

Manitoba Housing

Request for Proposal

Prime Consultant Services



Type of Work:

Location:

RFT #: 20XX-XXX-T-XXXX

Issue Date: Day, Month Date, 20XX

Site Visit/Bidders Meeting: Day, Month Date, 20XX
 10:00 a.m. Central Standard / Daylight Time

Submission Deadline: Day, Month Date, 20XX
 2:00 p.m. Central Standard / Daylight Time

Bids to be submitted electronically
via [MERX portal](#)



Available in alternate formats upon request

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1.0 Introduction

1.1 Purpose and Scope

- 1.1.1 With this Negotiated Request for Proposals (“NRFP”), The Manitoba Housing and Renewal Corporation (“**Manitoba Housing**”) is aiming to select a qualified Proponent to act as the Prime Consultant and lead an interdisciplinary team of consultants and Sub-consultants to provide the scope of architectural and engineering services associated with Manitoba Housing Project [project number] located at [addresses of project], Manitoba. This Project is part of The Manitoba Housing and Renewal Corporation's Modernization and Improvement (M&I) Program and is further described in Section 6.0 – Project Overview and Appendix 1 – Scope of Work.
- 1.1.2 See Section 2.0 – Scope of Services of this NRFP and SCHEDULE A – DESCRIPTION OF SERVICES attached to the Form of Agreement in Appendix 4 for a full description of the services sought.
- 1.1.3 Manitoba Housing is dedicated to open, fair and transparent business conduct. Proponents should note, procurements falling within the scope of Chapter 19 of the Canadian-European Union (EU) Comprehensive Economic and Trade Agreement (CETA) and Chapter 5 of the Canadian Free Trade Agreement are subject to that chapter but the rights and obligations of the parties shall be governed by the specific terms of each particular tender call.

1.2 Mandatory/Optional Site Visit

OPTION 1:

- 1.2.1 A mandatory site visit has been scheduled for XXXXXX, 20XX at XX:XX X.M. **Central Time (CT)** at the following Project site location:
XXXXX Street, XXXXXXXX, Manitoba
- 1.2.2 Proponents attending the above scheduled mandatory site visit must meet outside the Project site location prior to XX:XX X.M.
- 1.2.3 Proponents are not entitled to rely on information received from Manitoba Housing's representatives or other third parties at the site viewing unless they have provided the information in writing.

OPTION 2:

- 1.2.4 An optional site visit has been scheduled for XXXXXX, 20XX at XX:XX X.M. **Central Time (CT)** at the following Project site location:
XXXXX Street, XXXXXXXX, Manitoba
- 1.2.5 Attendance at the site visit is not a mandatory requirement of this NRFP. Proponents attending the above scheduled optional site visit should meet outside the Project site

location prior to XX:XX X.M. Although a site visit is not mandatory, Manitoba Housing suggests that Proponents visit the site.

- 1.2.6 If Proponents are not available to attend the above scheduled optional site visit, but still wish to view the site, an appointment may be arranged by contacting the Manitoba Housing Project Manager identified below:

XXXXX XXXXX, Project Manager, (204) XXX-XXXX

- 1.2.7 Proponents are not entitled to rely on information received from Manitoba Housing's representatives or other third parties at the site viewing unless they have provided the information in writing.

1.3 Definitions

In this NRFP:

- 1.3.1 "**Agreement**" means the formal written agreement to provide the Services to be negotiated and signed by Manitoba Housing and the successful Proponent (if any), substantially in the form set out in Appendix "4";
- 1.3.2 "**Prime Consultant**" means the Proponent who enters into the Agreement with Manitoba Housing to provide the Services that are contemplated in this NRFP.
- 1.3.3 "**Proponent**" means the entity or person that makes a Proposal;
- 1.3.4 "**NRFP**" means this Request for Proposals in respect of the Services which includes all addenda that may be issued in respect of the NRFP prior to the Submission Deadline;
- 1.3.5 "**Services**" means the work, tasks, activities, materials and other deliverables to be performed or provided by the Proponent as more particularly described in this NRFP and required by the Project;
- 1.3.6 "**Sub-consultant**" means a person or entity having a direct contract with the Prime Consultant to perform a part or parts of the Services that are subject of this NRFP;
- 1.3.7 "**Submission Deadline**" means the date and time set out on the title page of this NRFP or any amendment to that date and time made by Manitoba Housing by way of addendum to that date and time.

2.0. Scope of Services

2.1. Service Stages

- 2.1.1. The Services to be performed by the Prime Consultant will be provided in stages as follows:
- 2.1.2. Stage 1 - Pre-Design;
- 2.1.3. Stage 2 - Schematic Design;
- 2.1.4. Stage 3 - Design Development;
- 2.1.5. Stage 4 - Construction Documents;
- 2.1.6. Stage 5 - Bidding/tender;
- 2.1.7. Stage 6 - Construction Administration; and
- 2.1.8. Stage 7 - Pre-occupancy, Occupancy and Post-Construction.

2.2. Basic Services

- 2.2.1. The Prime Consultant will be required to provide the full scope of basic services as specified in SCHEDULE A – DESCRIPTION OF SERVICES (attached to the Form of Agreement in Appendix 4) during each of the above stages. The scope of basic services shall meet Manitoba Housing’s Design Guidelines for Multi-Unit Affordable and Social Housing available online at the following link. <http://www.gov.mb.ca/housing/mh/business/procurement-resources.html>
- 2.2.2. The basic services shall include the “optional services” as specified in SCHEDULE A – DESCRIPTION OF SERVICES attached to the Form of Agreement in Appendix 4.
- 2.2.3. The basic services performed during stage 1 (Pre-Design) will be provided on a fixed fee basis, and the basic services performed during the remaining stages 2 to 7 (Schematic Design; Design Development; Construction Documents; Bidding/tender; Construction Administration; and Pre-occupancy, Occupancy and Post-Construction) will be provided on a percentage fee basis (based on an estimate of the construction cost) as further described in SCHEDULE B – BASIC SERVICES FEE SUBMISSION (attached to the Form of Agreement in Appendix 4).

2.3. Additional Services

- 2.3.1. The successful Proponent may also be required to provide additional services as may be agreed upon in writing by the Prime Consultant and Manitoba Housing in accordance with the Agreement.
- 2.3.2. The additional services, if any, will be provided on an hourly basis or on a fixed fee basis as further described in SCHEDULE C – ADDITIONAL SERVICES HOURLY RATES (attached to the Form of Agreement in Appendix 4).

2.4. Standard Finishing Schedule

2.4.1. A copy of Manitoba Housing's Standard Finishing Schedule will be provided to Proponents upon request. Manitoba Housing will provide a full copy to the successful Proponent after the Agreement is fully signed by both the Proponent and Manitoba Housing.

2.5. Project Milestone Schedule

2.5.1. The following proposed schedule dates are targets for each task only and does not include Manitoba Housing's review time. Manitoba Housing requires up to twenty business days at each stage of drawing approvals as well as all design change reviews required. Proposed schedule dates are subject to change at the sole discretion of Manitoba Housing:

No	Task	Anticipated Duration (in weeks)
1	Appoint Prime Consultant: • Start evaluation of Proposals: [insert date]	
2	Design Team Kick-off meeting	
3	Completion of Pre-Design (Investigative Work, Scope Development and Class D Construction Cost Estimate)	
4	Completion of Schematic Design and Class C Construction Cost Estimate	
5	Completion of Design Development and Class B Construction Cost Estimate	
6	Completion of Construction Documents and Class A Construction Cost Estimate	
7	Tender / Contract Award Phase for General Contractor	
	Total Number of Weeks to the Start of Construction	
	Target Substantial Performance Date (Month/Year)	

2.6. Status in Relation to Manitoba

2.6.1. The Proponent and the project team members will be prohibited from either directly, or indirectly, submitting or participating in the preparation of a bid for any subsequent construction or trade tenders or construction or trade contracts related to this Project other than in the capacity as Manitoba Housing's representative.

2.6.2. Proponents must submit a completed and signed copy of the Status in Relation to Manitoba Form (Appendix 3) in accordance with Section 3.5.6 of this NRFP.

2.7. Licensing and Registration Requirements

- 2.7.1. The project team shall be comprised of individuals and/or firms who are licensed, certified, registered, or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law and professional associations in the Province of Manitoba at the time of the Submission Deadline.
- 2.7.2. The successful Proponent shall be required to maintain such license and registration requirements throughout the period of the Project.

2.8. Use of Sub-Consultants

- 2.8.1. The use of Sub-consultants is acceptable, providing the Sub-consultants report directly to the Proponent, and the Proponent agrees to be held responsible for the actions and performance of these Sub-consultants and their respective officers, employees or agents. Sub-consultants, if to be used, must be identified in a Proponent's Proposal as part of their Proposal in accordance with 3.5.3.2.2 of this NRFP and cannot be changed without written approval of Manitoba Housing. Where no list of Sub-consultants is submitted, it is deemed that the Proponent will use its own forces to perform the Services.

2.9. Capacity Resource Planning

- 2.9.1. Capacity resource planning is the process of determining the resource capability of a Proponent to meet the demands of Manitoba Housing. The Proponent must define the process their firm utilizes for performing CRP. Key metrics utilized (hours, dollars, etc.), frequency of updating and cadence for review must be identified.
- 2.9.2. Manitoba Housing will perform due diligence on the Capacity Resource Planning (CRP) data submitted by Proponent. Manitoba Housing reserves the right to disqualify a Proponent from this competition should the analysis on the CRP data indicate a potential risk to award the scope of work to the said Proponent.

3.0 Proponent's Instructions

3.1. Submission Deadline

- 3.1.1. The Submission Deadline is as set out on the title page to this NRFP. Manitoba Housing may extend the Submission Deadline by issuing an addendum at any time before the Submission Deadline or before the date and time previously specified in any addendum extending the Submission Deadline.

3.2. MERX Electronic Bid Submission

- 3.2.1. Proposals must be submitted electronically, prior to Submission Deadline, through MERX at www.merx.com/manitobahousing, the Electronic Bid Submission ("EBS") System used by Manitoba Housing. Proposals submitted by personal delivery or courier, fax or e-mail are not permitted and will not be considered. It is solely the Proponent's responsibility to ensure that the Proposal is received by Manitoba Housing through the

MERX EBS System before the Submission Deadline. Proposals received after the Submission Deadline will not be accepted.

- 3.2.2. For assistance in using the MERX EBS Manitoba Housing suggests that Proponents watch the online Electronic Bid Submission System tutorial at <http://www.youtube.com/watch?v=To0fqScw3M>. Alternatively, Proponents can contact MERX customer service directly at 1-800-964-6379 or via e-mail at merx@merx.com.
- 3.2.3. **PLEASE NOTE:** Each Proponent will be required to obtain a unique PIN number from MERX in order to upload and submit Proposals electronically. It is important to keep this PIN number in a permanent location as it will be required each time a proponent wishes to submit a Proposal in response to a Manitoba Housing Request for Proposals. It may take time to upload and submit large documents electronically. Proponents should allow sufficient time to upload and submit Proposals.
- 3.2.4. Proposals must be submitted in Adobe PDF format.
- 3.2.5. Proposals must contain the NRFP title, NRFP number, the Submission Deadline and the Proponent's name and return address on each electronic document submitted.

3.3. Proposal Inquiries

- 3.3.1. All inquiries related to this NRFP must be directed, in writing by fax or by e-mail, **at least 5 business days** before the Submission Deadline to:

XXXXX XXXXXX

Contract Administrator
Manitoba Housing
Procurement Branch
500-352 Donald Street
Winnipeg, MB R3B 2H8
Facsimile: (204) 948-2897
E-mail: XXXXX.XXXX@gov.mb.ca

- 3.3.2. Inquiries should be received no later than the inquiry deadline as noted above. If an inquiry is received later than that inquiry deadline date, Manitoba Housing may respond but is not obligated to provide a response.
- 3.3.3. If a Proponent has sent an inquiry and has not received an acknowledgement, the Proponent should follow up with Manitoba Housing. In any event, Manitoba Housing is

not responsible if a Proponent's inquiry does not reach Manitoba Housing by the requisite date shown above.

- 3.3.4. Only information provided in writing by the Manitoba Housing Contact Administrator identified above will be binding on Manitoba Housing. Information provided verbally will not be binding on Manitoba Housing.
- 3.3.5. If Manitoba Housing, in its sole discretion, determines that an inquiry will be of interest to all Proponents, it will be communicated in writing to all registered Proponents. The source of the inquiry will be kept confidential.

3.4. Proposal Format

- 3.4.1. A Proponent should ensure that information provided in its Proposal is stated clearly and concisely. Simplicity and clarity of responses are important. Proponents should avoid including extraneous or irrelevant information.
- 3.4.2. The Proposal content should be organized in the same sequence as the documents and information set out in Section 3.5 below.
- 3.4.3. If the Proposal does not comply with this Section 3.4, the Proposal shall be given a lower evaluation rating.

3.5. Proposal Content

- 3.5.1. Submission Form (complete Appendix 2)
 - 3.5.1.1. The Submission Form provided in Appendix 2, must be fully completed and signed by a representative of the Proponent with the authority to bind the Proponent. The form may be put on a Proponent's letterhead and a different font may be used but must not otherwise be modified.
- 3.5.2. Table of Contents
 - 3.5.2.1. This should provide a list of the main Proposal content and where it is found in the Proposal and include appropriate cross-references to attachments or appendices as required.
- 3.5.3. Proponent's Information
 - 3.5.3.1. Profile
 - 3.5.3.1.1. The Proposal should include a description of the Proponent's business including information about:
 - 3.5.3.1.1.1. how the Proponent is organized to carry on business;

3.5.3.1.1.2. its location(s) and any service centres that will provide the Services; and

3.5.3.1.1.3. the length of time the Proponent has been in business.

3.5.3.1.2. The Proposal should include information about the Proponent’s experience in providing services comparable to those requested in this NRFP within the last 3-5 years.

3.5.3.2. Project Team

The Proposal should include the following information:

3.5.3.2.1. an organization chart of the proposed project team;

3.5.3.2.2. list the Prime Consultant (entity name) and Sub-consultants (entity names) and key personnel (individuals) and identity their roles and responsibilities on the Project and the percentage of time each team member will devote to the Project using a table format as follows:

<u>Entity Name</u> (Prime Consultant and Sub-consultants, identifying consultant discipline)	<u>Key Personnel</u> (designation/ accreditation)	<u>Role & Responsibility</u>	<u>Percentage of Time Devoted to Project</u>

3.5.3.2.3. identify the reporting relationship(s) among the proposed team members identified;

3.5.3.2.4. describe any previous projects where the proposed team members have worked together on past projects effectively;

3.5.3.2.5. Key Personnel (maximum 2 pages per individual).

For the Prime Consultant and each of the Sub-consultants, provide resumes for each of the key personnel:

3.5.3.2.5.1. commenting on their ability, expertise, experience and suitability for this Project based on the Project needs; and

3.5.3.2.5.2. describing how the individual contributes to the Project, functioning as a team member working collaboratively throughout the Project and within the design-bid-build project delivery method

3.5.4. Work Plan / Methodology / Implementation

The Proposal should include a description of how the Proponent intends to provide the Services. The description should include:

3.5.4.1. A Work Plan and Schedule:

3.5.4.1.1. Proponents should provide a detailed project work plan and schedule which outlines the Proponent's plan for proceeding with the various stages of the Services. The work plan and schedule should include sufficient detail to ensure that the merits of the work plan and schedule and the likelihood of success can be evaluated. It should further include information on specific activities, tasks and timeframes and allocated human resources for each activity and stage of the Services. **The successful Proponent's work plan and schedule (as may be revised by negotiations) will become part of the Agreement as Schedule "D".**

3.5.4.2. Project Management Methodology:

Proponents should describe their project management methodology, including:

3.5.4.2.1. methods of cost control throughout all stages of the Project;

3.5.4.2.2. method of schedule control throughout all stages of the Project, including but not limited to, establishing and tracking of milestones, provision of adequate consultant resources to the Project within the current and future workloads of the Prime Consultant and Sub-consultant entities; and

3.5.4.2.3. information on monitoring and reporting systems, performance measurements and quality control.

3.5.4.3. Manitoba Resources:

3.5.4.3.1. Proponents should identify any resources or inputs that must be provided by either Manitoba Housing or the Government of Manitoba in order for the Proponent to ensure timely completion of the Services.

3.5.4.4. Risk Assessment and Mitigation Plan:

3.5.4.4.1. Proponents should provide a detailed assessment of the potential risks and a mitigation plan for ensuring the Services are delivered in accordance with the requirements of this NRFP.

3.5.5. Reference Projects and References:

3.5.5.1. The Proponent must list at least three (3) up to a maximum of five (5) reference projects, preferably about projects that are comparable in size, scope, nature and complexity to the Services which were provided within the last five (5) years.

3.5.5.2. The list of reference projects should demonstrate the Proponent's capabilities and suitability for completing the scope of Services required for this Project. For each project reference listed, the following information should be provided:

- 3.5.5.2.1. a brief description of the project;
- 3.5.5.2.2. name of the entity for whom the project was done;
- 3.5.5.2.3. the year the project was started;
- 3.5.5.2.4. the year the project was completed;
- 3.5.5.2.5. the nature and scope of the work performed (highlight the similarities, if any, to this Project);
- 3.5.5.2.6. identify which of the proposed team members for this Project were involved in each project and identify what their roles and responsibilities were;
- 3.5.5.2.7. identify the value;
- 3.5.5.2.8. commencement budget;
- 3.5.5.2.9. final budget.
- 3.5.5.3. The Proponent must also identify at least three (3) individuals who may be contacted by Manitoba Housing for information on the Proponent's performance (and Sub-consultant's performance) in the projects listed in this section. For each reference the following information should be provided:
 - 3.5.5.3.1. name of primary contact and position;
 - 3.5.5.3.2. telephone number for primary contact and entity;
 - 3.5.5.3.3. e-mail address for primary contact.
- 3.5.5.4. In addition to contacting the references for the purpose of checking the Proponent's record of past performance (see 5.2.4 of this NRFP), Manitoba Housing, at its discretion, reserves the right to check the Proponent's record of past performance with any other sources identified by Manitoba Housing without prior notice to the Proponent. If the references provide information that overall discloses a material discrepancy between what the Proponent has indicated and what the references indicate, Manitoba Housing may disqualify the Proponent and check the references of the next ranked Proponent.
- 3.5.6. Status in Relation to Manitoba (complete Appendix 3)
 - 3.5.6.1. The Proponent must provide a completed and signed Status in Relation to Manitoba Form (using the form provided in Appendix 3).
 - 3.5.6.2. This form includes a statement about real, potential or perceived conflicts of interest of any entity that will provide the Services including all proposed Sub-consultants of the Proponent. If a Proponent is in doubt as to whether individuals or circumstances give rise to a conflict of interest, the Proponent should consult the person identified in 3.3.1 of this NRFP prior to submitting a Proposal.

- 3.5.7. Fee Submission (complete Schedules “B” and “C”)
- 3.5.7.1. The Proponent must provide a completed Schedule “B” - Basic Services Fee Submission (using the form attached to the Form of Agreement in Appendix 4).
- 3.5.7.2. The Proponent must provide a completed Schedule “C” – Additional Services Hourly Rates (using the form attached to the Form of Agreement in Appendix 4).
- 3.5.7.3. The Proponent must indicate all prices in Canadian dollars.
- 3.5.7.4. Applicable taxes are to be identified separately in the space provided, and included in the extended cost as indicated.
- 3.5.7.5. To help determine how retail sales tax (RST) applies to engineering and architectural design services that relate to Manitoba, see:
- 3.5.7.5.1. Manitoba Finance Information Bulletin 058 – Engineering Design Services, available online at <https://www.gov.mb.ca/finance/taxation/pubs/bulletins/058.pdf>; and
- 3.5.7.5.2. Manitoba Finance Information Bulletin 060 – Architectural Design Services, available online at <https://www.gov.mb.ca/finance/taxation/pubs/bulletins/060.pdf>.
- 3.5.7.6. Manitoba Housing certifies that the Services for which an Agreement will be established, will be purchased under the Agreement by Manitoba Housing with Crown funds and therefore will not be subject to the federal goods and services tax (GST). The Proponent must not include GST in any fees, prices or estimates quoted.
- 3.5.7.7. See Schedule “B” - Basic Services Fee Submission and Schedule “C” – Additional Services Hourly Rates for further instructions regarding fee submissions. If a Proponent has any questions about how to fill out Schedule “B” or “C”, the Proponent should consult the person identified in 3.3.1 of this NRFP.
- 3.5.7.8. **Please note:** When delivering the Services the Prime Consultant is required to have the insurance coverage as set out in the Agreement (see Appendix 4 of this NRFP, sections 10.4 to 10.10 of the Form of Agreement). Proof of insurance will be required before an Agreement is signed.
- 3.5.7.9. Proponents are advised to carefully review the evaluation criteria (see Section 5.0) and mandatory requirements prior to preparing their Proposals in response to this NRFP.

3.6. Amendment of Proposal

- 3.6.1. Proponents may amend Proposals submitted prior to the Submission Deadline by deleting their existing Proposal from MERX EBS System and submitting a new Proposal to replace the Proposal previously submitted by the Proponent.
- 3.6.2. All such amendments must be signed by the Proponent or a representative of the Proponent who has the authority to bind the Proponent. Any amendment received after the Submission Deadline will not be accepted. It is solely the Proponent’s responsibility

to ensure that any amendment is submitted to the MERX EBS System prior to the Submission Deadline.

3.7. Withdrawal of Proposal

- 3.7.1. A Proponent may withdraw a submitted Proposal at any time throughout the NRFP process prior to the execution of the Agreement. To withdraw a Proposal before the Submission Deadline, Proponents may withdraw it from the MERX EBS System portal. To withdraw a Proposal after the Submission Deadline, a written notice of withdrawal must be sent to the Manitoba Housing Contract Administrator at the address noted in 3.3.1 of this NRFP and must be signed by an authorized representative of the Proponent. Manitoba Housing is under no obligation to return Proposals that are withdrawn after the Submission Deadline.

4.0 NRFP Terms and Conditions

A Proponent must clearly understand, and by submitting a Proposal agree, that its Proposal is subject to the following terms and conditions, in addition to any other terms and conditions set out in this NRFP:

4.1. Proposal Ownership and Confidentiality

- 4.1.1. Proposals, once submitted, become the property of Manitoba Housing. All Proposals will be kept in confidence by Manitoba Housing subject to such disclosure as may be required for internal approvals and process or under the provisions of *The Freedom of Information and Protection of Privacy Act* or *The Personal Health Information Act* or other law, or to satisfy a court order.

4.2. Supplier Confidentiality and Non-Disclosure Agreement

- 4.2.1. Proponents will acquire certain non-public, confidential or proprietary information pertaining to a project. Such information must be kept confidential and must not be disclose to any employee, consultant or third party unless they have executed and agreed to be bound by the terms of the agreement. Manitoba Housing grants no rights to the confidential information. All confidential information shall remain the sole property of Manitoba Housing.
- 4.2.2. Prior to awarding, the successful proponent must provide a completed and signed Supplier Confidentiality and Non-Disclosure Agreement. The Supplier Confidentiality and Non-Disclosure Agreement can be found at: <http://www.gov.mb.ca/housing/mh/pubs/for-41-supplier-confidentiality-agreement-and-non-disclosure-agreement.pdf>

4.3. Security Search Declaration

- 4.3.1. The successful proponent shall obtain and maintain a Criminal Record Searches, Child Abuse Registry Searches, and Adult Abuse Registry Searches prior to the contract award for delivery of services at occupied Manitoba Housing premises and provide to Manitoba Housing a signed Declaration Form stating its sub consultant(s), officers,

employees, or agents are clear of any pending charges and have acceptable record searches as defined below

4.3.2. Acceptable search:

4.3.2.1. An acceptable Criminal Record Search may contain Summary Conviction Offences providing there are only two (2) or less convictions in the last two (2) year period and the Summary Convictions are not crimes against persons or theft. Indictable Offence Convictions of any nature are not acceptable.

4.3.2.2. An acceptable Child Abuse Registry Search and Adult Abuse Registry Search must be clear of any convictions.

4.3.3. From time to time Manitoba Housing may choose to audit the Proponents records for the purpose of verifying compliance to Section 4.3. Manitoba Housing will provide a minimum five (5) day notice for scheduling the on-site audit. Manitoba Housing reserves the right to deny the Proponent's employees and sub consultants based on the requirements set out in this Agreement

4.4. Conflict of Interest

4.4.1. Manitoba Housing may reject any Proposal if Manitoba Housing, in its sole discretion, determines that an actual or potential conflict of interest exists.

4.5. Amendment of NRFP

4.5.1. Manitoba Housing may amend or clarify this NRFP by one or more addenda issued before the Submission Deadline. Manitoba Housing will not issue an addenda later than 48 hours before the Submission Deadline except for an addenda which extends the Submission Deadline.

4.6. Cost of Proposals

4.6.1. Proponents are responsible for all costs incurred by them in preparing, and submitting Proposals.

4.7. No Contract A and No Claims

4.7.1. This NRFP process is not intended to create and shall not create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

4.7.1.1. this NRFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and;

4.7.1.2. neither the Proponent nor Manitoba Housing shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the outcome of the NRFP process, including any decision by Manitoba Housing to enter into an

Agreement with a Proponent, any decision by Manitoba Housing not to enter into an Agreement with a Proponent or a decision by a Proponent to withdraw its Proposal.

4.8. No Contract until Execution of Written Agreement

4.8.1. This NRFP process is intended to identify prospective service providers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and Manitoba Housing by this NRFP process until the successful negotiation and signing of a written Agreement for the acquisition of the Services.

4.9. Non-binding Price Estimates

4.9.1. While the pricing information provided in Proposals will be non-binding prior to the signing of a written Agreement, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of Manitoba Housing to enter into an Agreement for the Services.

4.10. Cancellation of NRFP

4.10.1. Manitoba Housing may cancel this NRFP at any time, with no liability whatsoever to any Proponent.

4.11. Interpretation and Governing Law

4.11.1. These NRFP Terms and Conditions (Section 4.0):

4.11.1.1. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

4.11.1.2. are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

4.11.1.3. are to be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada as applicable.

5.0 Proposal Evaluation and Selection

5.1. Evaluation Committee

5.1.1. The evaluation committee will be comprised of representatives from Manitoba Housing.

5.1.2. By submitting a Proposal, the Proponent understands that all decisions on the degree to which a Proposal meets the evaluation criteria are solely within the purview and judgment of the evaluation committee. The decision of the evaluation committee is final.

5.2. Evaluation Process and Criteria

5.2.1. Step 1: Assessment of Mandatory Submission Requirements

5.2.1.1. Proposals received by the Submission Deadline will be assessed to determine which fulfil the mandatory submission requirements.

5.2.1.2. The mandatory submission requirements are as follows:

Section	Mandatory Submission Requirements	Pass/Fail
1.2	Attended Mandatory Site Visit	
3.5.1	Completed and Signed Submission Form (Appendix 2)	
3.5.5	At least three (3) project references	
3.5.6	Completed and Signed Status in Relation to Manitoba Form (Appendix 3)	
3.5.7.1	Completed and Signed Basic Services Fee Submission (Schedule "B")	
3.5.7.2	Completed and Signed Additional Services Hourly Rates (Schedule "C")	

5.2.1.3. If a Proposal fails to satisfy any of the mandatory submission requirements (numbers 1.2 through 3.5.7.2 in the chart above), Manitoba Housing will issue a rectification notice to the Proponent. The rectification notice will identify the deficiencies and provide the Proponent with a period of three (3) business days (the "**Rectification Period**") to rectify the identified deficiencies. If the Proponent fails to satisfy these mandatory submission requirements within the Rectification Period, its Proposal will be excluded from further consideration. The Proponent will not be permitted to rectify the requirement to attend the mandatory site visit within the Rectification Period.

5.2.2. Step 2: Evaluation of Proposals and Ranking of Proponents

5.2.2.1. Each Proposal that fulfils the mandatory submission requirements will be evaluated in accordance with the criteria and points allocated to each criterion as follows:

Section	Evaluation Criteria	Low	Med	High
		Points		
3.5.3	<u>Proponent Information – Profile and Project Team</u> <ul style="list-style-type: none"> Proponent provided detailed company profile including information about their experience in providing services 	25	30	30

	<p>comparable to those requested in NRFP within the last 3-5 years;</p> <ul style="list-style-type: none"> • Proponent provided an organization chart of the proposed project team; • Proponent identified sub-consultants and key personnel (individuals), their roles and responsibilities and the percentage of time each team member will devote to the project; • Proponent identified reporting relationships among identified team members and described any previous projects where proposed team members have worked effectively together; • Proponent provided resumes for each key personnel, including their own staff and sub-consultants, detailing their ability, expertise, experience, suitability for this Project and how each individual will contribute including working collaboratively throughout the Project. 			
<p>3.5.4</p>	<p><u>Work Plan / Methodology / Implementation</u></p> <ul style="list-style-type: none"> • Proponent provided a detailed project work plan and schedule outlining the plan for proceeding with various stages of the Services; • The work plan and schedule contained sufficient detail to demonstrate success of the project; • Proponent provided information on specific activities, tasks, timeframes and resources required for each activity and stage of the Services; • Proponent described project management methodology including method of cost control throughout the Project, method of schedule control throughout the Project and monitoring and reporting systems, performance measurements and quality control throughout the Project; • Proponent identified resources or inputs that must be provided by Manitoba Housing to ensure timely completion of the Services; • Proponent provided a detailed assessment of potential risks and a plan 	<p>30</p>	<p>30</p>	<p>35</p>

	to mitigate risks ensuring the Services are delivered in accordance with NRFP requirements;			
3.5.5	<p><u>Reference Projects and References</u></p> <ul style="list-style-type: none"> • Proponent provided 3 to 5 reference projects comparable in size, scope, nature and complexity to the Services required for this Project that were successfully completed within the last 5 years; • Reference projects demonstrate the Proponent's capabilities and suitability for completing the scope of Services required for this Project; • Reference projects included a description of the project, project owner and year the project was completed, nature and scope of work performed, similarities, if any, to this Project, identified proposed team members for this project involved in each of the reference projects including their roles and responsibilities; • Proponent provided contact information, including contact name, phone number and e-mail address, for reference projects. 	5	5	5
Overall Impact	<p><u>Definitive and Measurable Impact</u></p> <ul style="list-style-type: none"> • Proposal is well written in a clear, concise and organized manner, in the same sequences as the documents and information set out in Section 3.5. • Proponent specified clear project key deliverables based on NRFP requirements; • Proponent provided acceptable and realistic performance measurement and quality control; 	5	5	5
Schedule B Table 1	<p><u>Basic Services Fee Proposal</u></p> <ul style="list-style-type: none"> • Proponent's Basic Services Fee Submission must be formatted according to instructions contained in Schedule B, attached to the Form of Agreement in Appendix 4. 	35	30	25

Total Available Points	100
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5.2.2.2. Total points will be calculated for each Proposal and Proponents will be ranked in order of highest to lowest total points.

5.2.3. Step 3: Concurrent Negotiations and Best and Final Offer (BAFO) Process

5.2.3.1. Manitoba Housing may enter into concurrent negotiations with up to the top three (3) highest scoring Proponents. During these concurrent negotiations, Manitoba Housing will provide each Proponent with any additional information and will seek further information and proposal improvements from each Proponent. After the expiration of the concurrent negotiation period, each of the highest scoring Proponents will be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to Manitoba Housing.

5.2.3.2. Each BAFO will be evaluated against the same criteria set out in Section 5.2 Evaluation Criteria, Step 2 above and the Proposals will be ranked in order of highest to lowest total points.

5.2.3.3. Option not to Engage in Concurrent Negotiations and BAFO

5.2.3.3.1. If, after the completion of Step 2, there is a difference of greater than twenty percent (20%) between the total points of the top-ranked Proponent and the total points for the second-ranked Proponent, Manitoba Housing may choose not to engage in the BAFO process and may proceed directly to final negotiations with the top-ranked Proponent as set out in Section 5.3 of this NRFP.

5.2.4. Step 4: Assessing Status in Relation to Manitoba and Past Performance

5.2.4.1. A Proponent's status in relation to Manitoba and record of past performance will be a factor in Manitoba's determination of the Proponent's qualifications to provide the Services. The status in relation to Manitoba and record of past performance of the top-ranked Proponent will be assessed.

5.2.5. Status in Relation to Manitoba (Appendix 3)

5.2.5.1. If money is owed to Manitoba Housing, the Government of Manitoba or any Crown corporation of Manitoba by a Proponent or proposed Sub-Consultant or if Manitoba Housing, in its sole discretion, determines that a conflict of interest or perceived conflict of interest or a dispute or pending dispute is of such a nature that, it would be inadvisable for Manitoba Housing to enter into an agreement with the Proponent, Manitoba Housing may disqualify a Proponent.

5.2.5.2. If a Proponent is disqualified on the basis of its status in relation to Manitoba, Manitoba Housing may proceed to assess the status in relation to Manitoba of the next-best-ranked Proponent. If the top ranked Proponent passes this review, past performance will be assessed.

5.2.6. Past Performance

5.2.6.1. At a minimum, Manitoba Housing will contact the first three references provided by the top-ranked Proponent and may consult staff of a department, branch or division

of the Government of Manitoba; a Manitoba Crown corporation or agency; or an academic institution, health authority or other entity providing education, health or social services funded by Manitoba; who have had dealings with the Proponent or proposed Sub-consultants.

5.2.6.2. Manitoba Housing may determine, in its sole and absolute discretion, that a Proponent's record of past performance is unsatisfactory based on any of the following factors:

5.2.6.2.1. a Proponent or proposed Sub-consultant is debarred from participating in the public procurement process of any of the following:

5.2.6.2.1.1. a department, branch or division of Manitoba;

5.2.6.2.1.2. a Manitoba Crown Corporation or agency, or

5.2.6.2.1.3. an academic institution, health authority or other entity providing education, health or social services funded by Manitoba.

5.2.6.2.2. a Proponent's performance of a project or agreement for which a reference was checked by Manitoba was unacceptable, deficient, improper, incomplete or late according to such reference.

5.2.6.2.3. a Proponent or proposed Sub-consultant is a party to a legal proceeding that discloses or concerns improper, incomplete or negligent implementation of a project or part of a project or failure to comply with the term or condition of the agreement governing the project, and such legal proceeding has been initiated by any of the following:

5.2.6.2.3.1. a department, branch or division of Manitoba;

5.2.6.2.3.2. a Manitoba Crown Corporation or agency; or

5.2.6.2.3.3. an academic institution, health authority or other entity providing education, health or social services funded by Manitoba.

5.2.6.2.4. a Proponent or proposed Sub-consultant has initiated a legal proceeding against any entity listed in clauses 5.2.6.2.3.1, 5.2.6.2.3.2 or 5.2.6.2.3.3 above, and Manitoba Housing is of the opinion that its existence is likely to adversely affect working relationships on the Project or under the Agreement.

5.2.6.3. If Manitoba Housing determines that a Proponent's record of past performance is unsatisfactory, Manitoba Housing may in its absolute discretion, disqualify the Proponent and reject its Proposal.

5.2.6.4. If a Proponent is disqualified on the basis of past performance, Manitoba Housing may proceed to assess the past performance of the next-best-ranked Proponent.

5.3. Negotiation of Agreement

- 5.3.1. Manitoba Housing may invite the top-ranked Proponent, as determined through the evaluation process, to enter into negotiations to finalize the Agreement.
- 5.3.2. The terms and conditions found in the Form of Agreement set out in Appendix 4 of this NRFP are to form the basis for commencing negotiations between Manitoba Housing and the Proponent.
- 5.3.3. Negotiations may include requests by Manitoba Housing for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by Manitoba Housing for improved pricing or performance terms from the Proponent.
- 5.3.4. Manitoba Housing intends to conclude negotiations with the top-ranked Proponent within a period of [insert # of days] commencing from the issuance of the invitation to enter negotiations. If the parties cannot conclude negotiations and finalize the Agreement within that time period, Manitoba Housing may discontinue negotiations with the top-ranked Proponent and invite the next-best-ranked Proponent to enter into negotiations. This process shall continue until:
 - 5.3.4.1. an Agreement is successfully negotiated and finalized;
 - 5.3.4.2. there are no more eligible Proponents remaining; or
 - 5.3.4.3. Manitoba Housing elects to cancel the NRFP process.
- 5.3.5. If Manitoba Housing and a Proponent successfully negotiate the Agreement, Manitoba Housing will prepare the finalized Agreement for signing by both parties. There will be no legally binding relationship created with any Proponent prior to the signing of the Agreement, and the performance of the Services will not commence until the Agreement is fully signed by both the Proponent and Manitoba Housing.

5.4. Notification to Proponents

- 5.4.1. A Proponent that is disqualified during the evaluation process will be notified of the disqualification.
- 5.4.2. Manitoba Housing will notify all Proponents of the outcome of the NRFP process, after the Agreement is signed.
- 5.4.3. If Manitoba Housing decides not to enter into an Agreement with any Proponent, all Proponents will be given written notice of decision.

6.0 Project Overview

6.1. Project Overview Description

6.1.1. [Insert brief description of the Project]

6.2. Project Budget

6.2.1. The construction budget for the Project has been estimated at approximately \$ XXXXX. This includes all applicable taxes, cash allowances if required and a construction contingency.

6.3. Project Delivery Method

6.3.1. It is anticipated that Manitoba Housing will use a design-bid-build project delivery method for the Project. Manitoba Housing will be responsible for issuing the construction documents to general contractors for competitive tender once all the construction documents, design drawings and specifications in current National Master Format (NMS) have been prepared by the Prime Consultant. Manitoba Housing intends to enter into a contract with a general contractor to undertake the work using the standard CCDC 2 (2008) Stipulated Price Contract and Manitoba Housing's Supplemental Terms and Conditions. Manitoba Housing reserves the right to change, alter or cancel the project delivery method.

APPENDIX 1
SCOPE OF WORK
Project Name: **XXXXXXXXXX**