

**PART B**

**BIDDING PROCEDURES**

## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 THE DEVELOPMENT AND OPERATION OF A FOOD SERVICE FACILITY WITHIN THE PLAZA ON THE ESPLANADE RIEL – PEDESTRIAN WALKING BRIDGE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 2, 2004.

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 INVESTIGATION**

B3.1 Further to GC.2.01, the Contract Administrator or an authorized representative will be available at the Site located in the centre of the Esplanade Riel Bridge (Pedestrian Walking Bridge) spanning the Red River between Waterfront Drive and Tache Avenue, to provide Bidders access to the Site, as follows:

(a) May 17, 2004 between 9:00 a.m. - 11:00 a.m.

(b) May 25, 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 investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. CONFIDENTIALITY**

B5.1 Information provided to an Bidder by the City or acquired by an 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.

B5.2 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.

## **B6. ADDENDA**

B6.1 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.

B6.2 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.

B6.2.1 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>.

B6.2.2 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.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B7. SUBSTITUTES**

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may at his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least three (3) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, the Bidder shall base his Total Bid Price upon the specified item but may indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.1 to B7.9, Bidders may submit an alternative proposal in accordance with B19.

## **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) Form C: Qualification;
  - (d) A list of the Principals for the Bidders entity; and
  - (e) 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. The Bidder is requested to submit one (1) original and three (3) copies of their Proposal Submission.
- 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 12 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 & 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 & Interior Improvements.
- B10.1.1 Notwithstanding GC.9.01(1), Prices on Form B: Proposed Rent & Interior Improvements 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;
- (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 complete Form C: Qualification giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Bidder's qualification to undertake the Work, with the following information:**

- (a) Currently operating installations stating:
  - (i) number of years/months (duration) (i.e.: May 1, 1997 to June 15, 2003);
  - (ii) value of the contract;
  - (iii) name of client and address where service performed;
  - (iv) name of a client contact person where service performed;
  - (v) telephone and facsimile number of the client contact person; and
  - (vi) type of service operated.

### **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 is qualified to perform the Work.**

## **B12. PROPOSED PRINCIPALS AND BUSINESS PLAN**

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

- (a) A list of the principals for the Bidders entity;
- (b) A business plan, including but not limited to the following:
  - (i) A description of how service concept will meet the Esplanade Riel Bridge and Plaza objectives:
    - A) A clear description of the concept.
    - B) Proposed target market(s);
    - C) Proposed marketing strategy;

- D) Proposed integration with adjacent venues and services.
  - E) A clear description of the service, concept, hours of operation, support staff and subcontractors proposed to perform the Work;
  - F) 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;
  - G) A description of how the Contractor will enhance the ease of access for food patrons to the Plaza;
  - H) A description of how the Contractor will arrange for deliveries of supplies to the Plaza;
  - I) A plan to utilize existing on-street parking by patrons; and
  - J) A plan to provide security for food service patrons particularly during the evening/closing time.
- (ii) A description of the proposed food service concept and growth strategy including the following:
    - A) A comprehensive listing of those items to be offered; and
    - B) The suggested retail prices of same, inclusive of taxes.
  - (iii) A detailed description and plans for the development and finishing of the interior space and estimated costs (see E2.2.2);
  - (iv) An outline of how the food service concept will be financed inclusive of Contractor improvements, and projected financial statements for the first five (5) years.

### **B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B13.1 Proposal Submissions will not be opened publicly.
- B13.2 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>.
- B13.3 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, by law, or by other authorities having jurisdiction.

### **B14. IRREVOCABLE OFFER**

- B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Proposal.
- B14.2 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 11 of Form A: Proposal.

### **B15. WITHDRAWAL OF OFFERS**

- B15.1 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.
  - B15.1.1 Notwithstanding GC.7.06(2), 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.

B15.1.2 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 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B15.1.3 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 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Proposal withdrawn.

B15.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority 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.

## **B16. INTERVIEWS**

B16.1 The Contract Administrator may, at his sole discretion, interview Bidders during the evaluation process.

## **B17. NEGOTIATIONS**

B17.1 The City reserves the right to negotiate details of the Contract with Bidders.

B17.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.

B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

## **B18. EVALUATION OF PROPOSALS**

B18.1 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) conceptual criteria 300 points;
- (d) food service criteria 300 points;
- (e) financial criteria 300 points;
- (f) operational logistics 175 points;
- (g) economic analysis of any approved alternative pursuant to B7.

B18.2 Further to B18.1(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.



- B18.3 Further to B18.1(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?
- B18.4 Further to B18.1(c), the conceptual criteria for evaluation purposes are as follows:
- (a) Compatibility with Esplanade Riel Bridge Objectives:
    - (i) Does the proposal integrate other adjacent venues and services?
    - (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) Does the proposal create a unique adjacent venue?
    - (ii) Does the proposal provide adaptability for different seasonal requirements?
    - (iii) Are the Hours of operation suitable to the concept?
    - (iv) Care, cleaning and maintenance of the food service facility?
- B18.5 Further to B18.1(d), the food service criteria will be evaluated based on Food Service Category: Food Concept/Menu:
- (a) Does the concept/menu maximize the food service opportunity/location on the Esplanade Riel Bridge?
    - (i) What is the food service opportunity growth strategy (flexibility to expand and accommodate seasonality)?
    - (ii) Creative menu suggestions and retail pricing of items to be offered?
  - (b) Contractor Improvements:
    - (i) What is the description of proposed Contractor Improvements?
- B18.6 Further to B18.1(e), the financial criteria will be evaluated based on:
- (a) Financial Considerations/Business Plan:
    - (i) Has the Bidder demonstrated that it has sufficient funding to undertake the development and operation of the food service opportunity?
    - (ii) How viable is the Bidder's proposal?
    - (iii) Has the Bidder made an effort to determine market feasibility?
  - (b) Financial Terms:
    - (i) What are the proposed financial terms of the proposal?
    - (ii) What is the financial benefit to the City?
    - (iii) What are the costs to the City for the City's obligations?
    - (iv) What is the estimated value of the Contractor Improvements?
- B18.7 Further to B18.1(f), the operational logistics will be evaluated based on:
- (a) Operational Logistics Category:
    - (i) Access - How does the Bidder plan address access for food service patrons and deliveries to the Plaza Space?
    - (ii) Security - How does the Bidder plan to provide security for food service patrons during the evening/closing time?
    - (iii) How does the Bidder address available parking?

B18.8 Notwithstanding B10, B11, B12, 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.

**B19. ALTERNATIVE PROPOSALS**

B19.1 Each Bidder is required to submit a base proposal in accordance with in B9. PROPOSAL.

B19.2 In addition to the base proposal, Bidders may also submit alternative proposals which include variations of the requirement to complete the Interior Improvements at the sole cost of the Bidder. Alternative proposals would have to provide for a financial recovery to the City for the value of the Interior Improvements as an addition to the proposed rent.

**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; or
- (e) 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.