



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 892-2012**

**FOR PROPERTY MANAGEMENT SERVICES FOR THE OFFICE TOWER AT 266  
GRAHAM AVENUE**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Fees	4

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal	4
B10. Fees	5
B11. Qualification	5
B12. Experience of Bidder's Organization	6
B13. Experience of Key Personnel proposed for the Contract	6
B14. Draft Property Management Agreement	6
B15. Opening of Proposals and Release of Information	6
B16. Irrevocable Offer	7
B17. Withdrawal of Offers	7
B18. Interviews	7
B19. Negotiations	8
B20. Evaluation of Proposals	8
B21. Award of Contract	9

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	2
D5. Ownership of Information, Confidentiality and Non Disclosure	2
D6. Notices	2

#### Submissions

D7. Authority to Carry on Business	2
D8. Insurance	2

#### Schedule of Work

D9. Commencement	3
------------------	---

#### Measurement and Payment

D10. Invoices	3
D11. Payment	4
D12. Payment Schedule	4

#### Warranty

D13. Warranty	4
---------------	---

### PART E - SPECIFICATIONS

#### General

E1. Applicable Specifications and Drawings	1
E2. Property Management	1

E3. Leasing	3
E4. Construction Management	3

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 FOR PROPERTY MANAGEMENT SERVICES FOR THE OFFICE TOWER AT 266 GRAHAM AVENUE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 8, 2013.

B2.2 Proposals 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 C3.1, the Contract Administrator or an authorized representative will be available at the Site at 10:00 a.m. Winnipeg time on January 21, 2013 to conduct a Site Investigation tour of the Site.

B3.2 Bidders are requested to register for the Site Investigation by contacting the Contract Administrator identified in D2.3.

B3.3 Although attendance at the Site Investigation is not mandatory, the City strongly suggests that Bidders attend. Access at other times may be strictly prohibited in some areas.

B3.4 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.

B3.5 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Proposal or the performance of the Work.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D2.3.1.

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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

- B4.4 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.
- B4.5 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.
- B4.6 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 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.
- 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 two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 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.

## **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 in his/her 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 two (2) 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/she 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”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B20.
- 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 B7.2 to B7.9 and in accordance with B8.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B20.1(a).

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Fees;
  - (c) Experience of Organization;
  - (d) Experience of Key Personnel Proposed for the Contract
  - (e) Draft Property Management Agreement
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal 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, to constitute a responsive Proposal.
- B8.3.1 Bidders should submit one (1) unbound original (marked “original”) and three (3) copies.

- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B20.1(a).
- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 Samples or other components of the Proposal 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.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals 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/her own name, his/her 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/her 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/her 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/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.

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

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 and the Contract, when awarded, shall be both joint and several.

## **B10. FEES**

B10.1 The Bidder shall state their fees in Canadian funds for each item of the Work identified on Form B: Fees.

B10.1.1 Notwithstanding C11.1.1, prices on Form B: Fees 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.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have a valid Real Estate Brokers License and be registered by the Manitoba Securities Commission;
- (e) have a minimum of three (3) Licensed Real Estate Agents, registered with the Manitoba Securities Commission, throughout the period stated in D2.1



B11.4 The Bidder shall 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.

B11.5 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. EXPERIENCE OF BIDDER'S ORGANIZATION**

B12.1 Bidders should provide information to demonstrate their competency and experience in property management by identifying at least three contracts of similar size and complexity specifically highlighting the areas listed in D2.2. Demonstrated experience with law enforcement or secure locations would be considered an asset.

B12.2 For each contract listed in B12.1, the Bidder should submit:

- (a) description of the contract;
- (b) role of the contractor;
- (c) contract owner (i.e. lead in charge of the contract); and
- (d) reference information (two current names with telephone numbers per contract).

B12.2.1 Where applicable, information should be separated into Bidder and Subcontractor contract listings.

B12.3 The Submission should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Bidder and all Subcontractors.

## **B13. EXPERIENCE OF KEY PERSONNEL PROPOSED FOR THE CONTRACT**

B13.1 The Bidder should submit the experience and qualifications of the key personnel proposed for the Contract for contracts of comparable size and complexity, including the principals-in-charge. Include educational background and degrees, professional recognition, job title, years of experience in current position and years of experience with existing employer. Roles of each of the key personnel proposed for the Contract should be identified.

B13.2 For each person identified, list at least two comparable contracts of similar size and complexity, specifically listing contracts involving management of properties with experience with law enforcement or secure locations in which they have played a primary role and that would specifically highlight the areas listed in D2.2. If a contract selected for a key person is included in B12.2, provide only the contract name and the role of the key person. For other contracts provide the following:

- (a) description of contract;
- (b) role of the person;
- (c) contract owner (i.e. lead in charge of the contract);
- (d) reference information (two current names with telephone numbers per contract).

## **B14. DRAFT PROPERTY MANAGEMENT AGREEMENT**

B14.1 The Bidder should submit a draft property management agreement proposed to be used for this Contract.

## **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B15.1 Proposals will not be opened publicly.

B15.2 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 (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B15.3 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 may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

#### **B16. IRREVOCABLE OFFER**

B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other 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.

#### **B17. WITHDRAWAL OF OFFERS**

B17.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 Notwithstanding C22.5, 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.

B17.1.2 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.

B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal 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 B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B18. INTERVIEWS**

B18.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

## **B19. NEGOTIATIONS**

- B19.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2 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.

## **B20. EVALUATION OF PROPOSALS**

- B20.1 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 or acceptable deviation therefrom: | (pass/fail); |
| (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11:                                 | (pass/fail); |
| (c) Fees:   | 60%          |
| (d) Experience of Bidder's Organization   | 10%          |
| (e) Experience of Key Personnel proposed for the Contract   | 20%          |
| (f) Draft Property Management Agreement   | 10%          |
| (g) economic analysis of any approved alternative pursuant to B7;   |              |
- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B20.4 Further to B20.1(c), the Fee shall be the sum of:
- |   |  |
|---|--|
| (a) the percentage of the gross annual rentals from non-City tenants, paid monthly for Item 1; plus |  |
| (b) the price per square foot for Leasing Space for Item 2; plus                                    |  |
| (c) the percentage of total construction cost for Construction Management for Item 3;               |  |
- as shown on Form B: Fees.
- B20.5 Further to B20.1(d) Experience of the Bidder's Organization will be evaluated considering the information provided in the proposal, and particularly in response to B12.
- B20.6 Further to B20.1(e) Experience of Key Personnel proposed for the Contract will be evaluated considering the information provided in the proposal, and particularly in response to B13
- B20.7 Further to B20.1(f) the Draft Property Management Agreement will be evaluated considering the acceptability of the terms of the agreement to the City of Winnipeg.
- B20.8 This Contract will be awarded as a whole.

B20.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

**B21. AWARD OF CONTRACT**

B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B21.2 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.

B21.2.1 Without limiting the generality of B21.2, 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.

B21.3 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.

B21.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of Property Management Services for the Office Tower at 266 Graham Avenue from award on contract for a period of two (2) years, with the option of two (2) mutually agreed upon two (2) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on the anniversary of the contract start date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The major components of the Work are as follows:

- (a) Operations;
- (b) Preventative Maintenance. and Repairs;
- (c) Tenant Relations and Customer Service;
- (d) Leasing;
- (e) Legal and Property Administration;
- (f) Environmental and Workplace Health and Safety;
- (g) Insurance Administration;
- (h) Accounting;
- (i) Budgeting/Reporting;
- (j) 24/7 Emergency Response;
- (k) Staffing; and
- (l) Construction Management.

D2.3 Notwithstanding D2.1, the City reserves the right to terminate the Contract, upon ninety (90) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:

John Zabudney  
Manager of Real Estate  
Telephone No. 204- 986-8290  
Facsimile No. 204- 944-8476

D3.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D3.3 Bids Submissions must be submitted to the address in B8.8

#### **D4. CONTRACTOR'S SUPERVISOR**

- D4.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.
- D4.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D4.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

#### **D6. NOTICES**

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204- 949-1174

#### **SUBMISSIONS**

#### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 The Contractor 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 Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

#### **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor 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) Commercial crime insurance including losses inside and losses outside the premises, funds transfer fraud, and forgery of a financial instrument to a limit of \$100,000. Said policy to also include Employee Dishonesty to a minimum of \$50,000 and include a year discovery period;
- (d) Professional errors and omissions liability insurance in an amount of not less than \$2,000,000 per claim and \$2,000,000 in the aggregate. Said policy to remain in force for a year following the completion of the project.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the 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 Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D8.6 All insurance, which the Contractor 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.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D7;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) evidence of the insurance specified in D8;
  - (iv) evidence of registration with the Manitoba Securities Commission
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9.3 The Contractor shall not commence the Work before ^.

## **MEASUREMENT AND PAYMENT**

### **D10. INVOICES**

D10.1 Further to C11, the Contractor shall submit an invoice monthly, for Work to:



The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204- 949-0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D10.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D10.4 Bids Submissions must be submitted to the address in B8.8

**D11. PAYMENT**

D11.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D12. PAYMENT SCHEDULE**

D12.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**WARRANTY**

**D13. WARRANTY**

D13.1 Notwithstanding C12, Warranty does not apply to this Contract.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following are applicable to the Work:
- E1.3 The Contractor shall direct and supervise all aspects of the management including legal and accounting manners, operation, tenant coordination, maintenance and repair of the building in a businesslike manner.

#### **E2. PROPERTY MANAGEMENT**

##### **OPERATIONS**

- E2.1 Operations shall include:
  - (a) coordinate and cooperate as necessary with City staff or contractor responsible for plumbing, heating and electrical in the building;
  - (b) effectively control property cash flow, maximizing revenues and minimizing expense;
  - (c) directing and overseeing site personnel;
  - (d) managing, monitoring and controlling utilities including payments;
  - (e) operational notices and oversee site operations;
  - (f) tenant relocations and new tenant possession, move-in, move-outs and close ups;
  - (g) monitoring and maintaining vacancy;
  - (h) determining and responding to all site issues; and
  - (i) cooperating with and coordinating activities with contractor responsible for development of the Winnipeg Police Service facility adjacent to the Office Tower at 266 Graham Avenue.

##### **PREVENTATIVE MAINTENANCE, REPAIRS AND VENDOR MANAGEMENT**

- E2.2 Preventative Maintenance, Repairs and Vendor Management shall include:
  - (a) perform and contract for all regular and preventative maintenance and repairs deemed necessary;
  - (b) tender and approve of vendors, complete vendor agreements and vendor management;
  - (c) Carry out regular site visitations and order regular property inspections to monitor and rectify property concerns including HVAC, grounds, roof, fire safety, graffiti, pests, lighting, security;
  - (d) Manage warranties and preventative service requirements;
  - (e) Determine the most efficient scope of work for larger projects and manage the tendering, analysis and landlord approval process followed by contract implementation and management of vendors;
  - (f) All correspondence and coordination with trades; and
  - (g) Follow up on work to ensure quality and full completion

##### **TENANT RELATIONS AND CUSTOMER SERVICE**

- E2.3 Tenant Relations and Customer Service shall include:
  - (a) Tenant notifications and enforcements;

- (b) Tenant management including temporary tenancies for construction of plant and to accommodate interim Police operations
- (c) Ensure tenants adhere to all lease obligations including all repair obligations;
- (d) Tenant relations, retention, address all tenant matters/concerns and requests for information; and
- (e) Management of tenant move-ins, move-outs and ensuring adherence to all lease obligations.

## **LEGAL AND PROPERTY ADMINISTRATION**

E2.4 Legal and Property Administration shall include:

- (a) Negotiate, draft and obtain execution of new leases and lease amendments in cooperation with the City Real Estate Division
- (b) Lease data management;
- (c) Initial property set up and system maintenance;
- (d) New tenant system setup; and
- (e) Tenant correspondence relating to any lease changes or defaults

E2.5 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

## **ENVIRONMENTAL AND WORKPLACE HEALTH AND SAFETY**

E2.6 Environmental and Workplace Health and Safety shall include:

- (a) Assisting in investigations and obtaining of report;
- (b) Review of study results and ensure full compliance on all required actions.

## **TENANT INSURANCE ADMINISTRATION**

E2.7 Insurance shall include:

- (a) Assisting the City in managing all insurance related items and potential claims;
- (b) Collecting and verifying accuracy of current and renewal certificates of insurance from tenants to minimize landlord liability.

## **ACCOUNTING**

E2.8 Accounting shall include:

- (a) Rent collection including receipt of cheques, electronic funds transfer or execution of pre-authorized debit;
- (b) Management and collection of accounts receivable and deal with any collection issues including all billing communications and tenant correspondence;
- (c) Property tax collection and payment;
- (d) Rental increase or change notifications to tenants and coordination and delivery of invoices;
- (e) Accounts payable management including work order system and invoice approvals and correspondence with vendors regarding any payable issues; and
- (f) Filing.

## **BUDGETING/REPORTING**

E2.9 Budgeting and Reporting shall include:

- (a) Budgeting and forecasting of revenues and expenses on an accrual and cash basis; effectively planning property cash flow.
- (b) Preparation of a profit and loss budget on an annual basis, setting forth anticipated revenues and expenses on an accrual basis;
- (c) Preparation of monthly and quarterly statements preparation and approvals;
- (d) Monthly statement review, approval and cash disbursement to the City; and
- (e) Providing strategy for asset maintenance and development through budgets and statements.

## **24/7 EMERGENCY RESPONSE**

E2.10 24/7 Emergency response shall include::

- (a) Emergency response / incident management; and
- (b) On-call emergency response duties.

## **STAFFING**

E2.11 Staffing shall include:

E2.12 Provide staffing as required from staff pool that includes an accounting staff of ten, two of whom are professionally certified, three property managers, three property management administrators, an in house lawyer, a marketing manager and an executive management team and a brokerage team that encompasses another ten individuals.

E2.13 One Contractor representative responsible for the Work of the Contract at the Office Tower at 266 Graham

## **E3. LEASING**

E3.1 Leasing shall include:

- (a) the provision of a lease document for tenancy in the building, to be approved by the City;
- (b) market for lease any vacant space in the building; and
- (c) support leasing systems, negotiation of renewals, proposal documentation and assist Legal with new lease document creation, review and negotiation of tenant lease documentation and all other related legal documentation: landlord approvals (signage, alterations, special events, etc), lease assignments, non-disturbance agreements, waivers, lease amendments, etc.

## **E4. CONSTRUCTION MANAGEMENT**

E4.1 Construction Management shall include all services necessary for:

- (a) the completion of landlord inducements approved by the Contract Administrator; and
- (b) building fit-up approved by the Contract Administrator.