



THE CITY OF WINNIPEG

EXPRESSION OF INTEREST

EOI NO. 153-2020

TRANSIT NORTH GARAGE REPLACEMENT SITE

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PART B - REQUEST FOR EXPRESSION OF INTEREST

B1. DEFINITIONS

B1.1 When used in this Expression of Interest:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Calendar Day**" means the period from one midnight to the following midnight;
- (c) "**City**" means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (d) "**City Contact**" means the City's representative throughout the duration of the Expression of Interest who has the authority to act on behalf of the City to the extent expressly provided for in this Expression of Interest.
- (e) "**City Council**" means the Council of the City of Winnipeg;
- (f) "**may**" indicates an allowable action or feature which will not be evaluated;
- (g) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (h) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (i) "**Respondent**" means any Person or consortium submitting an EOI Submission in response to this Expression of Interest;
- (j) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (k) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (l) "**Submission or Information Submission**" means that portion of the Expression of Interest which must be completed or provided and submitted by the Submission Deadline;
- (m) "**Submission Deadline**" means the time and date for final receipt of Submissions.

B2. BACKGROUND

B2.1 On December 14, 2016, Council approved a report submitted by Transit titled Expansion of Transit Vehicle Overhaul and Maintenance Facilities authorizing the project to be included in the 2017 capital budget.

B2.2 The report identified that Transit's operations are housed at three primary locations in a total of four buildings as follows:

- (a) The Fort Rouge Garage ("FRG"), located at 421 Osborne Street consists of two major buildings totaling 480,000 sq. ft. These buildings were constructed in 1968 with a bus parking addition constructed in 1978. FRG houses Transit's primary administrative offices, vehicle overhaul and maintenance facilities, bus parking and daily servicing facilities, support facilities and has a parking capacity for 420 buses.
- (b) Brandon Garage ("BG") is located at 600 Brandon Avenue and is adjacent to FRG, is 135,000 sq. ft. in size and was constructed in 2014. BG is a parking and servicing facility with dispatch offices and has a capacity of 153 buses.
- (c) North Garage ("NG"), located at 1520 Main Street, is 100,000 sq. ft. in size and was constructed in two stages, between the late 1930s and the mid-1950s. The NG is a parking, servicing, and light maintenance garage with dispatch offices and has a capacity of 135 buses.

- B2.3 A 2009 external consulting report concluded that the facilities were being operated at capacity and that space deficiencies existed in bus parking, bus maintenance and operations support areas. It further concluded that substantial facility upgrades and updates were required at FRG and NG to ensure continued long term operation and to meet projected service growth requirements. As partial response to this report, the BG facility was constructed and increased bus storage capacity until the replacement of NG could occur.
- B2.4 In 2015, a second external study was completed examining the replacement options for NG with the view to increase the long-term capacity to store and maintain a bus fleet of 750 buses.
- B2.5 On January 8, 2019, Standing Policy Committee on Infrastructure Renewal and Public Works approved a report titled, Outline of Steps Toward the Large Scale Deployment of Electric Buses, and the creation of a detailed study to provide Class 3 cost estimates for the purchase of 12-20 battery-electric buses and associated charging infrastructure be referred to the 2019 Budget.
- B2.6 The report identified that the establishment of a test fleet of 12-20 battery-electric buses will allow for some key things to occur in anticipation of a wider adoption of electric buses including construction of a Maintenance and Storage facility for a larger electric bus fleet.
- B2.7 The test would also allow Winnipeg Transit to become more familiar with the operation, maintenance, and planning required for electric buses and allow for plans to be finalized for the replacement of North Garage. The proposed garage is currently being designed and costed as part of the Eastern Corridor Study.
- B2.8 On November 27, 2019, the City released the Winnipeg Infrastructure Plan outlining 10-year capital investment priorities and detailed plans prioritizing 45 proposed capital projects valued at \$5 million or greater. The Infrastructure Plan presents a prioritized listing of capital investments that represent the most value to the City based on the cost benefit points ratio. The replacement of the North Transit Garage ranked as the City's 7th highest priority.
- B2.9 Transit Department needs will be addressed through construction of the new North Garage. The new garage will be designed and constructed in three phases to allow for future building expansion (Site Plans attached as Appendix A).
- B2.10 The new North Garage will replace the existing garage located at 1520 Main Street, as the existing garage does not meet the current needs of Transit and the building itself is not adequately located to handle growth in the North end of the City.
- B2.11 The City of Winnipeg has conducted due diligence of municipally-owned land that may be suitable for development of a new Transit Service North District Garage Site; however, the City is now desirous of receiving proposals from private land owners, detailing their options for suitable developable sites.

B3. PURPOSE OF THE EXPRESSION OF INTEREST DOCUMENT

- B3.1 The purpose of this Expression of Interest (EOI) is to identify experienced and capable Respondents to provide suitable vacant site locations for lease or sale for the proposed project.
- B3.2 The City invites qualified individuals to submit an Information Submission in response to this EOI.
- B3.3 After receiving the Submissions to this EOI, the City will review all Submissions received and use the information to make an informed decision which may proceed to a Request for Qualification and/or Request for Proposal, and further in the development of specifications.

B4. SCHEDULE

- B4.1 The City intends to:
- (a) review the Information Submissions of Respondent's property by May 15th, 2020;

B4.2 Details on the RFQ/RFP schedule may be provided to the Respondents at the completion of the EOI stage, if applicable.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the City Contact identified in B6.

B5.2 Any Respondent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the City Contact.

B5.3 If the Respondent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Respondent shall promptly notify the City Contact of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B5.4 If the Respondent is unsure of the meaning or intent of any provision therein, the Respondent should request clarification as to the meaning or intent prior to the Submission Deadline.

B5.5 Responses to enquiries which, in the sole judgment of the City Contact, require a correction to or a clarification of the EOI will be provided by the City Contact to all Respondents by issuing an addendum.

B5.6 Responses to enquiries which, in the sole judgment of the City Contact, do not require a correction to or a clarification of the EOI will be provided by the City Contact only to the Respondent who made the enquiry.

B5.7 The Respondent shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the City Contact in writing.

B5.8 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B6. CITY CONTACT

B6.1 The City Contact is:
Leah Furedi
Senior Negotiator
Telephone No. 204-986-4127
Email: lfuredi@winnipeg.ca

B7. ADDENDA

B7.1 The City Contact may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the EOI, or clarifying the meaning or intent of any provision therein.

B7.2 The City Contact will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B7.3 Addenda will be available on the MERX website at www.merx.com.

B7.3.1 The Respondent is responsible for ensuring that he/she has 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.

B7.4 The Respondent should acknowledge receipt of each addendum on Form A: Expression of Interest Application.

B8. CONFLICT OF INTEREST AND GOOD FAITH

B8.1 Respondents must not include among their team, any business entity or individual who is, or is associated with, in any way, any consultant retained by the City in relation to the Project, including but not limited to consultants providing engineering, architectural, legal, process, finance or financial capacity advice or any Person likely to create a conflict of interest or a perception of conflict of interest.

B8.2 If a Respondent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Respondent should fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

B8.3 The Respondent declares that in submitting its response to this EOI, it does so in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect, as a result of the Respondents participation in this Project.

B8.4 Failure to comply with this provision may result in disqualification of your Submission from the EOI process or, if the City becomes aware of your breach of this provision after the EOI has been issued, disqualification from the subsequent procurement process.

B9. CONFIDENTIALITY

B9.1 Information provided to a Respondent by the City or acquired by a Respondent 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 Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

B9.2 The Respondent shall not make any statement of fact or opinion regarding any aspect of the EOI to the media or any member of the public without the prior written authorization of the City Contact.

B10. NON-DISCLOSURE

B10.1 Respondents must not disclose any details pertaining to their EOI in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Respondents shall not issue a news release or other public announcement pertaining to details of their Information Submission without the prior written approval of the City.

B10.2 Respondents are advised that an attempt on the part of any Respondent or any of its employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the City Contact with respect to this EOI solicitation, may lead to disqualification in any subsequent procurement process.

B11. RESPONDENT'S COSTS AND EXPENSES

B11.1 Respondents are solely responsible for their own costs and expenses in preparing and submitting an Information Submission and participating in the EOI, including the provision of any additional information or attendance at meetings or demonstrations of the product(s).

B12. NEGOTIATIONS

B12.1 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.

B12.2 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.

B12.3 If, in the course of negotiations pursuant to B12.2, 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.

B13. NO CONTRACT

B13.1 By submitting an Information Submission and participating in the process as outlined in this document, Respondents expressly agree that no contract of any kind is formed under, or arises from this EOI, and that no legal obligations will arise. The City will have no obligation to enter into negotiations or a Contract with a Respondent.

B13.2 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this EOI at any time.

SUBMISSION INSTRUCTIONS

B14. SUBMISSION DEADLINE

B14.1 The Submission Deadline is 12:00 noon. Winnipeg time, May 8th, 2020.

B14.2 The City Contact 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 B14.1.

B14.3 The Information Submission shall be submitted electronically through MERX.

B14.3.1 Information Submissions will **only** be accepted electronically through MERX.

B14.4 Any cost or expense incurred by the Respondent that is associated with the preparation of the Information Submission shall be borne solely by the Respondent.

B15. OPENING OF SUBMISSION AND RELEASE OF INFORMATION

B15.1 Information Submissions will not be opened publicly.

B16. INFORMATION SUBMISSION

B16.1 The Information Submission should consist of the following components:

- (a) Form A: Expression of Interest Application (Section A);
- (b) Map, Address and Location of Subject Site;

- (c) Certificate(s) of Title;
 - (d) Details of any Easements, Encroachments, Encumbrances, or any other matter(s) affecting title to the Subject Site, if applicable;
 - (e) Details of any existing services (water, waste, electricity, natural gas, etc.), if applicable;
 - (f) Legal Survey, if available; and
 - (g) The offering (sale) price or (lease) price, financial terms, available possession, and any other relevant terms or assumptions.
- B16.2 All requirements of the EOI should be fully completed or provided, and submitted by the Respondent no later than the Submission Deadline, with all required entries made clearly and completely.
- B16.3 All Submissions received in response to this EOI will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- B16.4 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- B16.5 The Respondent is advised any information contained in any 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).
- B16.5.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Respondent 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. FORM A: EXPRESSION OF INTEREST APPLICATION (SECTION A)**
- B17.1 Further to B16.1(a), the Respondent should complete Form A: Expression of Interest Application, making all required entries.
- B17.2 Paragraph 2 of Form A: Expression of Interest Application shall be completed in accordance with the following requirements:
- (a) if the Respondent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Respondent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Respondent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Respondent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B17.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B17.2.
- B17.3 In Paragraph 3 of Form A: Expression of Interest Application, the Respondent shall identify a contact person who is authorized to represent the Respondent for purposes of this EOI.
- B17.4 Paragraph 6 of Form A: Expression of Interest Application should be signed in accordance with the following requirements:
- (a) if the Respondent is sole proprietor carrying of business in his/her own name, it shall be signed by the Respondent;
 - (b) if the Respondent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

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

B17.5 The name and official capacity of all individuals signing Form A: Expression of Interest Application should be entered below such signatures.

B17.6 If a Submission is submitted jointly by two or more persons, the word "Respondent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Respondents in the Submission, shall be both jointly and several.

B18. PRODUCT FUNCTIONALITY, SPECIFICATIONS, FEATURES, AND TECHNICAL DETAILS (SECTION B)

B18.1 The Property ("Subject Site") Location shall be as follows:

- (a) Located within the Winnipeg Transit North Garage Geographical Location Limits. This area is defined in Drawing 2 – Winnipeg Transit North Garage Geographical Location Limits, by a green hatched line that provides the radius parameters for consideration, and which require the Subject Site be located approximately 8.0 kilometers from Portage Avenue and Main Street. The limits of consideration extend to Lagimodiere Boulevard on the East, and North of the Assiniboine River/CN mainline on the South; and
- (b) Located on or within two-hundred fifty (250) meters of a major transit corridor:
 - (i) More specifically, the Subject Site needs to be as close to the Primary Network (as defined in Drawing 1– the proposed Winnipeg Transit Master Plan) as possible.

B18.1.1 Notwithstanding B18.1 former landfill sites are excluded from consideration.

B18.2 The Subject Site size should be greater than ten (10) acres to a maximum of (thirty-two point three) 32.3 acres of contiguous useable area to allow for future expansion. The ideal size is fourteen (14) to eighteen (18) acres.

B18.3 The Subject Site should have the following accessibility and visibility components:

- (a) Located on or within two-hundred fifty (250) meters of a corridor which, in the opinion of Winnipeg Transit, is a major transit corridor (including, but not limited to portions of the "suggested corridors" outlined below:
 - (i) Have employee and transit vehicle access to the Site at a signalized intersection, or at a location where a signalized intersection can reasonably be constructed;
 - (ii) Be located along a corridor with protected or separated bicycle facilities; and
 - (iii) Be located along a corridor with sidewalks, or where sidewalks can reasonably be constructed.

B18.4 Access to the Subject Site shall not be restricted by:

- (a) At grade railway crossings, other than the designated exceptions identified in Drawing 2, and along a reasonably direct path between the Site and the following locations and intersections: Portage and Main, Kildonan Place Shopping Centre, Polo Park Shopping Centre, McPhillips and Leila, Henderson and Glenway, and Red River College Notre Dame Campus.

B18.4.1 Railways designated as exceptions include: The Central Manitoba Railway, CN Oak Point Sub, CP Winnipeg Beach Sub, Arborg Sub, and La Riviere Sub. Minor industrial spur lines may be considered exceptions and subject to a review of the operations and time blocked.

B18.4.2 Zoning of the Subject Site shall be:

- (a) Zoned Commercial (C) or Manufacturing (M), or be eligible for potential rezoning that is suitable for the proposed development upon the Subject Site. This would include Transit-Oriented Development (TOD) and all industrial zoning districts.

B18.4.3 All Proponents are encouraged to contact the Zoning and Permits Branch at 204-986-5140 if they require additional information.

B18.5 Servicing required of the Subject Site shall be as follows:

- (a) Underground servicing should have land drainage consideration; and
- (b) Allow for up to three hundred fifty (350) employees (exact number subject to further discussion). The Site itself does not need to be serviced if regional servicing is available nearby and can be connected to:
 - (i) Hydro requirements would be for a two-hundred twenty five (225) vehicle garage and would require a range of 10,000-12,500 kVA.

B19. APPLICABLE DRAWINGS

B19.1 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1	Winnipeg Transit Master Plan
2	Winnipeg Transit North Garage Geographical Location Limits