



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 1014-2015**

**REQUEST FOR PROPOSAL FOR A WINNIPEG GENERAL STRIKE DESIGN  
COMPETITION AND INTERPRETATION INSTALLATION AT THE CORNER OF LILY  
STREET AND MARKET AVENUE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 REQUEST FOR PROPOSAL FOR A WINNIPEG GENERAL STRIKE DESIGN COMPETITION AND INTERPRETATION INSTALLATION AT THE CORNER OF LILY STREET AND MARKET AVENUE

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 1<sup>st</sup>, 2016.
- 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. BACKGROUND**

#### **Exchange District National Historic Site**

- B3.1 Winnipeg's early downtown was first developed along the Red River, partly due to the shipping industry arriving from the American frontier. However, it was the arrival of the railway that had the greatest impact on the Warehouse District. The railway brought with it not only goods and materials, but also a huge surge in population giving Winnipeg the moniker "Gateway to the West". By 1911, there were 24 rail lines converging on the City, and over 200 wholesale businesses and warehouses around the Exchange. Financial institutions established themselves along Main Street, establishing "Bankers Row", a sign of the wealth and prosperity of the City. The area also thrived as an entertainment centre with its theatres, cabarets and vaudeville shows, along with an active publishing trade. At its height, the area laid claim to three daily civic newspapers. Winnipeg's growth slowed with the onset of World War I and the opening of the Panama Canal. As the price of wheat fell and transportation costs rose, Winnipeg lost its footing as the centre for wholesale and shipping activity, sharply ending a period of prosperity.
- B3.2 The Exchange District National Historic Site was designated by the Government of Canada in 1997, recognized for:
- (a) Illustrating the City's key role as a centre of the grain and wholesale trade, finance and manufacturing; and
  - (b) Containing a range of architecturally significant built resources which speak to the City's key economic role in the West.

#### **Modernism**

- B3.3 The Centennial Concert Hall (1967), the Manitoba Museum (1970), Manitoba Theatre Centre (1970), the Civic Centre (1962-65), and Public Safety Building (1965) and parkade represent a significant period of urban renewal in Winnipeg's history.
- B3.4 In 2009, the Manitoba Theatre Centre was recognized as a National Historic Site, the first Modernist building to be recognized in the Province, and one of only a handful in Canada. Winnipeg's mid-century modernist structures are culturally significant places, and represent Winnipeg's growth in community and civic pride as well as its noted connection to the Modernist movement.

## **Elgin & the Labour Movement**

- B3.5 Elgin Avenue is significant for its role played in the Winnipeg General Strike of 1919. Originally stretching from Main all the way to Waterfront Drive, the lane was actually the right-of-way for the Winnipeg Transfer Railway; parts of which are still visible today.
- B3.6 The General Strike changed the City forever, and Elgin became infamously known as “Hell’s Alley” after deadly confrontation between workers and mounted police, resulting in numerous arrests, multiple injuries and a couple of deaths. This confrontation actually occurred in the block now home to the Concert Hall, but the remaining portion of Elgin Avenue continues to play an important role in the interpretative history of the District.

## **B4. INTENT**

- B4.1 The City of Winnipeg, Planning, Property and Development Department is inviting interested parties to submit a Proposal for an interpretation installation at the corner of Lily Street and Market Avenue to commemorate the labour movement resulting in the 1919 Winnipeg General Strike.
- B4.2 We encourage multi-disciplinary team entries that may include architects, landscape architects, artists, historians or heritage planners.

## **B5. SITE INVESTIGATION**

- B5.1 Further to C3.1, the Proponent may view the Site without making an appointment.

## **B6. ENQUIRIES**

- B6.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B6.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B6.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B6.4 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 Proponents by issuing an addendum.
- B6.5 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 Proponent who made the enquiry.
- B6.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B6 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B7. CONFIDENTIALITY**

- B7.1 Information provided to a Proponent by the City 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 Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B7.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B8. ADDENDA**

B8.1 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.

B8.2 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.

B8.2.1 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>

B8.2.2 The Proponent 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.

B8.3 The Proponent 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.

## **B9. PROPOSAL SUBMISSION**

B9.1 The Proposal shall consist of the following components:

(a) Form A: Proposal

B9.2 The Proposal should also consist of the following components:

(a) Team Information (Section C) in accordance with B11; and

(b) Design Proposal (Section D), in accordance with B12.

B9.3 Further to B9.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B9.4 Further to B9.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B9.5 Proponents should submit one (1) **unbound** 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B9.1 and B9.2.

**B9.6 Proposals shall be submitted in English. In order to judge the Project anonymously, the sheets containing the design proposal should not contain any company or personal information.**

B9.7 Proposal format, including type of binding, and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

B9.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(a).

- B9.9 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B9.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.11 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B9.12 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B10. PROPOSAL**

- B10.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent 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.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B10.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent 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 Proponent 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.
- B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B10.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B11. TEAM INFORMATION (SECTION C)**

B11.1 Proposals should include:

- (a) Six page maximum [11" x 17"];
- (b) Name of proposed project;
- (c) Individual or team members names with brief resume;
- (d) Name of one main contact person, including contact coordinates;
- (e) A maximum 100-word description of the individual or team including academic or professional association affiliation; and
- (f) Four images of selected projects for which team members have been responsible. Images must be accompanied by a brief description for each project.

B11.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

## **B12. DESIGN PROPOSAL (SECTION D)**

### **Phase 1**

B12.1 Submissions should not contain any personal/company information in this section in order to ensure anonymity during jury review.

B12.2 Project Summary [11" x 17"] should be one page and include:

- (a) 100 to 150 word text describing the overall idea, experience and interpretation;
- (b) Minimum of one artist impression showing the interpretation in its entirety; and
- (c) Discretionary Images: concept diagram(s), precedents, etc.

B12.3 Design Details [11" x 17"] should be one page and include:

- (a) 4 main views or plan / elevations of the installation indicating size and the specific materials proposed; and
- (b) Diagram(s) and / or detail(s) indicating method of installation / construction.

B12.4 Design Proposal shall include:

- (a) Clear relationship to interpretation topic of the 1919 Strike;
- (b) Sensitivity to context;
- (c) Innovation.

## **B13. DISCLOSURE**

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) MMM Group; and
- (b) HTFC Planning & Design.

## **B14. QUALIFICATION**

B14.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.
- B14.2 The Proponent 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>
- B14.3 The Proponent 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), which may require valid Manitoba COR or SECOR certification, or a report or letter to that effect from an independent reviewer acceptable to the City.
- B14.4 Further to B14.3(c) the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
  - (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B14.5 The Proponent 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 Proponent and of any proposed Subcontractor.
- B14.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

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

- B15.1 Proposals will not be opened publicly.

- B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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 Proponent 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 Proponent 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 Proponent 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 Proponents and these Proponents 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 Proponent 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 Proponent'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 Proponent 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 Proponent'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 Proponent 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 Proponent 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 Proponents during the evaluation process.

## **B19. NEGOTIATIONS**

- B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B20. JURY**

- B20.1 The Jury for Phase 1 will be composed of a union activist, urban designer, artist, historian, and writer as follows:
- (a) **Jordon Van Sewell** has been working as an artist for over 30 years and an active community member. Known for his ceramic work, his art pieces are also along Waterfront Drive in Stephen Juba Park. He served 6 years as Chair of the Works of Art Committee at the Winnipeg Art Gallery. He is also past Executive Director at the Manitoba Crafts Council. He is currently President of Heritage Winnipeg;
  - (b) **Paul Moist** is the former National President of CUPE, vice-president of the Canadian Labour Congress and a governor of the Labour College of Canada. He has previously held numerous positions including Treasurer of the United Way of Winnipeg, vice-chair of the Manitoba Public Insurance Corporation, and co-chair of the Premier's Economic Advisory Council (Manitoba);
  - (c) **Essyllt Jones** is a Professor of History at the University of Manitoba. She is the author of *Influenza 1918: Disease, Death and Struggle in Winnipeg* and *Imagining Winnipeg: History Through the Photographs of L.B. Foote*. She teaches the social history of Canada, and is a specialist in the history of epidemic disease and the history of socialized medicine;
  - (d) **Susan Algie** is the Director of the Winnipeg Architecture Foundation and 2015 winner of the Advocate for Architecture award. She previously worked for Parks Canada as a heritage resource planner. Ms. Algie has written and edited several books on Winnipeg Architecture, curated the Architecture + Design Film Festival, along with several architectural exhibitions;
  - (e) **Alyssa Schwann** is an Assistant Professor in the Faculty of Architecture, Environmental Design, at the University of Manitoba. Her professional experience includes practice as a landscape architect and urban designer in Canada, the UK, and the Netherlands with projects in North America, Europe, and North and South Africa. Her current practice, Atelier Anonymous, focuses on the intersection between design, heritage conservation, and environmental activism. Atelier Anonymous recently formed the Global Landscape Foundation, a society which works with non-profit organizations to provide targeted expertise and funding for 'at-risk' urban landscapes such as historic public gardens, parks, and urban areas within developing regions, areas which suffer from lack of resources, and where the need for advocacy is identified.

## **B21. DETAILED PRICES (SECTION B - PHASE 2 EVALUATION)**

- B21.1 Three semi-finalists shall provide Detailed Prices in Canadian funds. Detailed Prices shall include all expenses related to the Project e.g. design fees, material, travel, consultation fees, site preparation, integration and restoration, engineering, fabrication, insurance, installation and permit fees.

- B21.1.1 Final cost of the installation shall not exceed \$250,000.00.
- B21.1.2 Notwithstanding C11.1.3, the Detailed 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.
- B21.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B22. DESIGN REFINEMENT AND CONTEXTUAL ANALYSIS (SECTION E - PHASE 2 EVALUATION)**

- B22.1 Proponents chosen for Phase 2, should include further design refinement and contextual analysis in terms of:
- (a) Sensitivity to context;
  - (b) Design construction experience and abilities;
  - (c) Innovation;
  - (d) Ability/experience to successfully execute the project with the deadline and budget parameters;
  - (e) Maintenance requirements.
- B22.2 Ability to meet Universal Design Accessibility standards.

**B23. EVALUATION OF PROPOSALS**

**Phase 1 Evaluation**

- B23.1 Three semi-finalists shall be selected, by the Jury, based on the following evaluation criteria
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
  - (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B14.3: (pass/fail)
  - (c) Team Information; (Section C) 20%
  - (d) Design Proposal; (Section D) 80%
- B23.2 Further to B23.1(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.
- B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B23.4 Further to B23.1(c), Team Information will be evaluated considering response to B11, the experience of the team on projects of similar size and complexity as well as other information requested.
- B23.5 Further to B23.1(d), Design Proposal will be evaluated considering response to B12
- B23.6 Notwithstanding B23.1(c) to B23.1(d), where Proponents fail to provide a response to B9.2(a) to B9.2(b), the score of zero may be assigned to the incomplete part of the response.
- B23.7 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B23.8 Further to B23.1, the selected semi-finalists will be notified to participate in Phase 2.

### **Phase 2 Evaluation**

B23.9 Evaluation of Phase 2 of the project will be done by City staff and stakeholders including but not limited to neighbouring property owners, Exchange BIZ and the Concert Hall.

B23.10 Each semi-finalist will receive a \$5000 honourarium and be asked for further design refinement, contextual analysis and detailed pricing. Award of the Contract shall be based on the following evaluation criteria:

- |   |     |
|---|-----|
| (a) Detailed Prices (Section B)                           | 40% |
| (b) Design Refinement and Contextual Analysis (Section E) | 60% |

B23.11 Further to B23.10(a), the Detailed Prices shall be evaluated in response to B21 with a weighing of 40 points out of a total of 100 possible points. As such, the lowest semi-finalist shall receive the full 40 points, and the second lowest semi-finalist and subsequent semi-finalist shall be prorated accordingly.

B23.12 Further B23.10(b), Design Refinement and Contextual Analysis will be evaluated considering response to B22.

B23.13 This Contract will be awarded as a whole.

### **B24. AWARD OF CONTRACT**

B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B24.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B24.2.1 Without limiting the generality of B24.2, 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.

B24.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

B24.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B24.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

B24.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## 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 Request for 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 SERVICES

D2.1 The Work to be done under the Contract shall consist of a Winnipeg General Strike Interpretation design and installation at the Corner of Lily Street and Market Avenue.

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

- (a) Design of Winnipeg General Strike Interpretation; and
- (b) Installation of Winnipeg General Strike Interpretation once finalist has been selected.

#### Site

D2.3 The Site is located next to 145 Market Avenue currently used as a tandem parking area by an area business. The Site measures approximately 4.12 metres x 30.11 metres. There is also a raised concrete planter and large light standard, the planter can be removed, and the light will be moved with sidewalk and street renewal work in 2016.

#### Site Limitations

D2.4 Wall of 145 Market Avenue is not part of scope, designers should be mindful of the neighbouring residential uses. Mural will either be painted a neutral colour or original brick exposed.

- (a) Light standard will be moved to back of curb in 2016;
- (b) Sidewalk, roadway, lane are not in project scope; and
- (c) Height of installation restricted to height of 145 Market Avenue.

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **“Proponent”** means any Person or Persons submitting a Proposal for Services;

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is

Marsha Christiuk  
Planner

Telephone No. 204-986-6427

Facsimile No. 204-986-3684

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

D4.2 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.

D4.3 Bids Submissions must be submitted to the address in B9.11

## **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
- D6.2 **Bids Submissions** must be submitted to the address in B9.11

## **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. SAFE WORK PLAN**

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) 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.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D9. INSURANCE**

- D9.1 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;

- D9.2 The Contractor will provide and maintain, when deemed necessary by the City, the following insurance coverage at all times during the performance of the Work:
- (a) Professional Liability insurances in an amount of at least \$250,000 per claim and \$500,000 aggregate
- D9.3 The Contractor will ensure that all sub-contractors employed, engaged or retained by the Contractor in respect of the Work provide insurance coverage deemed appropriate for the services to be performed with respect to the creation, production or fabrication of the final Work.
- D9.4 Deductibles shall be borne by the Contractor.
- D9.5 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.
- D9.6 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.

## **SCHEDULE OF WORK**

### **D10. COMMENCEMENT**

- D10.1 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.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (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) the Safe Work Plan specified in D8;
    - (iv) evidence of the insurance specified in D9;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

## **MEASUREMENT AND PAYMENT**

### **D11. INVOICES**

- D11.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed 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)
- D11.2 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.

D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11.4 Bids Submissions must be submitted to the address in B9.11

**D12. PAYMENT**

D12.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D13. PAYMENT SCHEDULE**

D13.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**WARRANTY**

**D14. WARRANTY**

D14.1 Notwithstanding C12, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C12.3, in which case it shall expire when provided for thereunder.

## **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:

Drawing No.  
No. 5513125-0PF-02

Drawing Name/Title  
NORTH EAST EXCHANGE  
DISTRICT ENGINEERING  
STUDY STREET RENEWALS  
RECONSTRUCTION –  
CONCRETE LILY STREET  
STA 1+00-STA 2+20

Image No.  
Image1  
Image2

Image Name/Title  
Site Image1-Lily Street View  
Site Image2-Elgin Avenue View  
Site Image3-Aerial View

Image 3

Website:

<http://www.winnipeg.ca/PublicWorks/MajorProjects/NorthEastExchange/>