of Round 2 engagement
 - (c) Before the start of Round 3 engagement
- D14.3 The Proponent shall use City templates, where available, and branding for developing engagement materials
- D14.4 All engagement materials shall be produced in plain language (grade 8 reading level or lower) so they are easy for the public to understand and should avoid technical terms or jargon whenever possible. All engagement materials shall be reviewed for correct spelling, punctuation, and grammar before submission to the City.
- D14.5 The review of engagement materials and advance notice engagement events require time. The Proponent shall ensure adequate time is accounted for in the Project schedule.
- D14.5.1 All public-facing materials must be posted online and invitations must be sent two (2) weeks prior to an engagement event.
- D14.5.2 The anticipated review period for engagement materials will be minimum four (4) weeks prior to posting and sending.
- D14.5.3 Printing and mailing time shall be accounted for in the schedule, if applicable.

- D14.6 Engagement events or activities shall not be planned for the months of July, August and the last three weeks of December.
- D14.7 A detailed event plan and agenda are required for all events (in-person and virtual). If virtual events area planned, a practice session shall be scheduled in advance of a virtual event with enough time to allow for adjustments to the plan and resolution of any technical issues.
- D14.8 The City will cover expenses for engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying, subject to prior approval of costs by the Consulting Contract Administrator. Wherever possible, City facilities will be used to host public events.
- D14.9 Wherever possible, City facilities shall be used to host in-person engagement events. If virtual events are used to compliment in-person events, virtual events will be held using the Proponent's software.
- D14.10 The Proponent shall digitize all information gathered at engagement events in accessible, machine-readable format and shall compile the results using a consistent and systematic process for both qualitative and quantitative data.

Measurement and Payment

D15. INVOICES

- D15.1 Further to C11, Consultant:
- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
 - (b) should copy the Consulting Contract Administrator on submission of its invoice.

D16. PAYMENT

- D16.1 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.

DISPUTE RESOLUTION

D17. DISPUTE RESOLUTION

- D17.1 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 D18.
- D17.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D17.3 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 Purchasing 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.
- D17.4 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.

- D17.4.1 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.
- D17.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D17.4.3 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.
- D17.4.4 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 D18.4.3, 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

D18. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D18.1 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.
- D18.2 Further to D19.1, in the event that the obligations in D19 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.
- D18.3 For the purposes of D19:
 - (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.
- D18.4 Modified Insurance Requirements
 - D18.4.1 If not already required under the insurance requirements identified in D11, 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.

- D18.4.2 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.
- D18.4.3 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.
- D18.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D18.5 Indemnification By Consultant
- D18.5.1 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.
- D18.5.2 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;
- D18.5.3 in relation to this Contract or the Work.
- D18.6 Records Retention and Audits
- D18.6.1 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.
- D18.6.2 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 D19.6.1 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.

D18.7 Other Obligations

- D18.7.1 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.
- D18.7.2 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.
- D18.7.3 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.
- D18.7.4 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.
- D18.7.5 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.
- D18.7.6 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.

APPENDIX A – CLASS OF ESTIMATES

