

PART B

BIDDING PROCEDURES

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

- B1.1 THE DEVELOPMENT AND OPERATION OF THE PLAZA SPACE, LOCATED ON THE ESPLANADE RIEL PEDESTRIAN BRIDGE, FOR SPECIALTY RETAIL, FOOD SERVICES, TOURISM OR OTHER INNOVATIVE PURPOSES

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 10, 2005.
- B2.2 Proposal Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE MEETING

- B3.1 Further to C4.1, the Contract Administrator or an authorized representative will be available at the Site located in the centre of the Esplanade Riel Pedestrian Bridge spanning the Red River between Waterfront Drive and Tache Avenue, to provide Bidders access to the Site as follows:
- (a) November 22, 2004 between 9:00 a.m. - 11:00 a.m.
- B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. BIDDERS' CONFERENCE

- B4.1 Further to C4.1, the Contract Administrator will hold a Bidders' Conference at City of Winnipeg, Materials Management Branch, Main Floor, 185 King Street, at 2:00 p.m. on November 22, 2004.
- B4.2 The Bidder is advised that, at the Bidders' Conference, Bidders may ask questions regarding the Request for Proposal.
- B4.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' Conference unless that information or interpretation is provided by the Contract Administrator in writing.

B5. ENQUIRIES

- B5.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.
- B5.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B5.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B5.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

B6.1 Information provided to a Bidder by the City or acquired by a Bidder 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.

B6.2 The Bidder 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 Contract Administrator.

B7. ADDENDA

B7.1 The 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.

B7.2 The Contract Administrator will issue each addendum at least three (3) Business Days prior to the Submission Deadline, or provide at least three (3) Business Days by extending the Submission Deadline.

B7.2.1 Addenda will be available in Adobe Acrobat (pdf) format on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B7.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda shortly before submitting his Proposal.

B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B8. PROPOSAL SUBMISSION

B8.1 The Proposal Submission consists of the following components:

- (a) Form A: Proposal;
- (b) Form B: Proposed Rent and Interior Improvements;
- (c) A list of the Principals for the Bidder's entity;
- (d) A Business Plan.

B8.2 All components of the Proposal Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Proposal.

B8.3 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B8.3.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the

RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.

B8.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.5 Proposal Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. PROPOSAL

B9.1 The Bidder shall complete Form A: Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder 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 Bidder is carrying on business under a name other than his 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.

B9.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal Submission and the Contract, when awarded, shall be both joint and several.

B10. PROPOSED RENT AND INTERIOR IMPROVEMENTS

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Proposed Rent and Interior Improvements.

B10.1.1 Prices on Form B: Prices 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.

B11. QUALIFICATION

B11.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B11.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. PRINCIPALS FOR THE BIDDER'S ENTITY

B12.1 The Bidder shall provide, in his Proposal Submission:

- (a) A list of the Principals for the Bidder's entity, indicating directors, officers, shareholders, partners, investors, key employees.

B13. PROPOSED BUSINESS PLAN

B13.1 The Bidder shall provide, in his Proposal Submission:

- (a) A business plan, which should include, but not be limited to the following:

- (i) A description of how the Idea will meet the Esplanade Riel Pedestrian Bridge and Plaza objectives;
- (ii) A clear detailed description of the Idea for goods and/or services;
- (iii) Anticipated customers/clientele;
- (iv) How you propose to market the Idea;
- (v) How your Idea fits or adds to the existing businesses in the area;
- (vi) What are the proposed hours of operation, support staff and subcontractors proposed to perform the Work;
- (vii) The general operating conditions, which shall include specifics regarding seasonal operations, if any; staffing complement; statements about the care, cleaning and maintenance of the Plaza;
- (viii) A description of the proposed arrangements for deliveries of merchandise and supplies to the Plaza;
- (ix) A detailed description and proposed layout for the development and finishing of the interior space and estimated costs (see **E2.3**);
- (x) An outline of how the interior improvements will be financed;
- (xi) A set of projected financial statements and accompanying support data for the first five (5) years;
- (xii) A set of financial statements for the past three (3) years, for the Bidder's Entity;
- (xiii) Proposed dates for the commencement and completion of the construction of the interior improvements;
- (xiv) Proposed Date of Opening for the business.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B14.1 Proposal Submissions will not be opened publicly.
- B14.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, or by other authorities having jurisdiction.

B15. IRREVOCABLE OFFER

- B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

- B16.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
 - B16.1.1 Notwithstanding C19.7, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
- (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the City considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B17. INTERVIEWS

B17.1 The Contract Administrator may, at his/her sole discretion, interview Bidders during the evaluation process.

B18. NEGOTIATIONS

B18.1 This is an invitation for proposals and not a tender call.

B18.2 The City reserves the right to negotiate details of the Contract with Bidders.

B18.3 The Bidder is advised to present his/her best offer, not a starting point for negotiations in his/her Proposal submission. The City will only negotiate with the Bidder submitting, in the City's opinion, the most advantageous proposal. If those negotiations are unsuccessful, the City may, in its sole discretion, negotiate with the Bidder submitting the next most advantageous offer.

B18.4 If, in the course of negotiations pursuant to B18.3 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal pass/fail;
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 pass/fail;
- (c) idea 300 points;
- (d) services criteria 300 points;
- (e) financial criteria 600 points;
- (f) operational logistics 175 points.

B19.2 Further to B19.1(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 if the interests of the City so require.

- B19.3** Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified. Does the Bidder have experience in creating and operating a project of this nature?
- B19.4** Further to B19.1(c), the Idea will be evaluated as follows:
- (a) Compatibility with Esplanade Riel Pedestrian Bridge Objectives:
 - (i) How does the Idea fit or add to the existing businesses in the area?
 - (ii) Will it improve/enhance the connection between Downtown venues and the St. Boniface Community?
 - (iii) Will the proposal increase source and destination traffic?
 - (b) Compatibility with Plaza Objectives:
 - (i) Is the Idea unique?
 - (ii) Is the Idea adaptable for different seasonal requirements?
 - (iii) Does the Proposal meet existing zoning and design requirements?
- B19.5** Further to B19.1(d), the services criteria will be evaluated as follows:
- (a) Does the Idea maximize the goods and/or services opportunity/location on the Esplanade Riel Pedestrian Bridge?
 - (i) Does the Idea for goods and/or services accommodate seasonality?
 - (ii) Does the Idea utilize the location's aesthetic qualities to their full potential?
 - (iii) Do the market and price points associated with the Idea target the general public or is it exclusive?
 - (iv) Does the Idea include the provision of bilingual service/ products?
- B19.6** Further to B19.1(e), the financial criteria will be evaluated as follows:
- (a) Financial Considerations/Business Plan:
 - (i) Is it likely that the Proposal will be successful?
 - (ii) Did the Bidder clearly indicate how the projected sales will be generated within the market?
 - (iii) How do the projected financial statements compare to Industry Standards for the proposed goods and/or services?
 - (iv) What is the financial capacity of the bidder relative to the proposal?
 - (b) Financial Terms:
 - (i) What are the financial terms of the Proposal?
 - (ii) What is the financial benefit to the City?
 - (iii) What are the City's financial obligations, including investment, if any, in interior improvements?
 - (iv) What is the estimated value of the interior improvements?
- B19.7** Further to B19.1(f), the operational logistics will be evaluated as follows:
- (a) Operational Logistics Category:
 - (i) Access - How does the Bidder plan to provide access for goods and/or services patrons and deliveries to the Plaza Space?
 - (ii) Is the availability of parking consistent with the proposal requirements?

B19.8 Notwithstanding B8, B11, B12, and B13 where the Bidder fails to submit the required information, the Proposal will be evaluated with a zero (0) rating applied to that category or item.

B20. AWARD OF CONTRACT

B20.1 The Award Authority will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.

B20.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B20.2.1 Without limiting the generality of B20.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received;
- (e) the financial risk associated with the proposal is determined to be unacceptable by the City in its sole discretion; or
- (f) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B20.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.