

Request For Proposal (RFP)

Section I – Purpose and Content

1.1 The Town of Powerview-Pine Falls (Town) invites qualified suppliers to submit proposals for the design and construction of high rise residential condominiums on Town owned waterfront property, in accordance with the terms of this Proposal Call.

Services to include, but not limited to:

- Preliminary design (site, soil, code, zoning, cost implications)
- Design (sketches, options, client consultation, market implications and sketch plans and cost testing)
- Working Drawings for tender of final pricing prior to construction (Structural, Mechanical, Electrical, Engineering and coordination included)
- Tendering
- Contract Administration and “Certification” for payment to the contractor and for contract “Substantial Completion”

Section II – Instructions to Bidders

2.1 Proposals will be accepted up to 4:00 p.m. on October 31st, 2008 at the Town Municipal Office only. Proposals received after the above closing time and date will not be considered and will be returned to the bidder.

2.2 Proposals should be submitted in duplicate and in a sealed envelope bearing the name and address of the bidder and clearly marked on the outside:
“Proposal for Condominium Development, RFP #1-2008.”

2.3 As a convenience to bidders, proposals may be submitted by facsimile to 1-204-367-4747 (one copy of priced pages only), or by email to caopvpf@mts.net , providing that the original of the faxed (emailed) proposal dated no later than the proposal closing date is received by the Town within twenty-four (24) hours of closing time. However, the Town accepts no responsibility or liability for misdirected, unreadable, incomplete or confidential facsimile bids or electronic mail questions and it is the sole responsibility of the bidder to ensure their transmission has been received by the

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authorized representative of the Town in a timely manner. By faxing bids or emailing questions, the bidder specifically waives any right of confidentiality in the transmission.

2.4 Proposal documents must be completed in accordance with the requirements of the RFP documents and no amendment to change to proposals will be accepted after the closing date and time.

2.5 Proposals shall be irrevocable for sixty (60) days following close of bidding and shall be retained by the Town.

2.6 Proposals shall be originally and irrevocably signed by an authorized representative of the bidder when submitted. Upon award (if any), the successful bidder will be required to supply proof satisfactory to the Town of appropriate authorization to bind the bidder.

2.7 Questions regarding this RFP may be submitted in writing (fax, mail or email only) up to forty-eight (48) hours prior to the closing time and date to the Chief Administrative Officer Marlene Watson only.

Should the question be considered relevant to all bidders, the Town will provide both the question and the written answer to all known bidders. Bidders are solely responsible for ensuring the Town has a current address and fax number on file for the bidder.

2.8 In the event the bidder decides not to submit a proposal, they are requested to advise the Town in order to remain on the bidder's list.

2.9 In the event the bidder cannot comply with any term, condition, or requirement of this RFP, such non-compliance must be clearly noted on the bidders' letterhead and submitted with the proposal. Bidders are cautioned that such non-compliance may result in disqualification of the bidder's proposal, in the sole discretion of the Town.

No allowance will be made for un-noted non-compliance of any kind by the bidder.

2.10 All questions and communication regarding this RFP shall be directed only to: Chief Administrative Officer Marlene Watson, Town of Powerview-Pine Falls, Box 220

POWERVIEW MB ROE 1P0 email: caopvpf@mts.net, phone: 1-204-367-8483 cell: 1-204-345-4679 fax: 1-204-367-4747.

No other representative of the Town is to be contacted regarding this RFP. The Town accepts no responsibility for, and the bidder agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the Town.

2.11 While the Town will not consider more than one bid from a bidder under the same or different names, the Town is prepared to consider, in addition to the original bid, alternative bids submitted with the same bid package providing such are clearly marked as alternatives.

2.12 Bidders are cautioned that proposals will be solely evaluated upon the disclosed evaluation criteria and no linkage of offers to donations or similar arrangements will be considered.

2.13 The International Sale of Goods Act does not apply to this RFP or any contract formed as a result of this RFP.

2.14 The laws of the Province of Manitoba shall apply to this RFP and any contract formed as a result of this RFP and the Courts of Manitoba shall have exclusive jurisdiction over any contract formed as a result of this RFP.

2.15 The Town's name, logo, crest, etc. Shall not be used without the prior written consent of the Town.

Section III – Evaluation and Award

3.1 The Town intends to award a contract to the bidder whose proposal offers the best value to the Town. However, the Town is under no obligation to award any contract in whole or in part and the Town reserves the right in its sole discretion to cancel this RFP process at any time before or after closing without providing reasons for such cancellation.

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3.2 All proposals will be evaluated upon the following criteria:

- a) price
- b) delivery
- c) specifications and serviceability
- d) warranties and service
- e) such other factors as may be described elsewhere in the RFP

3.3 Any award made by the Town shall be made in writing and shall be subject to the availability of funding at the time of award (if any).

3.4 In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total bid prices and words shall govern over numbers.

3.5 In order to obtain the most advantageous offer for the Town, the Town reserves the right in its sole discretion:

- a) To waive irregularities and/or minor non-compliance by any bidder with the requirements of the RFP
- b) To request clarification and/or further information from one or more bidders after closing without becoming obligated to offer the same opportunity to all bidders;
- c) To enter into negotiations with one or more bidders without being obligated to negotiate with, or offer the same opportunity to all bidders

Bidders are advised however, to submit a complete offer as their bid. Any waiver, clarification or negotiation will not be considered as an opportunity for bidders to correct errors in their bids.

3.6 The Town shall not be responsible for any expenses or charges incurred by a bidder in preparing or submitting a proposal nor in providing any additional information considered necessary by the Town for evaluation of the proposals.

3.7 The Town reserves the right in its sole discretion to amend this RFP at any time prior to close of bidding and bidders are cautioned to ensure they have received all addenda (if any) prior to submitting a bid. Should the Town issue any changes to this RFP, the Town will endeavour to notify all bidders to whom the RFP has been issued.

Section IV - Award Contract

- 4.1 The award contract to the successful bidder (if any) shall include the terms of this RFP and the terms of the Town purchase order (a copy of which is available at www.powerview-pinefalls.com) together with those terms of the bidder's proposal which are not inconsistent with the Town's documents and which have been specifically accept by the Town.
- 4.2 The successful bidder (if any) may not assign or subcontract any of the award contract without the prior written consent of the Town.
- 4.3 The successful bidder (if any) shall indemnify the Town, its Council, employees and/or agents from all damage, damages, losses, costs, claims, demands, actions, suits, or proceedings which may arise directly or indirectly as a result of the negligent or wrongful acts or omissions of the successful bidder (if any), its employees agents and/or servants in the performance or purported performance of any of its obligations under the contract, whether or not such claims are initiated by third parties or arise between the parties.
- 4.4 The successful bidder (if any) shall carry at all times during the performance of the work commercial general liability insurance with a limit of not less than \$3,000,000.00 inclusive per occurrence for bodily injury (including death) and damage to property including loss of use thereof. Such insurance shall at a minimum include coverage of broad form property damage, contractual liability, completed operations and product liability, and automobile liability (owned and non-owned), and such other types of insurance as would be carried by a prudent person performing such contract work and as the Town may from time to time require.

The Town shall be named as an additional insured without right of subrogation in all policies of insurance.

All such policies of insurance shall provide that the Insurers shall give at least thirty (30) days written notice to the Town prior to any cancellation, material changes, or amendments restricting coverage of any policy or policies.

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The successful bidder (if any) shall provide a certificate of such insurance to the Town as a condition of receiving the award within five (5) days of notification of award or prior to commencing the work, whichever is sooner.

- 4.5 The successful bidder (if any) shall at all relevant times be registered with the Workers Compensation Board of Manitoba and submit its WCB number together with a letter from the Board indicating there are not outstanding fees, fines, claims or debts due on the Contractor's WCB account, to the Town prior to the commencement of work.
- 4.6 The successful bidder (if any) shall adhere to the Manitoba Workplace Safety and Health regulations.
- 4.7 The successful bidder (if any) shall warrant its work and/or products for a period of not less than one (1) year from completion, installation or supply against all defects and deficiencies in manufacture, workmanship and installation. The successful bidder (if any) shall also promptly remedy or replace any defect or deficiency, in the goods or services as solely determined by the Town upon notice from the Town to do so, and at no cost to the Town.
- 4.8 Any products supplied and installed by the successful bidder (if any) shall be installed in such a manner as to preserve any and all manufacturer's warranties, for the benefit of the Town.
- 4.9 The Town and the successful bidder (if any) acknowledge and agree that they are independent contractors in a contract for goods and/or service and no employer – employee, partnership nor agency relationship is intended or created by their agreement.
- 4.10 Notwithstanding the above, while at the Town, personnel of the successful bidder (if any) must observe all regulations and policies of the Town including parking and traffic regulations.
- 4.11 In addition to any rights of termination at law or in equity, the Town has the right to terminate any contract formed with the successful bidder (if any) upon written notice to the successful bidder.