



**INVITATION FOR  
EXPRESSIONS OF INTEREST  
FOR THE EXPANSION OF THE  
WINNIPEG CONVENTION  
CENTRE AND  
COMPLEMENTARY  
DOWNTOWN DEVELOPMENT**

EOI NO. 072809

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**REQUEST FOR EXPRESSIONS OF INTEREST AND QUALIFICATIONS No. 072809  
FOR THE EXPANSION OF THE WINNIPEG CONVENTION CENTRE AND COMPLEMENTARY DOWNTOWN  
DEVELOPMENT**

**1. EXECUTIVE SUMMARY**

- 1.1 The Winnipeg Convention Centre (WCC) is requesting Expressions of Interest (EOI) from interested parties for potential expansion and development of the existing Site and surrounding sites (the Project).
- 1.2 WCC has received approval to proceed with the Project and may develop more detailed specifications for the Project considering the submissions to this EOI.

**2. BACKGROUND**

- 2.1 **The Winnipeg Convention Centre.** The Winnipeg Convention Centre is a municipally owned facility. Its governance is prescribed through legislation and overseen by a Board of 15 Directors, appointed by the City of Winnipeg, the Province of Manitoba, and the Board of Directors. The Convention Centre first opened in 1974 and has undergone numerous renovations since, and is considered in excellent condition. The facility consists of two levels of parkade, and three levels of conference and exhibition space, to a total square footage of 523,000. The annual operating subsidies are shared by the City and the Province equally.
- 2.2 In 2005, the Board of Directors retained PKF Consultants of Toronto, to conduct a market feasibility study for the purpose of expansion of the Winnipeg Convention Centre. The feasibility and marketing study revealed that, in view of the future changes in the market as it relates to supply and demand, an expansion is necessary. Further studies and analysis were conducted by McMahon Consulting, as well as BDO Dunwoody to further verify PKF's recommendation. The attached "conceptual drawings and proposals" are a result of these studies.
- 2.3 **Why the E.O.I.?** The proposed expansion is envisioned to be constructed across York Avenue, immediately to the south of the existing Convention Centre, on a provincially owned parking lot (2.1 acres). It is anticipated that the provincial government would make the land available for this Project as part of their share in the Project. The Board of Directors, through the E.O.I., would like to explore the possibilities for a private/public sector partnership. This partnership is not limited to the expanded convention centre facility only, however must include, at a minimum, the priorities of the WCC in accordance with Clause 7.1.

Project proposals that include the WCC's priorities, as well as commercial, residential, institutional and/or office space, destination attraction, etc., will be given priority as this Project will be seen as a major downtown redevelopment Project.

**3. WINNIPEG**

- 3.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.
- 3.2 The City of Winnipeg is the capital city of the Province of Manitoba with a population of over 650,000. Composed of a broad range of diverse neighbourhoods and communities with

numerous attractions (from arts and culture to sports and entertainment), Winnipeg is recognized as one of Canada's finest places to live, work and play.

#### **4. GENERAL PURPOSE**

4.1 The purpose of this EOI is to:

- (a) provide the WCC with indication of whether any potential Proponents or consortia of Proponents would be interested in a private sector/public sector Project for the purpose of creating a major downtown redevelopment Project to include the expansion of the Winnipeg Convention Centre;
- (b) provide the WCC with general information related to the level of interest and creativity in proposing a private sector/public sector partnership arrangement;
- (c) provide options for an agreement;
- (d) allow the WCC to gauge the level of interest among prospective Proponents in pursuing such a Project and will provide the WCC with information necessary to further develop the specifications should a decision be made to move forward into a more formal request for proposals or proceed to direct negotiations with one or more Proponents for the Project.

4.1.1 This information will assist the WCC in its decision-making process with respect to the Project.

#### **5. BUSINESS OPPORTUNITY**

5.1 The Project will provide the following business opportunities to Proponents:

- (a) Access to patrons of the Winnipeg Convention Centre, approximately 450,000 visitors per year;
- (b) Potential residential, commercial, office, retail, etc., revenues;
- (c) Potential for flexibility in arrangements with the existing tenants;
- (d) Land - approximately 2.1 acres; \*

\* *Pending Province of Manitoba legislative approval and City of Winnipeg Council approval*

#### **6. PROPONENTS' CONFERENCE**

6.1 The WCC will hold a Proponents' Conference in the offices of the Winnipeg Convention Centre on Thursday, August 20, 2009 at 9:00 a.m..

6.2 The Proponent is advised that, at the Proponents' Conference, Proponents will have an opportunity to ask questions and receive clarifications regarding the Project.

6.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' Conference unless that information or interpretation is provided by the WCC Representative in writing.

6.4 Further to 6.1, the WCC Representative or an authorized representative will conduct a Site tour for Proponents from 9:00 a.m. to 12:00 p.m. on Thursday, August 20, 2009 to provide Proponents access to the Site.

6.5 Proponents wishing to attend the Proponents' Conference and/or Site tour should confirm their intention before Monday, August 17, 2009 to the WCC Representative.

6.6 Proponents wishing to view the Site at any other time may contact the WCC Representative to make an appointment.

## **7. GENERAL REQUIREMENTS**

7.1 Provisions of the new development must include:

- (a) Meeting and exhibition space of approximately 80,000 sq. ft.;
- (b) Parking (minimum of 500 – 600 stalls);
- (c) 250 – 300 Room Hotel.

7.2 The Proponent may also include provision for:

- (a) Residential property;
- (b) Commercial property;
- (c) Retail property;
- (d) Restaurant property;
- (e) Institutional property;
- (f) Community based entertainment/recreational development; and,
- (g) Destination attraction.

7.2.1 Proponents should clearly identify which of these components are included in their EOI Submission.

## **8. BUILDING FUNCTIONALITY**

8.1 In developing the response to this request for EOI, Proponents should consider the following aspects of building functionality:

Consistent with WCC Expansion Plan 2008, attached as Appendix E, the facility should incorporate principles of universal design, should reflect environmentally-friendly practices in construction, and should promote energy-efficiency in its operations, to a level of LEED Certification.

## **9. SITE DEVELOPMENT**

9.1 The proposed site is located within the “Multiple-Use Sector” under the Downtown Winnipeg Zoning By-Law No. 100/2004. The proposed development as described within the EOI are “Permitted Uses”. It should be noted that final design is subject to an Urban Design Review. Additional approvals may be required based on building height and set backs under the zoning by-law which can be found at:

<http://winnipeg.ca/CLKDMIS/DocExt/ViewDoc.asp?DocumentTypeId=1&DocId=1770>

9.2 Proponents are invited to submit proposals for more than one design of building and surrounding area.

## **10. FACILITY MANAGEMENT**

10.1 The EOI Submission should allow the WCC to have free access to and management of all meeting/exhibition space. To facilitate this development, the WCC is willing to explore alternative financing and ownership arrangements. Proponents should outline the broad, general terms of such a proposal in the EOI Submission.

## **11. APPENDICES**

11.1 For the information and convenience of Proponents, the WCC has prepared a preliminary concept for informational purposes only, as provided in the following documents:

- (a) conceptual drawings and floor plans;
- (b) aerial map of the current WCC and surrounding area;
- (c) map of 370 York Avenue, Winnipeg, Manitoba;
- (d) map of downtown area bordered by St. Mary Avenue, Kennedy Street, Broadway, and Hargrave Street;
- (e) conceptual business case.

It is the intent of the WCC to explore alternative financing and ownership arrangements to this preliminary concept document.

## 12. SUBMISSION REQUIREMENTS

12.1 The EOI Submission should include:

- (a) Evidence of all Proponents to the submission including a description of the proposed team members and team organizational structure, including principal-in-charge;
- (b) The name and contact information (address, phone, fax, and email) of the individual who will act as the Proponent's principal contact throughout the EOI process.
- (c) Expertise of the members of the Proponent's Team;
- (d) Experience of the members of the Proponent's Team;
- (e) A description of the proposed development of the WCC and surrounding area;
- (f) A concept of the proposed development of the WCC and surrounding area; and
- (g) Conceptual agreement with the WCC relative to financing structure of the development.

12.2 The Proponent should submit one (1) unbound original and five (5) copies of the EOI Submission in 8.5" x 11" format with the Proponent's name and contact information and "EOI No. 072809, Expansion of the Winnipeg Convention Centre and Complementary Downtown Development" clearly visible on the front cover of the Submission.

12.3 The WCC may request that the Proponent clarify any portion of its EOI Submission. Responses to such requests shall be in writing and shall become part of the EOI Submission

## 13. SUBMISSION

13.1 Interested parties should submit their EOI Submission in a sealed envelope clearly marked "EOI No. 072809, Expansion of the Winnipeg Convention Centre and Complementary Downtown Development" to:

The Winnipeg Convention Centre  
375 York Avenue  
Winnipeg MB  
R3C 3J3

13.2 EOI Submissions should be received by:

**4:00, p.m. Winnipeg time, September 18, 2009**

## 14. ANTICIPATED PROCESS

14.1 The Task Force for the Expansion of the WCC will prepare and submit a report to the Expansion Committee and Board of Directors of the Convention Centre Corporation for its review and further direction. Should a decision be made to proceed with the Project, WCC may request proposals or proceed to direct negotiations with one or more of the Proponents.

- 14.2 Notwithstanding any other section of the EOI, the WCC may, in its sole discretion, at any time by written notice, terminate the EOI or elect not to proceed with the Project and by written notice, terminate the Project process. After termination as described above, WCC will be under no obligation to any Proponent

## **15. OWNERSHIP OF SUBMISSIONS**

- 15.1 The WCC will be entitled to retain all submissions in response to this request for EOI without pay or compensation. However, the site plan (if provided), floor plan, exterior perspective, and other information provided as part of the design concept will be used for evaluation purposes only. Proponents are advised that the WCC is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) and that any documents or other records provided to the WCC may, by law, be subject to disclosure.

## **16. ADDENDA**

- 16.1 The WCC reserves the right to alter any of the conditions and criteria outlined in this EOI, including the deadline for submissions, by posting addenda on the Winnipeg Convention Centre Website at:

<http://www.wcc.mb.ca/expandingforsuccess.php>

or on MERX website at:

<http://www.merx.com/>

- 16.2 It is the responsibility of the Proponent to check the website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

## **17. CONFLICT OF INTEREST AND GOOD FAITH**

- 17.1 If a Proponent 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 WCC could arrive at a different conclusion, the Proponent should fully disclose the circumstances to the WCC at the earliest possible date, and request that the WCC 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.
- 17.2 The Proponent 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 the WCC Board or any officer or employee of the WCC would gain any pecuniary interest, direct or indirect, as a result of the Proponents participation in this Project.
- 17.3 Failure to comply with this provision may result in disqualification of your Submission from the EOI process or, if the WCC becomes aware of your breach of this provision after proposals have been requested, or direct negotiations resume, disqualification from the entire process.

## **18. CONFIDENTIALITY AND PRIVACY**

- 18.1 Information provided to a Proponent by the WCC 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 WCC. The Proponent shall not make any statement of fact or opinion regarding any aspect of the EOI and any subsequent proposal to the media or any member of the public without the prior written authorization of the WCC.

- 18.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the WCC is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Proponent will be expected to comply with the obligations imposed upon the WCC pursuant to FIPPA.
- 18.3 To the extent permitted, the WCC shall treat all Submissions as confidential. However, the Proponent is advised that any information contained in any Submission may be released if required by WCC policy or procedures, by FIPPA, by other authorities having jurisdiction, or by law.
- 18.4 All EOI Submissions submitted to the WCC will be kept in confidence with the WCC for the sole purposes of evaluating and developing the best possible strategic option for the WCC. EOI Submissions will become the property of the WCC. The WCC will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.
- 18.5 All information will become and remain the property of the WCC; none will be returned. If the application contains any proprietary or trade secret information, said information must be indicated as such.

**19. NON-DISCLOSURE**

- 19.1 Proponents must not disclose any details pertaining to their EOI and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the WCC. Proponents shall not issue a news release or other public announcement pertaining to details of their EOI Submission or the selection process without the prior written approval of the WCC.
- 19.2 Proponents are advised that an attempt on the part of any Proponent or any of its employees, agents, contractors or representatives to contact any members of the WCC Board or their staff or any member of WCC Administration other than the WCC Representative with respect to this EOI solicitation, may lead to disqualification.

**20. NO COLLUSION**

- 20.1 Upon making a Submission to this EOI, each Proponent shall declare that they have not participated in any collusive scheme or combine.
- 20.2 Proponents must ensure that their participation in this EOI is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this EOI. Breach of this provision may result in disqualification from the EOI process or, if the WCC becomes aware of your breach of this provision after proposals have been requested, or direct negotiations resume, disqualification from the entire process.

**21. NO LOBBYING**

- 21.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this EOI process is strictly prohibited. Failure to comply with this provision may result in disqualification from the EOI process or, if the WCC becomes aware of your breach of this provision after proposals have been requested, or direct negotiations resume, disqualification from the entire process.

## 22. NO CONTRACT

- 22.1 This is an inquiry only. By submitting an EOI Submission and participating in the process as outlined in this EOI, Proponents expressly agree that no contract of any kind is formed under, or arises from this EOI and that no legal obligations will arise.
- 22.2 The WCC will have no obligation to enter into negotiations with any Proponent.
- 22.3 Without limiting the generality of the foregoing, the WCC reserves the right and the full power to amend or cancel this EOI or the Project at any time.
- 22.4 If the WCC proceeds to request a more detailed proposal, the WCC will have no obligation to award a Contract where in the judgment of the WCC, the interests of the WCC would best be served by not entering into a Contract.

## 23. PROPONENT'S COSTS AND EXPENSES

- 23.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting an EOI Submission and participating in the request for EOI including the provision of any additional information or attendance at meetings.

## 24. ENQUIRIES

All enquiries should be directed to the Winnipeg Convention Centre Representative:

**Mr. Klaus Lahr, President & C.E.O.**

Winnipeg Convention Centre  
375 York Avenue  
Winnipeg, Manitoba CANADA R3C 3J3

Tel: (204) 957-4501  
Fax: (204) 943-0310  
Email: [klausl@wcc.mb.ca](mailto:klausl@wcc.mb.ca)

## 25. DEFINITIONS

- 25.1 When used in this EOI:
- (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) "**Winnipeg Convention Centre Representative**" or "**WCC Representative**" means the person authorized to represent the Winnipeg Convention Centre in respect of the EOI unless otherwise specified hereinafter;
  - (d) "**may**" indicates an allowable action or feature which will not be evaluated;
  - (e) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
  - (f) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
  - (g) "**Proponent**" means any Person or consortium submitting an EOI Submission in response to this request;
  - (h) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;

- (i) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (j) "**Submission**" means that portion of the EOI which must be completed or provided and submitted by the Submission Deadline;
- (k) "**Submission Deadline**" means the time and date for final receipt of Submissions;
- (l) "**Work**" or "**Works**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the contract and, without limiting the generality of the foregoing, includes the furnishing of all plant, material, labour and services necessary for or incidental to the fulfilment of the requirements of the contract, including all changes in Work which may be ordered as herein provided.