



manitobahousing

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**NEGOTIATED REQUEST FOR PROPOSALS FOR:**

**PRIME CONSULTANT FOR: PROPERTY ASSESSMENT  
CONSULTING SERVICES FOR PROPERTIES IN WINNIPEG  
AND BRANDON, MANITOBA.**

**NRFP #: 2024-0001-LD**

**Issued By: Manitoba Housing**

**Issue Date: 11, April 2024**

**Submission Deadline: by no later than  
7, May 2024  
2:00:00 P.M. Central Time**

**Proposals to be submitted electronically  
Via MERX portal  
@ [www.merx.com/manitobahousing](http://www.merx.com/manitobahousing)**



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### **APPENDICES TO THE NRFP:**

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SCHEDULE A – BASIC SERVICES FEE SUBMISSION

SCHEDULE B – ADDITIONAL SERVICES HOURLY RATE

## 1.0 INTRODUCTION

### 1.1. Purpose and Scope

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 for property assessment consulting services.

The purpose of this NRFP is to solicit proposals from qualified Proponents to review the 2025 property assessments for 157 properties owned by Manitoba Housing in Winnipeg and 17 properties in Brandon, including valuation, classification, and liability. The successful Proponent will make recommendations on which properties Manitoba Housing should appeal at the Board of Revision, represent Manitoba Housing at the appeal hearing, and if warranted submit the property for further appeal to the Municipal Board.

Proponents can make a proposal to bid on the work in Winnipeg only, Brandon only, or both Winnipeg and Brandon.

### 1.2 Definitions

In this NRFP:

- “**Agreement**” means the formal written agreement to provide the Services to be negotiated and signed by Manitoba Housing and the successful Proponent (if any);
- “**Prime Consultant**” means the Proponent who enters into the Agreement with Manitoba Housing to provide the Services that are contemplated in this NRFP;
- “**Proponent**” means the entity or person that makes a Proposal;
- “**Proposal**” means the response to this NRFP made by a Proponent;
- “**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;
- “**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;
- “**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;
- “**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. Basic Services

The Prime Consultant will be required to provide the full scope of basic services as specified in Appendix 1 Scope of Work.

### 2.2. Additional Services

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.

The additional services, if any, will be provided on an hourly basis or on a fixed fee basis as further described in SCHEDULE B – ADDITIONAL SERVICES HOURLY RATES.

### **2.3. Status in Relation to Manitoba**

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.

Proponents must submit a completed and signed copy of the Status in Relation to Manitoba Form (Appendix 3) in accordance with Section 3.5, paragraph F of this NRFP.

### **2.4. Licensing and Registration Requirements**

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.

The successful Proponent shall be required to maintain such license and registration requirements throughout the period of the Project.

### **2.5. Use of Sub-Consultants**

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 Section 3.5, paragraph C(2)(ii) 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.

## **3.0 PROPONENT'S INSTRUCTIONS**

### **3.1. Submission Deadline**

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**

Proposals can be submitted electronically, prior to Submission Deadline, through MERX at [www.merx.com/manitobahousing](http://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 permitted and will be considered. If submitted by delivery, the proponent is to include 3 copies of the proposal. It is solely the Proponent's responsibility to ensure that the Proposal is received by Manitoba Housing through the MERX EBS System or by delivery before the Submission Deadline. Proposals received after the Submission Deadline will not be accepted.

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=To0fqSccw3M>. Alternatively, Proponents can contact MERX customer service directly at 1-800-964-6379 or via e-mail at [merx@merx.com](mailto:merx@merx.com).

**PLEASE NOTE:** Each Proponent submitting through the MERX EBS system 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.

Proposals must:

- (a) be submitted in Adobe PDF format if submitted electronically; and
- (b) 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

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:

Trevor Jaworski  
Real Estate Officer  
Manitoba Housing  
Land Development  
200-352 Donald Street  
Winnipeg, MB R3B 2H8  
Phone: (204) 451-3960  
Fax : (204) 948-4733  
E-mail: trevor.jaworski@gov.mb.ca

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.

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.

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.

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

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.

The Proposal content should be organized in the same sequence as the documents and information set out in Section 3.5 below.

If the Proposal does not comply with this Section 3.4, the Proposal shall be given a lower evaluation rating.

### 3.5. Proposal Content

#### A. *Submission Form (complete Appendix 2)*

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.

**B. Table of Contents**

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.

**C. Proponent's Information**

**(1) Profile**

The Proposal should include:

- (i) a description of the Proponent's business including information about:
  - how the Proponent is organized to carry on business
  - its location(s) and any service centres that will provide the Services
  - the length of time the Proponent has been in business
- (ii) information about the Proponent's experience in providing services comparable to those requested in this NRFP within the last 3-5 years.

**(2) Project Team**

The Proposal should include the following information:

- (i) an organization chart of the proposed project team;
- (ii) list the Prime Consultant (entity name) and Sub-consultants (entity names) and key personnel (individuals) and identify 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 &amp; Responsibility</u>	<u>Percentage of Time Devoted to Project</u>

- (iii) identify the reporting relationship(s) among the proposed team members identified;
- (iv) describe any previous projects where the proposed team members have worked together on past projects effectively;
- (v) 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:

- a) commenting on their ability, expertise, experience, and suitability for this Project based on the Project needs; and
- b) 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.

**D. Work Plan / Methodology / Implementation**

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

**(1) A Work Plan and Schedule:**

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".**

**(2) Project Management Methodology:**

Proponents should describe their project management methodology, including:

- methods of cost control throughout all stages of the Project;
- 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
- information on monitoring and reporting systems, performance measurements and quality control.

**(3) Manitoba Resources:**

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.

**(4) Risk Assessment and Mitigation Plan:**

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.

**E. Reference Projects and References**

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.

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:

- a brief description of the project
- name of the entity for whom the project was done
- the year the project was started
- the year the project was completed
- the nature and scope of the work performed (highlight the similarities, if any, to this Project)
- identify which of the proposed team members for this Project were involved in each project and identify what their roles and responsibilities were
- identify the value

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:

- name of primary contact and position
- telephone number for primary contact and entity
- e-mail address for primary contact

In addition to contacting the references for the purpose of checking the Proponent's record of past performance (see Section 5.2, Step 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.

**F. Status in Relation to Manitoba (complete Appendix 3)**

The Proponent must provide a completed and signed Status in Relation to Manitoba Form (using the form provided in Appendix 3).

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 Section 3.3 of this NRFP prior to submitting a Proposal.

**G. Fee Submission (complete Schedules "A" and "B")**

The Proponent must provide:

- (a) a completed Schedule "A" - Basic Services Fee Submission.
- (b) A completed Schedule "B" – Additional Services Hourly Rates.

The Proponent must indicate all prices in Canadian dollars.

Applicable taxes are to be identified separately in the space provided and included in the extended cost as indicated.

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.

See Schedule "A" - Basic Services Fee Submission and Schedule "B" – Additional Services Hourly Rates for further instructions regarding fee submissions. If a Proponent has any questions about how to fill out Schedule "A" or "B", the Proponent should consult the person identified in Section 3.3 of this NRFP.

**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.

**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**

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. If Proponents submit their Proposal by personal delivery or courier, fax, or e-mail, they can submit amendments in one of these manners.

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**

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 or by personal delivery or courier, fax, or e-mail. 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 Section 3.3 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**

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**

Proponents will acquire certain non-public, confidential, or proprietary information pertaining to this 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. 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: <https://www.gov.mb.ca/housing/pubs/procurement/for-41-supplier-confidentiality-agreement-and-non-disclosure-agreement.pdf>

### **4.3. Conflict of Interest**

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

### **4.4. Amendment of NRFP**

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.

### **4.5. Cost of Proposals**

Proponents are responsible for all costs incurred by them in preparing, and submitting Proposals, or for providing information in relation to the Proposal.

### **4.6. No Contract A and No Claims**

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:

- (a) 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

- (b) 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.

#### **4.7. No Contract until Execution of Written Agreement**

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.

#### **4.8. Non-binding Price Estimates**

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.

#### **4.9. Cancellation of NRFP**

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

#### **4.10. Interpretation and Governing Law**

These NRFP Terms and Conditions (Section 4.0):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) 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
- (c) 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**

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

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**

##### **Step 1: Assessment of Mandatory Submission Requirements**

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

The mandatory submission requirements are as follows:

Section	Mandatory Submission Requirements	Pass/Fail
3.5 A	Completed and Signed Submission Form (Appendix 2)	
3.5 F	Completed and Signed Status in Relation to Manitoba Form (Appendix 3)	
3.5 G (a)	Completed and Signed Basic Services Fee Submission (Schedule "A")	
3.5 G (b)	Completed and Signed Additional Services Hourly Rates (Schedule "B")	

If a Proposal fails to satisfy any of the mandatory submission requirements (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.

## Step 2: Evaluation of Proposals and Ranking of Proponents

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

3.5 C	<p><b><u>Proponent Information – Profile and Project Team</u></b></p> <ul style="list-style-type: none"> <li>• Proponent provided detailed company profile including information about their experience in providing services comparable to those requested in NRFP within the last 3-5 years;</li> <li>• Proponent provided an organization chart of the proposed project team;</li> <li>• 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;</li> <li>• Proponent identified reporting relationships among identified team members and described any previous projects where proposed team members have worked effectively together;</li> <li>• 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.</li> </ul>	30
3.5 D	<p><b><u>Work Plan / Methodology / Implementation</u></b></p> <ul style="list-style-type: none"> <li>• Proponent provided a detailed project work plan and schedule outlining the plan for proceeding with various stages of the Services;</li> <li>• The work plan and schedule contained sufficient detail to demonstrate success of the project;</li> <li>• Proponent provided information on specific activities, tasks, timeframes, and resources required for each activity and stage of the Services;</li> <li>• 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;</li> </ul>	25

	<ul style="list-style-type: none"> <li>Proponent identified resources or inputs that must be provided by Manitoba Housing to ensure timely completion of the Services;</li> <li>Proponent provided a detailed assessment of potential risks and a plan to mitigate risks ensuring the Services are delivered in accordance with NRFP requirements;</li> </ul>	
3.5 E	<p><b><u>Reference Projects and References</u></b></p> <ul style="list-style-type: none"> <li>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;</li> <li>Reference projects demonstrate the Proponent's capabilities and suitability for completing the scope of Services required for this Project;</li> <li>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;</li> <li>Proponent provided contact information, including contact name, phone number and e-mail address, for reference projects.</li> </ul>	5
Overall Impact	<p><b><u>Definitive and Measurable Impact</u></b></p> <ul style="list-style-type: none"> <li>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.</li> <li>Proponent specified clear project key deliverables based on NRFP requirements;</li> <li>Proponent provided acceptable and realistic performance measurement and quality control;</li> </ul>	5
Schedule A Table 1	<p><b><u>Basic Services Fee Proposal</u></b></p> <ul style="list-style-type: none"> <li>Proponent's Basic Services Fee Submission must be formatted according to instructions contained in Schedule A.</li> </ul>	35
<b>Total Available Points</b>		<b>100</b>

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

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

Manitoba Housing may enter into concurrent negotiations with up to the top three (3) highest scoring Proponents for each of Winnipeg and Brandon. 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.

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.

### Option not to Engage in Concurrent Negotiations and BAFO

If, after the completion of Step 2, there is a difference of greater than ten percent (10%) 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.

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

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.

##### Status in Relation to Manitoba (Appendix 3)

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.

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.

##### Past Performance

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.

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:

- (a) a Proponent or proposed Sub-consultant 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 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.
- (c) 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:
  - (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 Proponent or proposed Sub-consultant 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 on the Project or under the Agreement.

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.

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**

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

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.

Manitoba Housing intends to conclude negotiations with the top-ranked Proponent within a period of seven 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:

- (a) an Agreement is successfully negotiated and finalized;
- (b) there are no more eligible Proponents remaining; or
- (c) Manitoba Housing elects to cancel the NRFP process.

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**

A Proponent that is disqualified during the evaluation process will be notified of the disqualification.

Manitoba Housing will notify all Proponents of the outcome of the NRFP process, after the Agreement is signed.

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**

The purpose of this NRFP is to solicit proposals from qualified Proponents to review the 2025 property assessments for 157 properties owned by Manitoba Housing within the City of Winnipeg and 17 properties within the City of Brandon, including valuation, classification, and liability. The successful Proponent will make recommendations on which properties Manitoba Housing should appeal at the Board of Revision, represent Manitoba Housing at the appeal hearing, and if warranted submit the property for further appeal to the Municipal Board. A list of property addresses, and corresponding roll numbers can be found under Appendix 1 Scope of Work.

Manitoba Housing will provide agent authorizations and copies of assessment notices to the successful Proponent.

Manitoba Housing reserves the right to request assessment audits and reviews, and public assessment appeals, if warranted, for additional Manitoba Housing properties.



NRFP #: 2024-0001-LD

The term of the Agreement shall be for the 2025-2026 assessment years and comes into effect as of May 15, 2024, and shall continue until March 31, 2026.

**APPENDIX 1  
SCOPE OF WORK**

Request for Proposals for Property Assessment Consulting Services

Manitoba Housing requires a Property Assessment Consulting Firm to conduct reviews and appeals, if warranted of 2025 property assessments, including valuation, classification, and liability, and to review any supplementary assessments for the 174 properties listed below:

Municipality	Roll Number	Property Address
Winnipeg	13080279000	452 Alexander Ave
Winnipeg	14002713000	1325 Arlington St
Winnipeg	12092600000	375 Assiniboine Ave
Winnipeg	14022950000	320 Austin St N
Winnipeg	6044633000	1041 Autumnwood Dr
Winnipeg	12091400000	29 Balmoral St
Winnipeg	13096119300	575 Balmoral St
Winnipeg	8004177500	182 Beliveau Rd
Winnipeg	3091625700	Bison Dr
Winnipeg	13092600200	330 Blake St
Winnipeg	13092620000	331 Blake St
Winnipeg	13030233000	836 A Burnell St
Winnipeg	14021610100	1606 Burrows
Winnipeg	12092634100	24 Carlton St
Winnipeg	13052872000	385 Carlton St
Winnipeg	7433384000	125 Carriage Rd
Winnipeg	7433387000	145 Carriage Rd
Winnipeg	3042673100	930 Carrigan Pl
Winnipeg	7220715000	651 Cavalier Dr
Winnipeg	14001260600	100 Charles Walk
Winnipeg	8004230000	46 Chesterfield Ave
Winnipeg	12031967100	115 Clarke St
Winnipeg	12030327000	1029 Corydon Ave
Winnipeg	7565615100	529 Country Club Blvd
Winnipeg	3043854100	150 Dalhousie Dr
Winnipeg	7218945000	693 David St
Winnipeg	6060609100	187 De La Cathedrale Ave
Winnipeg	4001904600	42 Donwood Dr
Winnipeg	4001908000	165 Donwood Dr
Winnipeg	14002063500	483 Dufferin Ave
Winnipeg	14002043000	519 Dufferin Ave
Winnipeg	14002399000	617 Dufferin Ave
Winnipeg	14002546200	711 Dufferin Ave
Winnipeg	12073855000	251 Edgeland Blvd
Winnipeg	13052986000	420 Edmonton St
Winnipeg	13072088100	515 Elgin Ave



Winnipeg	6020240000	875 Elizabeth Rd
Winnipeg	13061103200	95 Ellen St
Winnipeg	13071551500	210 Ellen St
Winnipeg	13050692500	555 Ellice Ave
Winnipeg	8004189600	91 Eric St
Winnipeg	5004077500	1354 Fife St
Winnipeg	5004077200	1390 Fife St
Winnipeg	5004124000	1391 Fife St
Winnipeg	12097522400	25 Furby St
Winnipeg	12097808355	150 Furby St
Winnipeg	13060170000	757 Furby St
Winnipeg	13061485500	855 Furby St
Winnipeg	3064307900	25 Gaylene Pl
Winnipeg	14021620500	10 Gilbert
Winnipeg	14083750200	265 Gordon Ave
Winnipeg	6075525000	303 Goulet St
Winnipeg	7218011000	12 Harvlong Ave
Winnipeg	8003318600	26 Hastings Blvd
Winnipeg	1000920800	170 Hendon Ave
Winnipeg	3065813500	528 Hudson St
Winnipeg	14098080000	18 Inkster Garden Dr
Winnipeg	13061298500	62 Isabel St
Winnipeg	13071549800	215 Isabel St
Winnipeg	13070253000	160 Kate St
Winnipeg	2051155000	394 Keenleyside St
Winnipeg	13090575000	97 Keewatin St
Winnipeg	13053019000	355 Kennedy St
Winnipeg	13053089100	388 Kennedy St
Winnipeg	13053082100	400 Kennedy St
Winnipeg	13053044000	421 Kennedy St
Winnipeg	13053075100	444 Kennedy St
Winnipeg	6081918000	210 Kenny St
Winnipeg	9001285300	680 Kildare Ave E
Winnipeg	3042385100	43 Killarney Ave
Winnipeg	12011171500	553 Kylemore Ave
Winnipeg	13050739200	400 Langside St
Winnipeg	13081753300	400 Logan Ave
Winnipeg	2061209000	715 Louelda St
Winnipeg	13061498000	116 Lydia St
Winnipeg	14021620300	1605 Magnus
Winnipeg	14000885500	817 Main St
Winnipeg	5004076800	2 Manor House Crt
Winnipeg	6090780000	101 Marion St
Winnipeg	3062909200	1010 Markham Rd

Winnipeg	8004122700	9 Marlene St
Winnipeg	5004074400	2 Marlow Crt
Winnipeg	5004073000	102 Marlow Crt
Winnipeg	14099997700	460 Martin Ave W
Winnipeg	12032358000	7 Mayfair Pl
Winnipeg	12032312200	124 A Mayfair Ave
Winnipeg	13041340000	688 Mcgee St
Winnipeg	14002408500	114 Mcgregor St
Winnipeg	8002171900	27 Morrow Ave
Winnipeg	8002173700	75 A Morrow Ave
Winnipeg	2041000100	505 Munroe Ave
Winnipeg	12021527100	260 Nassau St N
Winnipeg	12011111000	738 Nassau St S
Winnipeg	7071617100	2730 Ness Ave
Winnipeg	3060389100	10 Newdale Ave
Winnipeg	13062407000	1585 A Notre Dame Ave
Winnipeg	7090751000	50 Oddy St
Winnipeg	12011112000	601 Osborne St
Winnipeg	13080122000	289 Pacific Ave
Winnipeg	13071548500	352 Pacific Ave
Winnipeg	13071550500	440 Pacific Ave
Winnipeg	14100132170	600 Panet Rd
Winnipeg	12021456100	285 Pembina Hwy
Winnipeg	3062919200	2339 Pembina Hwy
Winnipeg	3091208000	3100 Pembina Hwy
Winnipeg	3031790000	3389 Pembina Hwy
Winnipeg	9007045000	1184 Plessis Rd
Winnipeg	14010241100	145 Powers St
Winnipeg	13092081000	340 Princess St
Winnipeg	14020816100	525 A Pritchard Ave
Winnipeg	13052935000	366 Qu'appelle Ave
Winnipeg	4001998500	1380 Raleigh St
Winnipeg	12032284200	145 A River Ave
Winnipeg	5002988000	7 Riverstone Rd
Winnipeg	4001757600	1425 Rothesay St
Winnipeg	13051913500	475 Sargent Ave
Winnipeg	13031185100	777 Sargent Ave
Winnipeg	14010728100	740 Selkirk Ave
Winnipeg	14010820600	1030 Selkirk Ave
Winnipeg	11041617100	865 Sinclair St
Winnipeg	11050417000	1010 Sinclair St
Winnipeg	3092986610	South Town Rd
Winnipeg	3093005545	65 Southpark Dr
Winnipeg	13051855000	645 Spence St

Winnipeg	8004665400	565 St Anne's Rd
Winnipeg	8005425000	615 St Anne's Rd
Winnipeg	6060151000	779 St Joseph St
Winnipeg	14092771800	45 Stadacona St
Winnipeg	12031675100	400 Stradbrook Ave
Winnipeg	7081185900	6 Strauss Dr
Winnipeg	4003187100	1 Sun Valley Dr
Winnipeg	4001633100	331 Sutton Ave
Winnipeg	4001639500	355 Sutton Ave
Winnipeg	6061086000	718 Tache Ave
Winnipeg	6061073000	734 Tache Ave
Winnipeg	12011105000	41 Taft Cres
Winnipeg	14091678000	326 Talbot Ave
Winnipeg	14091711100	420 Talbot Ave
Winnipeg	14083281200	421 Thames Ave
Winnipeg	6070097100	156 Thomas Berry St
Winnipeg	6070087100	159 A Thomas Berry St
Winnipeg	12073850500	130 Tuxedo Ave
Winnipeg	3043836000	86 Ulster St
Winnipeg	5005395500	140 Watson St
Winnipeg	1004704100	60 Westgrove Way
Winnipeg	13096148400	525 William Ave
Winnipeg	13062520000	1377 Winnipeg Ave W
Winnipeg	13062443000	1487 Winnipeg Ave W
Winnipeg	9003771000	30 Wynford Dr
Winnipeg	12091074000	195 Young St
Winnipeg	13051141500	356 Young St
Winnipeg	3091662600	
Winnipeg	3091662700	
Winnipeg	3092986055	
Winnipeg	3092986060	
Winnipeg	3092986065	
Winnipeg	4001636500	
CITY OF BRANDON	16659	218 4TH ST
CITY OF BRANDON	16972	250 - 260 5TH ST
CITY OF BRANDON	17889	261 8TH ST
CITY OF BRANDON	18077	248 8TH ST
CITY OF BRANDON	18259	249 9TH ST
CITY OF BRANDON	20677	212 15TH ST
CITY OF BRANDON	30817	638 PACIFIC AVE
CITY OF BRANDON	34041	28 13TH ST N
CITY OF BRANDON	39156	1500 STICKNEY AVE
CITY OF BRANDON	89458	650 DOUGLAS ST
CITY OF BRANDON	89524	620 DOUGLAS ST

CITY OF BRANDON	211193	1512 3RD ST
CITY OF BRANDON	405092	21 WILLOWDALE CRES
CITY OF BRANDON	442707	1100 - 1200 KNOWLTON DR
CITY OF BRANDON	487306	1205 10TH ST
CITY OF BRANDON	491704	3 CORNELL BAY
CITY OF BRANDON	510875	1511 - 1519 26TH ST

Manitoba Housing will provide agent authorizations and copies of assessment notices to the successful Proponent.

Manitoba Housing reserves the right to request assessment audits and reviews, and public assessment appeals, if warranted, for additional Manitoba Housing properties.

The term of the Agreement shall be for the 2025-2026 assessment years and comes into effect as of May 15, 2024, and shall continue until March 31, 2026, with the possibility to extend as required.

**APPENDIX 2**  
**SUBMISSION FORM**  
**PRIME CONSULTANT SERVICES**  
**RFP 2024-0001-LD**

**Project Name: Prime Consultant for Property Assessment Consulting Services,  
Winnipeg, Manitoba and Brandon, Manitoba**

**1. Proponent:**

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Full legal name of entity making Proposal

---

Usual business name of Proponent (if different from above)

---

Street

---

City

Province

Postal Code

---

Facsimile number

Telephone number

**2. Contact:**

---

Contact Person

Title

---

Address

---

Facsimile number

Telephone number

---

Email

**3. Acknowledgment of Non-binding Procurement Process**

We acknowledge that the RFP process will be governed by the terms and conditions of the RFP, 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 Proponent and Manitoba Housing unless and until the Proponent and Manitoba sign a written Agreement for the Services.

**4. Ability to Provide Deliverables**

We have carefully examined the RFP documents and have a clear and comprehensive understanding of the Services required. The Proponent is able to provide the Services in accordance with the requirements of the RFP for the price as set out in Fee Submission Schedules B and C.

**5. Non-binding Price Estimates**

We have submitted our pricing in accordance with the instructions in the RFP. We acknowledge that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of the Proposal or the Proponent'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 Proposal:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ (pages) \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ (pages) \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ (pages) \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ (pages) \_\_\_\_\_

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

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX 3**  
**STATUS IN RELATION TO MANITOBA FORM**  
**PRIME CONSULTANT SERVICES**

**NRFP 2024-0001-LD**  
**Project Name: Prime Consultant for Property Assessment Consulting Services,**  
**Winnipeg, Manitoba and Brandon, Manitoba**

**The Proponent must submit this form with its Proposal.**

**Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, Province:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_

**Part 1: Disputes or Pending Disputes with Manitoba**

Do you or your proposed Sub-consultant(s) have any dispute or pending dispute with Manitoba Housing, the Government of Manitoba, or any Crown corporation of Manitoba?

Yes or No (circle the answer that applies to you)

If your answer is "Yes" please describe:

**Part 2: Monies owed to Manitoba**

Do you or your proposed Sub-consultant(s) owe any monies to Manitoba Housing, the Government of Manitoba or any Crown corporation of Manitoba that are overdue, in arrears or otherwise delinquent?

Yes or No (circle the answer that applies to you)

If your answer is "Yes" please describe:

**Part 3: Conflict of Interest**

Is there a conflict of interest or possible conflict of interest or perceived conflict of interest that would exist if you were to provide the Services either directly or through a Sub-consultant? For the purpose of this Form, a perceived conflict of interest includes the employment by you or your proposed Sub-consultants of an individual(s) who was previously employed by Manitoba Housing within the last six (6) months.

Yes or No or Not sure (circle the answer that applies to you)

If your answer is "Yes" please describe:

If a perceived conflict of interest may arise by reason of the employment by you or your proposed Sub-consultants of an individual(s) who was previously employed by Manitoba Housing within the last six (6) months, the individual(s) should be identified.

**Authorized representative**

\_\_\_\_\_  
**Printed name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**SCHEDULE A  
BASIC SERVICES FEE SUBMISSION  
PRIME CONSULTANT SERVICES**

**NRFP 2024-0001-LD**

**Project Name: Prime Consultant for Property Assessment Consulting Services,  
Winnipeg, Manitoba and Brandon, Manitoba**

**Proponent's Name: \_\_\_\_\_**

**1.0 FEE FOR BASIC SERVICES**

1.1 The Prime Consultant's fee for Basic Services shall be:

(a) Percentage fee for Basic Services (i.e. percentage of property tax savings)

1.2 The Proponent must submit a Percentage Fee using Table 1 below.

1.3 The Percentage Fee quoted in this Schedule (as may be revised by negotiations) shall remain fixed for the duration of the Agreement, subject only to any adjustments as provided in the Agreement and Section 2.0 of this Schedule.

1.4 The Percentage Fee must include all costs associated with providing the Basic Services as described in the NRFP and Appendix 1 – Scope of Work.

<b>TABLE 1 – Winnipeg (if not bidding on Winnipeg, please leave blank)</b>			
<b>Basic Services</b>	<b>(A) Fee</b>	<b>(B) Applicable Taxes</b>	
<b>(1) Percentage Fee</b>	%		
	<b>TOTAL FEE</b>		

<b>TABLE 2 – Brandon (if not bidding on Brandon, please leave blank)</b>			
<b>Basic Services</b>	<b>(A) Fee</b>	<b>(B) Applicable Taxes</b>	
<b>(1) Percentage Fee</b>	%		
	<b>TOTAL FEE</b>		



**SCHEDULE B  
ADDITIONAL SERVICES HOURLY RATE  
PRIME CONSULTANT SERVICES**

**NRFP 2024-0001-LD**

**Project Name: Prime Consultant for Property Assessment Consulting Services,  
Winnipeg, and Brandon, Manitoba**

**Proponent's Name: \_\_\_\_\_**

**2.0 FEE FOR ADDITIONAL SERVICES**

2.1.1 The Prime Consultant's fee for Additional Services shall be:

(a) Fixed Hourly Fee for Additional Services

2.1.2 The Proponent must submit a Fixed Hourly Fee using Table 1 below.

2.1.3 The Fixed Hourly Fee quoted in this Schedule (as may be revised by negotiations) shall remain fixed for the duration of the Agreement, subject only to any adjustments as provided in the Agreement and Section 2.0 of this Schedule.

2.1.4 The Fixed Hourly Fee must include all costs associated with providing the Basic Services as described in the NRFP and Appendix 1 – Scope of Work, attached to the Form of Agreement in Appendix 4.

<b>TABLE 1 - Winnipeg (if not bidding on Winnipeg, please leave blank)</b>			
<b>Basic Services</b>	<b>(A) Fee</b>	<b>(B) Applicable Taxes</b>	
<b>(2) Hourly Rate</b>	\$		
	<b>TOTAL FEE</b>		\$

<b>TABLE 2 - Brandon (if not bidding on Brandon, please leave blank)</b>			
<b>Basic Services</b>	<b>(A) Fee</b>	<b>(B) Applicable Taxes</b>	
<b>(1) Hourly Rate</b>	\$		
	<b>TOTAL FEE</b>		\$