

Manitoba Housing

Request for Standing Offer/Service Agreement



Type of Work: [Redacted]

Location/s: [Redacted]

RFSO / RFSA #: 20XX-XXXX-SA-XXXX

Issued by: Manitoba Housing

Issue Date: Day, Month Date, Year

Bidders Conference/ Site Visit: Day, Month Date, Year
XX:00 a/p.m. Central Standard/Daylight Time

Submission Deadline: Day, Month Date, Year
XX:00:00 a/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. Introduction

1.1 Purpose and Scope

1.1.1 Manitoba Housing requires a/multiple Standing Offers/Service Agreements for the supply of goods and services to enter type of work needed here. The Services includes, but is not limited to, enter short description of work/ deliverables here to be performed at enter location(s) here.

1.1.2 Manitoba Housing invites qualified bidders to submit a bid on Schedule A – Price Form for the supply of the goods (if any) and services described in Appendix 1 – Scope of Work. The description of goods and services sets out the minimum requirements of Manitoba Housing. Submissions should meet the minimum requirements and may, in addition, include goods, services or terms that exceed the minimum requirements.

1.1.3 The Standing Offer(s)/Service Agreement(s) shall be for a period of enter time of initial term with an anticipated commencement date of enter anticipated contract start date. Manitoba Housing reserves the right to extend this Agreement for enter number of optional extensions (eg. Two (2)) optional enter extension terms year(s) extensions.

1.1.4 The requirement is subject to the provisions of the [Canada-European Union Comprehensive Economic and Trade Agreement \(CETA\)](#), and the [Canadian Free Trade Agreement \(CFTA\)](#).

1.2 Definitions

1.2.1 Agreement means the formal written agreement to provide goods and/or services to be entered into by Manitoba Housing and the successful bidder (if any).

1.2.2 Bid means the response to this RFSA/O made by a bidder.

1.2.3 Bidder means the entity or person that makes a bid.

1.2.4 Call up a request for delivery of a good or service from a supplier under contract with Manitoba Housing; also known as a Release, or a Release Purchase Order.

1.2.5 Contractor Bidder Bidder selected to provide goods or services to Manitoba Housing. Also known as the successful bidder, companies that have a direct contractual relationship with Manitoba Housing.

1.2.6 Goods any moveable property. It includes raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a general construction contract.

1.2.7 RFSA means the Request for Service Agreement in respect of the services which includes all addenda that may be issued in respect of the RFSA prior to the submission deadline.

1.2.8 RFSD means the Request for Standing Offer in respect of the goods or/and services which includes all addenda that may be issued in respect of the RFSD prior to the submission deadline.

1.2.9 Services means the Work, tasks, activities, materials and other deliverables to be performed or provided by the bidder as more particularly described in this RFSA/O and required by the project.



- 1.2.10 Sub-contractor means a person or entity having a direct contract with the Contractor to perform a part or parts of the Goods or Services that are subject of this RFSA/O.
- 1.2.11 Submission Deadline means the date and time set out on the title page of this RFSA/O or any amendment to that date and time made by Manitoba Housing by way of addendum to that date and time.

1.3 Bidders Conference/Site Visit

Bidders Conference / Site Visit

Bidders and their respective sub consultants must attend a bidders conference/site visit on the following specified date, time and location:

Date: XXXX XX, 2XXX

Time: XX:XX a/p.m. Central Standard/Daylight Time

Location: enter address (include town/ city) of bidder's conference / site visit

Sub Consultant Attendance is: Mandatory / Optional

Sub Contractor Attendance is: Mandatory / Optional

Bidders conference/site visit begins promptly at the time, date and location specified above. Bidders that arrive more than ten (10) minutes late may be disqualified from this procurement process.

Bidders and sub consultants are required to sign in when they arrive. Bidders submitting a bid must attend and sign-in for their bid to be compliant. No exceptions to this will be permitted.

This will be the only opportunity during the bidding phase for a viewing of inside of the building. Bidders are not to directly contact building staff.

All questions and enquiries from the bidders conference / site visit must be submitted to the Manitoba Housing contact person prior to the date and time as per section 3.3.

Representatives of your firm attending a site visit on a construction site must provide and wear appropriate Personal Protective Equipment.

Bidders must not rely on information received from Manitoba Housing's representatives or other third parties at the site viewing unless the Manitoba Housing Contact provides the information in writing.

2. Scope of Standing Offer/Service Agreement

2.1 Goods and/or Basic Services

- 2.1.1 The Contractor will be required to provide goods and/or full scope of basic services as specified in APPENDIX 1 – SCOPE OF WORK (attached to the Agreement in Appendix 10).

2.2 Additional Services

2.2.1 The successful bidder may also be required to provide additional services, within the scope of work, as may be agreed upon in writing by the Contractor and Manitoba Housing in accordance with the agreement.

2.2.2 The additional services, if any, will be provided on an **hourly basis or on a fixed fee basis** as further described in Schedule A, Table 2 – Additional Services Hourly Rates.

2.3 Use of Sub-Contractors

2.3.1 The use of sub-contractors is acceptable, providing the sub-contractors report directly to the bidder and the bidder agrees to be held responsible for the actions and performance of these sub-contractors and their respective officers, employees or agents. Sub-contractors, if to be used, must be identified in a bidder's bid as part of their submission of this **RFSA/O** and cannot be changed without written approval of Manitoba Housing. Where no list of sub-contractors is submitted, it is deemed that the bidder will use its own forces to perform the services.

2.4 Licensing and Registration Requirements

2.4.1 The Bidder shall provide individuals who are licensed, certified, registered, or otherwise authorized to provide the necessary 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.

2.4.2 The successful bidder shall be required to maintain such license and registration requirements throughout the term of the Agreement.

3. Bidder's Instructions

3.1 Submission Deadline

3.1.1 Submission deadline is set out on the title page to this **RFSA/O**. 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 Bid Submission

3.2.1 MERX Electronic Bid Submission

3.2.1.1 Bid submission **must/may** be submitted electronically, prior to submission deadline, through MERX at www.merx.com/manitobahousing, the Electronic Bid Submission ("EBS") system used by Manitoba Housing. **Bids submitted by personal delivery or courier, fax or email are not permitted and will not be considered.** It is solely the bidder's responsibility to ensure the bid submission is received by Manitoba Housing through the MERX EBS system before the submission deadline. Bids received after the Submission Deadline will not be accepted.

3.2.1.2 For assistance in using MERX, Bidders may watch the online Electronic Bid Submission tutorial: <https://www.merx4.merx.com/public/Help>. Alternatively, you can contact MERX customer service directly at 1-800-964-6379 or email: merx@merx.com.

3.2.1.3 It may take time to upload and submit large documents electronically. Bidders should allow sufficient time to upload and submit tender documents.

3.2.1.4 Bids must be submitted in Adobe PDF format unless otherwise stated.

3.2.2 Paper Submissions

3.2.2.1 Submissions may also be mailed, couriered or dropped off in a sealed envelope at the following location:

Bldg. No., Street

City/Town, MB, Postal Code

3.2.2.2 Envelope Submissions must:

3.2.2.2.1 include the RFSA/O number and project title on the envelope;

3.2.2.2.2 include Bidder's return address; and

3.2.2.2.3 be received prior to 2:00:00 p.m. Central Standard/Daylight Time on the submission deadline.

3.3 Submission Inquiries

3.3.1 All inquiries related to this RFSA/O must be directed, in writing by email, at least 5 business days before the Submission Deadline to:

XXXXXX

Contract Administrator

Manitoba Housing

Procurement

500-352 Donald Street

Winnipeg, MB R3B 2H8

Email: XXXXXX@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 Bidder has sent an inquiry and has not received an acknowledgement, the Bidder should follow up with Manitoba Housing. In any event, Manitoba Housing is not responsible if a Bidder'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 Bidders, it will be communicated in writing to all registered Bidders. The source of the inquiry will be kept confidential.
- 3.4 Submission Format
- 3.4.1 The tender content should be organized in the same sequence as the documents and information set out in Section 3.5 below.
- 3.5 Submission Content
- 3.5.1 Submission Form (Appendix 2)
- 3.5.1.1 The Submission Form provided in Appendix 2, must be fully completed and signed by a representative of the Bidder with the authority to bind the Bidder. The form may be put on a Bidder's letterhead and a different font may be used but must not otherwise be modified.
- 3.5.2 Bidder Qualification and Experience (Appendix 3)
- 3.5.2.1 Bidders must include a complete description of the experience and expertise of the Bidder in providing services of a similar nature and scope, or other experience and expertise that demonstrate the Bidder's ability to perform the services as described in this RFS A/O.
- 3.5.2.2 Bidders must identify, in Appendix 3, three (3) to five (5) projects of a similar scope and scale completed by the Bidder in the past 5 years. Each project must demonstrate the Bidder's ability to undertake the services. Bidders must provide a detailed description of any services provided to Manitoba Housing within the past five (5) years (if applicable). Representative projects from an individual or firm that is directly connected to the Bidder, or its principles, and may be presumed to obtain direct or indirect benefit from a master contract, if awarded, will be disallowed.
- 3.5.2.3 Bidders should note, Manitoba Housing reserves the right to contact any other person or persons known by Manitoba Housing to have obtained services from the Bidder within the last five (5) years for purposes of evaluating project references.
- 3.5.2.4 The successful Bidder shall provide the Contract Administrator with a complete list of employees and their certification/license numbers and sub-trades whom the Bidder proposes to engage.
- 3.5.2.5 Where the Work will be performed in occupied tenant buildings, the Contract Administrator may also request Bidders to supply a list of employees who will be on-site, along with a Criminal Record Search, Child Abuse Registry Search and Adult Abuse Registry Search for each of those employees. If the Bidder is using subcontractors to perform the Services on-site, they will be required to provide the names and Criminal Record Search, Child Abuse Registry Search and Adult Abuse Registry Search of those subcontractors.

- 3.5.2.6 If a Criminal Record Search, Child Abuse Registry Search and Adult Abuse Registry Search is so requested but not provided for any employee or subcontractors, such employee or subcontractor will not be allowed access to the tenant building or associated property.
- 3.5.3 Verification Questionnaire (Appendix 4)
- 3.5.3.1 Bidders must completely answer all the questions in Appendix 4 - Capacity Verification Questionnaire. The Bidder must be able to address all the key issues and provide satisfactory answers for each question. If applicable, the Bidder must clearly describe the procedure and logical steps to take when working on a specific project.
- 3.5.4 Organizational Summary (Appendix 7)
- 3.5.4.1 The Bidder must illustrate a comprehensive summary of the organization in a well-written, concise and logical manner confirming to the submission requirements. The summary should include:
- 3.5.4.1.1 a description of the Bidder's business including information about:
- (a) how the Bidder is organized to carry on business
 - (b) its location(s) and any service centres that will provide the Services
 - (c) the length of time the Bidder has been in the business
- 3.5.4.1.2 an organizational chart of the firm;
- 3.5.4.1.3 information such as the average volume of work;
- 3.5.4.1.4 the allocated capacity resource planning for each project; and
- 3.5.4.1.5 primary contact or principal-in-charge with associated contact information.
- 3.5.5 Quality of Product and Service (Appendix 8)
- 3.5.5.1 Bidder must provide a service plan that includes process and response time for after hour and emergency calls. The Bidder must also provide a lead time or a schedule that sufficiently demonstrates success of the project.
- 3.5.5.2 If requested, the Bidder must be able to provide sample product and specification sheet or sample report as part of the requirements.
- 3.5.5.3 If applicable, a reasonable warranty period must also be provided.
- 3.5.6 Status in Relation to Government (Appendix 5)
- 3.5.6.1 The Bidder must fully complete and submit the Status in Relation to Government form (using the form provided in Appendix 5). This form includes a statement about real, potential or perceived conflicts of interest of any entity that will provide the Services including all proposed subcontractors of the Bidder. If a Bidder is in doubt as to whether individuals or circumstances give rise to a conflict of interest, the Bidder should consult the Manitoba Housing Contract Administrator identified in Section 3.3 of this RFSA prior to submitting a Bid.

- 3.5.7 Certificate of Independent Tender Determination (Appendix 6)
 - 3.5.7.1 Bidder must provide the Certificate of Independent Tender Determination fully completed and signed in ink by an authorized representative of the company.
- 3.5.8 Price Form (complete Schedule A)
 - 3.5.8.1 The Bidder must provide a completed Schedule A - Price Form.
 - 3.5.8.2 The Bidder must indicate all prices in Canadian dollars.
 - 3.5.8.3 Applicable taxes are to be identified separately in the space provided, and included in the extended cost as indicated.
 - 3.5.8.4 Manitoba Housing certifies that the goods and/or 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 Bidder must not include GST in any fees, prices or estimates quoted.
 - 3.5.8.5 See Schedule A - Price Form, Table 2 – Additional Services Hourly Rates for further instructions regarding fee submissions. If a Bidder has any questions about how to fill out Schedule A, the Bidder should consult the person identified in Section 3.3 of this RFS A/O.
 - 3.5.8.6 Pricing for option year extension(s) are subject to negotiation between successful Bidder and Manitoba Housing. It is the expectation of Manitoba Housing that the successful Bidder take all measures and means necessary to control costs and avoid future year price increases. Should a price increase be unavoidable, a written justification with supporting data must be provided to Manitoba Housing prior to negotiations.
 - 3.5.8.7 Bidders are advised to carefully review the evaluation criteria (see Section 5) and mandatory requirements prior to preparing their tenders in response to this RFS A/O.
- 3.5.9 Additional Requirements (Appendix 12)
- 3.6 Amendment of Bid
 - 3.6.1 Bidders may submit a replacement bid at any time prior to the submission deadline by resubmitting an electronic bid replacing a withdrawn bid on MERX.
 - 3.6.2 Bidders may submit a replacement bid at any time prior to the submission deadline.
 - 3.6.3 Bids submitted electronically through the MERX portal may only be amended electronically through the MERX portal.
 - 3.6.4 Bids submitted by personal delivery, mail, or courier may only be amended in person at the location the bid was delivered to. Written proof must be provided authorizing the person to act on behalf of the Bidder.
 - 3.6.5 Amendments will not be accepted after the submission deadline.

3.7 Withdrawal of Bid

- 3.7.1 Bidders may withdraw a submitted Bid at any time throughout the RFS A/O process prior to the execution of the Agreement.
- 3.7.2 Bids submitted electronically through the MERX portal may be withdrawn by the Bidder, before the submission deadline, electronically through the MERX portal.
- 3.7.3 Bids submitted by personal delivery, mail, or courier may only be withdrawn in person at the location the bid was delivered to. Bidders must provide written proof they are authorized to act on behalf of the Bidder's company.
- 3.7.4 To withdraw a bid 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 of this RFS A/O and must be signed by an authorized representative of the Bidder.
- 3.7.5 Manitoba Housing is under no obligation to return bids withdrawn after the submission deadline.

4. Terms and Conditions

Bidders must clearly understand and by submitting a bid agrees, that its bid is subject to the following terms and conditions, in addition to any terms and conditions set out in this RFS A/O.

4.1 Bid Ownership and Confidentiality

- 4.1.1 Bids, once submitted, become the property of Manitoba Housing. All bids will be kept in the strictest of confidence subject to such disclosure as may be required under the provisions of The Freedom of Information and Protection of Privacy Act (FIPPA) or The Personal Health Information Act (PHIA) or the laws of Manitoba and Canada as applicable.

4.2 Conflict of Interest

- 4.2.1 A Bidder must disclose in its bid any actual or potential conflicts of interest and existing business relationships it may have with Manitoba Housing, its elected or appointed officials or employees. Manitoba Housing may rely on such disclosure.

4.3 Supplier Confidentiality and Non-Disclosure Agreement

- 4.3.1 Bidders will acquire certain non-public, confidential or proprietary information pertaining to a project. Such information must be kept confidential and must not be disclosed 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.
- 4.3.2 Prior to awarding, the successful Bidder must provide a completed and signed Supplier Confidentiality and Non-Disclosure Agreement.

4.4 Addenda

4.4.1 If Manitoba Housing determines that an amendment is required to this request, Manitoba Housing will issue a written addendum through MERX that will form part of this request. Bidders are to acknowledge having received each addendum where indicated on the form provided for this purpose.

4.5 Cost of Bid

4.5.1 Bidders are responsible for all costs incurred by them in preparing and submitting bids.

4.6 No Contract A and No Claims

4.6.1 This RFS A/O process is not intended to create and shall not create a formal, legally binding bidding process. For greater certainty and without limitation:

4.6.1.1 this RFS A/O 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

4.6.1.2 neither the Bidder 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 RFS A/O process.

4.7 No Contract until Execution of Written Agreement

4.7.1 This RFS A/O 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 Bidder and Manitoba Housing by this RFS A/O process until the successful negotiation and signing of a written Agreement for the acquisition of the Services

4.8 Non-binding Price Estimates

4.8.1 While the pricing information provided in Bids will be non-binding prior to the signing of a written Agreement, such information will be assessed during the evaluation of the Bids and the ranking of the Bidders. 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.

4.9 Cancellation of RFS A/O

4.9.1 Manitoba Housing may cancel this RFS A/O at any time, with no liability whatsoever to any Bidder.

5. Bid Evaluation and Selection

5.1 Evaluation Committee

5.1.1 The evaluation committee will be made up of representatives from Manitoba Housing. The evaluation committee will be responsible for reviewing and evaluating bids submitted in response to this RFS A/O.

5.2 Evaluation Process and Criteria

5.2.1 Step 1: Assessment of Mandatory Submission Requirements

5.2.1.1 Bids 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
1.3	Mandatory Bidders Conference/Site Visit Editing Note: Remove if no Mandatory Bidders Conference/Site Visit	
3.5.1	Completed and Signed Submission Form (Appendix 2)	
3.5.2	Completed and Signed Bidder Qualification and Experience Form (Appendix 3)	
3.5.5	Product Matches Specification Editing Note: For goods only, remove if not applicable	
3.5.7	Completed and Signed Certificate of Independent Tender Determination (Appendix 6)	

5.2.1.3 If a bid submission fails to satisfy any of the mandatory submission requirements (numbers 3.5.1, 3.5.2, and 3.5.7 in the chart above), Manitoba Housing will issue a rectification notice to the Bidder. The rectification notice will identify the deficiencies and provide the Bidder with a period of three (3) business days (the “Rectification Period”) to rectify the identified deficiencies. If the Bidder fails to satisfy these mandatory submission requirements within the Rectification Period, its tender will be excluded from further consideration. The Bidder will not be permitted to rectify the requirement to attend the mandatory **Bidder’s conference / site visit** within the rectification period. The rectification process will not allow a Bidder to introduce any substantive changes to a bid.

5.2.2 Step 2: Evaluation of Tenders and Ranking of Bidders

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

Points

Section	Evaluation Criteria	Maximum Possible Points	Minimum Required
3.5.2	<u>Bidder's Qualification and Experience</u>	10 - 45	6 - 27
3.5.3	<u>Verification Questionnaire</u>	5 - 25	3 - 20
3.5.4	<u>Organizational Summary</u>	5 - 45	3 - 27
3.5.5	<u>Quality of Product and Service</u> Editing Note: Remove if not applicable	5 - 10	3 - 6
3.5.8	<u>Price Submission</u>	40 - 75	0 - 35
Total Available Points		100	X

5.2.2.2 Total points will be calculated for each bid and Bidders will be ranked in order of highest to lowest total points.

5.2.2.3 Bidders are advised to carefully scrutinize the evaluation criteria prior to preparing their bids in response to this RFS A/O.

5.2.3 Step 3: Concurrent Negotiations and **Best and Final Offer (BAFO)/Set Pricing** Process

5.2.3.1 Manitoba Housing may enter into concurrent negotiations with up to the top **three (3)** highest scoring Bidders. During these concurrent negotiations, Manitoba Housing will provide each Bidder with any additional information and will seek further information and bid improvements from each Bidder. After the expiration of the concurrent negotiation period, each of the highest scoring Bidders will be invited to **revise its initial bid and submit its Best and Final Offer (BAFO) to/ accept the set, fair market value pricing identified by** 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 Bids 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 Bidder and the total points for the second-ranked Bidder, Manitoba Housing may choose not to engage in the BAFO process and may proceed directly to final negotiations with the top-ranked Bidder as set out in Section 5.3 of this RFS A/O.

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

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

5.2.4.2 Status in Relation to Manitoba (Appendix 5)

5.2.4.2.1 If money is owed to Manitoba Housing, the Government of Manitoba or any Crown corporation of Manitoba by a Bidder or proposed subcontractor 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 Bidder, Manitoba Housing may disqualify a Bidder.

5.2.4.2.2 If a Bidder 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 Bidder. If the top ranked Bidder passes this review, past performance will be assessed.

5.2.4.3 Past Performance

5.2.4.3.1 At a minimum, Manitoba Housing will contact the first three references provided by the top-ranked Bidder 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 Bidder or proposed subcontractors.

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

- (a) a Bidder or proposed subcontractor is debarred from participating in the public procurement process of any of the following:
 - (i) a department, branch or division of Manitoba;
 - (ii) a Manitoba Crown Corporation or agency, or
 - (iii) an academic institution, health authority or other entity providing education, health or social services funded by Manitoba.
- (b) a Bidder'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.

- (c) a Bidder or proposed subcontractor 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:
 - (i) a department, branch or division of Manitoba;
 - (ii) a Manitoba Crown Corporation or agency; or
 - (iii) an academic institution, health authority or other entity providing education, health or social services funded by Manitoba.
- (d) a Bidder or proposed subcontractor has initiated a legal proceeding against any entity listed in clauses (c)(i), (c)(ii) or (c)(iii) above, and Manitoba Housing is of the opinion that its existence is likely to adversely affect working relationships under the Agreement.

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

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

5.3 Negotiation of Agreement

5.3.1 Manitoba Housing may invite the top-ranked Bidders, as determined through the evaluation process, to enter into concurrent negotiations to finalize the Agreement.

5.3.2 The terms and conditions found in the Agreement of this RFSA are to form the basis for commencing negotiations between Manitoba Housing and the Bidder.

5.3.3 Negotiations may include requests by Manitoba Housing for supplementary information from the Bidder to verify, clarify or supplement the information provided in its Bid or to confirm the conclusions reached in the evaluation, and may include requests by Manitoba Housing for improved pricing or performance terms from the Bidders.

5.3.4 Manitoba Housing intends to conclude negotiations with the top-ranked Bidders 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 and cancel the RFSA/O process. / with the top-ranked Bidder and invite the next-best-ranked Bidder 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 Bidders remaining; or

5.3.4.3 Manitoba Housing elects to cancel the RFSA process.

- 5.3.5 If Manitoba Housing and a Bidder 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 Bidder 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 Bidder and Manitoba Housing.
- 5.4 Purchase Order
- 5.4.1 Manitoba Housing will issue a purchase order for such services under the Service Agreement in accordance with section 6 of the Service Agreement. The Purchase Order Terms and Conditions may be viewed on-line at: [Purchase Order Terms and Conditions](#).
- 5.5 Selection, Award and Notification
- 5.5.1 A Bidder that is disqualified during the evaluation process will be notified of the disqualification.
- 5.5.2 Manitoba Housing will notify all Bidders of the outcome of the RFS A/O process, after the Agreement is signed.
- 5.5.3 If Manitoba Housing decides not to enter into an Agreement with any Bidder, all Bidders will be given written notice of decision.
- 5.5.4 It is Manitoba Housing's intention to award **one/up to enter # of contracts here** Agreements **per area**. If Manitoba Housing decides to accept a bid, it will accept those bid(s) that, in Manitoba Housing's sole opinion, are judged to best serve the interests of Manitoba Housing (and meet a minimum score of **enter minimum points here** points) when evaluated in accordance with the set criteria.
- 5.5.5 A Bidder who fails or declines to enter into an Agreement will be rejected or disqualified, and Manitoba Housing has the right to enter into an Agreement with another Bidder.
- 5.5.6 After the award of the Agreement(s), the name(s) of the successful Bidder(s) will be available on the MERX website at the following link: [MERX](#).
- 5.5.7 After the award recommendation has been approved by Manitoba Housing the successful Bidder will be notified by the Contract Administrator. The successful Bidder must submit the following documents to the Contract Administrator within seven (7) business days from receipt of the Selection Letter:
- 5.5.7.1 **Subcontractor Declaration or Employee/Sub-trade Listing;**
- 5.5.7.2 Supplier Confidentiality and Non-Disclosure Agreement;
- 5.5.7.3 Certificate of Insurance;
- 5.5.7.4 Workers Compensation Board Coverage;
- 5.5.7.5 **COR certification; and**
- 5.5.7.6 Security Search Declaration.

- 5.5.8 Failure to provide the documents in above within the time specified will result in the Bid being rejected as non-responsive.
- 5.5.9 Manitoba Housing will review and accept additional qualified contractors during the term of the **Service Agreement/Standing Offer**.
- 5.6 Subcontractors (**Appendix 11**)
 - 5.6.1 **The successful Bidder will be required to provide a complete list of subcontractors whom the Bidder proposes to engage in accordance with Section 5.5.**
 - 5.6.2 Manitoba Housing reserves the right to reject a subcontractor deemed unacceptable prior to award of a contract or any time during the Agreement.
- 5.7 Supplier Confidentiality and Non-Disclosure Agreement (Appendix 9)
 - 5.7.1 The successful Bidder will be required to submit the Supplier Confidentiality and Non-Disclosure Agreement fully completed and signed in ink by an authorized representative of the company in accordance with Section 5.5.
- 5.8 Security Search Declaration (Appendix 10)
 - 5.8.1 The Contractor shall obtain and maintain a Criminal Record Search,, Child Abuse Registry Search and Adult Abuse Registry Search 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 subcontractor(s), officers, employees, or agents are clear of any pending charges and have acceptable record searches as defined below.
 - 5.8.2 Acceptable search:
 - 5.8.2.1 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.
 - 5.8.2.2 An acceptable Child Abuse Registry Search and Adult Abuse Registry Search must be clear of any convictions.
 - 5.8.3 From time to time Manitoba Housing may choose to audit the Contractor records for the purpose of verifying compliance to Section 5.8. Manitoba Housing will provide a minimum five (5) day notice for scheduling the on-site audit. Manitoba Housing reserves the right to deny the Contractor's employees or subcontractors access to any Manitoba Housing owned or controlled building or other facility based on the requirements set out in this Agreement.
 - 5.8.4 The successful Bidder must submit a complete list of names of the personnel who may be assigned from time to time during the term of the Agreement to perform Services for Manitoba Housing, including details regarding the work location(s) of each individual. The Contractor shall provide Manitoba Housing with written notification of changes to the list of employees prior to performing the Services for Manitoba Housing.

- 5.8.5 Manitoba Housing reserves the right to refuse access to a contractor and its employees, agents and subcontractors, to any Manitoba Housing project or work site
- 5.9 Insurance
 - 5.9.1 The successful Bidder must provide the Contract Administrator with the certificate(s) of insurance satisfactory to Manitoba Housing that it has the required insurance more particularly set out in Section 14 of the Service Agreement in accordance with Section 5.5.
- 5.10 Workers Compensation Board
 - 5.10.1 The successful Bidder will be required to provide the Contract Administrator with a Workers Compensation Board of Manitoba clearance status report. The report must be satisfactory to Manitoba Housing that the Bidder is registered and in good standing in accordance with 5.5.
- 5.11 COR Certification
 - 5.11.1 The successful Bidder must provide the Contract Administrator with a letter of good standing and a valid and current Manitoba COR, SECOR or COR Equivalency Certificate in accordance with Section 5.5.
 - 5.11.2 Manitoba Housing will have no obligation to award a contract where:
 - 5.11.2.1 The prices exceed the available funds for the goods/services;
 - 5.11.2.2 The prices are materially in excess of the prices received by Manitoba Housing for similar goods/services in the past;
 - 5.11.2.3 The prices are materially in excess of Manitoba Housing's cost to provide the goods/perform the services, or a significant portion thereof, with its own forces;
 - 5.11.2.4 Only one bid is received; or
 - 5.11.2.5 In the judgment of Manitoba Housing, the interests of Manitoba Housing would best be served by not awarding a contract.
- 5.12 Call-up Procedure and Allocation of Work
 - 5.12.1 The Bidder acknowledges and agrees that the terms and conditions set out in the resulting Agreement, that forms part of the Service Agreement, apply to every Call-up made under the Service Agreement.
 - 5.12.2 Only authorized Call-ups to be accepted. The Bidder agrees only to perform work required under individual Call-ups made by an authorized representative of Manitoba Housing under the Service Agreement as outlined below.
 - 5.12.3 The Bidder acknowledges that multiple Agreements may be issued for this requirement. If more than one Agreement is authorized, call-ups will be awarded on a rotational basis, allocation of work and call-up procedure provided below.
 - 5.12.3.1 Allocation of Work

- 5.12.3.1.1 When the requirement is identified, the authorized representative of Manitoba Housing will call the next contractor listed on the rotation list to determine if the requirement can be satisfied by that contractor (a “Call Up”). If the contractor is not available by phone or confirms that it is unable to fulfill the requirement, the request will be forwarded to the next contractor on the rotation list until the requirement can be fulfilled.
- 5.12.3.1.2 A contractor may advise the Contract Administrator in writing that it is unable to accept new Call-ups as a result of previous commitments under one or more than one authorized Call-up and no request for availability will be sent to that contractor until that contractor has given notice in writing to the Contract Administrator that it is available to accept new Call-ups.
- 5.12.3.1.3 If no contractor in the ranking can perform the task, Manitoba Housing reserves the right to acquire the required Work by other means.

5.12.4 Call-up Procedure

- 5.12.4.1 After the authorized Manitoba Housing representative has called the contractor they will email the contractor for each individual requirement identifying the following:
- 5.12.4.1.1 Type of Work;
- 5.12.4.1.2 Location; and
- 5.12.4.1.3 Contact information.

6. Overview

6.1 Nature of Service Agreement

- 6.1.1 The Bidder acknowledges that a Service Agreement is not a contract and that the issuance of a Service Agreement does not oblige or commit Manitoba Housing to procure or contract for any goods or services listed in the Service Agreement. A copy of [Service Agreement](https://www.gov.mb.ca/housing/pubs/procurement/for-30-service-agreement.pdf) can be found at: <https://www.gov.mb.ca/housing/pubs/procurement/for-30-service-agreement.pdf>.
- 6.1.2 It is understood and agreed by the Bidder that should a bid be selected by Manitoba Housing:
- 6.1.2.1 it will result in an Agreement only and the goods and services will be ordered by Manitoba Housing on an “as and when required” basis;
- 6.1.2.2 the aggregate value of goods and services which may be ordered is conditional upon the needs of Manitoba Housing;
- 6.1.2.3 No compensation will be accrued, owed or paid to any Bidder in the event that the goods and services are not ordered;
- 6.1.2.4 The parties acknowledge the possibility that Manitoba Housing may not place any Call-ups for goods and services with the Bidder for the duration of the term of the Service Agreement; and

6.1.2.5 the parties agree that Manitoba Housing may purchase identical or similar goods and services from any other source.

6.2 Limitation of Call-ups

6.2.1 Individual call-up against the Service Agreement must not exceed **\$50,000.00** (all applicable taxes included).

APPENDIX 1 Scope of Work

Project Name: XXXXXXXXXXXXX

APPENDIX 2 Submission Form

Project Name: XXXXXXXXXXXXX

1. Bidder:

Full legal name of entity making Submission

Usual business name of Bidder (if different from above)

Street

City	Province	Postal Code
Mailing Address		

Facsimile number	Telephone number	Website

2. Contact:

Contact Person	Title
Address	
Mailing Address	

Facsimile number	Telephone number

Email

3. Acknowledgment of Non-binding Procurement Process

We acknowledge that the RFSA process will be governed by the terms and conditions of the RFSA, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any goods or services shall be created between the Bidder and Manitoba Housing unless and until the Bidder and Manitoba sign a written Agreement for the supply of goods and/or services.

4. Ability to Provide Deliverables

We have carefully examined the RFSA documents and have a clear and comprehensive understanding of the goods/services required. The Bidder is able to provide the goods/services in accordance with the requirements of the RFSA for the price as set out in Schedule A - Price Form.

5. Price Estimates

We have submitted our pricing in accordance with the instructions in the RFSA. We acknowledge that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of the bid or the Bidder's eligibility for future work.

6. Addenda

We acknowledge that we have received the following addenda and that they have been considered in the preparation of the bid:

- Addendum No. _____ dated _____
- Addendum No. _____ dated _____
- Addendum No. _____ dated _____
- Addendum No. _____ dated _____

Signature(s): I/We have the authority to bind the Bidder:

Printed name	Signature	Date
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Printed name	Signature	Date
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APPENDIX 3 Bidder Qualification and Experience

Project Name: XXXXXXXXXXXXX

If more space is required, please attach a separate sheet.

The Bidder must identify three (3) to five (5) projects completed within the past 5 years of a similar scope and scale.

1. Detailed summary of similar Services provided			
Service Period (Start and End Date)	Start: End:	Value of Services:	\$
Reference Company:		Contact Name:	
Contact Email:		Contact Phone :	
2. Detailed summary of similar Services provided			
Service Period (Start and End Date)	Start: End:	Value of Services:	\$
Reference Company:		Contact Name:	
Contact Email:		Contact Phone :	
3. Detailed summary of similar Services provided			
Service Period (Start and End Date)	Start: End:	Value of Services:	\$
Reference Company:		Contact Name:	
Contact Email:		Contact Phone:	

Name	Company Name	Date	Signature
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RFSA/O 2XXX-XXX-SX-XXXX

APPENDIX 4 Verification Questionnaire

Project Name: XXXXXXXXXXXXX

See attached for additional details



RFSA/O 2XXX-XXX-SX-XXXX

APPENDIX 5 Status in Relation to Government

Project Name: XXXXXXXXXXXXX

See attached for additional details



RFSA/O 2XXX-XXX-SX-XXXX

APPENDIX 6 Certificate of Independent Tender Determination

Project Name: XXXXXXXXXXXXX

See attached for additional details



APPENDIX 7 Organizational Summary

Project Name: XXXXXXXXXXXXX

See attached for additional details



RFSA/O 2XXX-XXX-SX-XXXX

APPENDIX 8 Quality of Products and Service

Project Name: XXXXXXXXXXXXX

See attached for additional details



APPENDIX 9 Supplier Confidentiality And Non-Disclosure Agreement

Project Name: XXXXXXXXXXXXX

See attached for additional details



APPENDIX 10 Security Search Declaration

Project Name: XXXXXXXXXXXXX

See attached for additional details

APPENDIX 11 Subcontractor Declaration

Project Name: XXXXXXXXXXXXX

LIST OF SUBCONTRACTORS	
Subcontract:	Subcontractor:

Note: In accordance with 5.6 the successful Bidder will submit names of subcontractors proposed for each division listed above. If work is to be completed by the successful Bidder's own forces please indicate "Contractor's Own Forces". If the Bidder believes no work will be required for particular divisions please indicate with "N/A".

* Bidders to specify all others

APPENDIX 12 Additional Requirements

Project Name: XXXXXXXXXXXXX

See attached for additional details



manitobahousing

RFSA/O 2XXX-XXX-SX-XXXX

SCHEDULE A Price Form

Project Name: XXXXXXXXXXXXX

See attached for additional details