

PART B
BIDDING PROCEDURES

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 HAULING AND LAND APPLICATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS DEWATERING FACILITY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 13, 2004.

B2.2 Tender Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned unopened.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. BIDDERS' CONFERENCE

B3.1 Further to GC:3.1, the Contract Administrator will hold a Bidders' conference at the NEWPCC, 2230 Main Street, Winnipeg, Manitoba from 9:30 a.m. to 11:00 a.m. on February 3, 2004 to provide bidders with information on the project and to tour the Biosolids Dewatering Facility, the Biosolids storage pad in the RM of West St. Paul and the Brady Road Landfill..

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' Conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender Package, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender Package will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender Package will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender Package, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least three (3) Business Days prior to the Submission Deadline, or provide at least three (3) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available in Adobe Acrobat (.PDF) format at The City of Winnipeg, Corporate Finance, Materials Management internet site at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his Bid.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender Package.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may at his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least three (3) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", the Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an "approved alternative", the Bidder shall base his Total Bid Price upon the specified item but may indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. TENDER SUBMISSION

B7.1 The Tender Submission consists of two parts and shall be submitted by the Bidder in two (2) separate envelopes. Both parts must be submitted no later than the Time and Date Set for the Final Receipt of Bids in B.2.

B7.2 The first part shall be submitted in an envelope marked "Tender Submission - Part 1: Qualifications, Equipment and Experience" and shall consist of the following:

- (a) Form A: Tender - Qualifications, Equipment and Experience;
- (b) Form C: Qualifications;
- (c) Form D: Subcontractors;
- (d) Form E: Equipment
- (e) Form N: Equipment Delivery Schedule
- (f) Form P: Personnel Profile (Project Manager)
- (g) Form Q: Personnel Profile (Application Foreman)
- (h) Form R: Maintenance Profile
- (i) Form G1: Bid Bond and Agreement to Bond, or
- (j) Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;

B7.3 The second part shall be submitted in an envelope marked "Tender Submission - Part 2: Offer" and shall consist of the following:

B7.4 All components of the Tender Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.

B7.5 The Tender Submission shall be submitted enclosed and sealed in two envelopes. The envelopes shall be clearly marked with the Tender Number and the Bidder's name and address.

B7.5.1 Samples or other components of the Tender Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender Number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Tender Submission.

B7.6 Tender Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.7 Tender Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. TENDER

- B8.1 The Bidder shall complete Form A: Tender, making all required entries.
- B8.2 Paragraph 2 of Form A: Tender shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Tender, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 14 of Form A: Tender shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, shall be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Tender shall be printed below such signatures.
- B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Tender Submission and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specification.

B9.4 The unit prices for Year 1 (July 1, 2004 to June 30, 2005) of the Contract provide the basis for calculation of costs in Year 2 (July 1, 2005 to June 30, 2006), Year 3 (July 1, 2006 to June 30, 2007), Year 4 (July 1, 2007 to June 30, 2008) and Year 5 (July 1, 2008 to June 30, 2009). For purposes of arriving at a Total Bid Price and at the same time making a 5% allowance for inflation, the Year 2 costs for all items, except Equipment, shall be multiplied by 1.05 on the basis that capital and associated costs will likely be fixed for the period of the Contract. Similarly, the multiplier for Year 3, will be 1.1025. Actual inflation rates for Years 2 through 5 will be calculated in accordance with the Unit Price Escalation Formula outlined in D19.

B9.5 The calculation to be performed to arrive at costs for Year 2 through Year 5 of the Contract is as follows:

$$\text{Year 2 Costs} = 1.05 \times (\text{Manpower}_{\text{Year 1}} + \text{Operations}_{\text{Year 1}} +$$

$$\text{Additional Unit Prices}_{\text{Year 1}}) + \text{Equipment}_{\text{Year 1}}$$

$$\text{Year 3 Costs} = 1.1025 \times (\text{Manpower}_{\text{Year 1}} + \text{Operations}_{\text{Year 1}} +$$

$$\text{Additional Unit Prices}_{\text{Year 1}}) + \text{Equipment}_{\text{Year 1}}$$

$$\text{Year 4 Costs} = 1.1576 \times (\text{Manpower}_{\text{Year 1}} + \text{Operations}_{\text{Year 1}} +$$

$$\text{Additional Unit Prices}_{\text{Year 1}}) + \text{Equipment}_{\text{Year 1}}$$

$$\text{Year 5 Costs} = 1.2155 \times (\text{Manpower}_{\text{Year 1}} + \text{Operations}_{\text{Year 1}} +$$

$$\text{Additional Unit Prices}_{\text{Year 1}}) + \text{Equipment}_{\text{Year 1}}$$

B9.6 Equipment: It is intended that all costs, considered by the Contractor to be associated with his capital investment in the major pieces of equipment, shall be included under this category. This shall include, but not be limited to, capital costs, interest on the investment, depreciation and salvage value. All Contractor's overhead and profit associated with these costs shall be included.

B9.7 Manpower: It is intended that all costs associated with permanent employees on the Contractor's payroll shall be included in this category. This shall include all direct payroll costs and associated Contractor's overhead and profits.

B9.8 Operations: All costs other than those covered by Equipment and Manpower shall be included in this category. The prices shall include all overhead and profits.

B9.9 Prices tendered shall be gross prices including all applicable duty, freight cartage, Federal and Provincial Taxes and charges governmental or otherwise paid and including profit and all compensation which shall be due to the Contractor for supplying labour, materials, plant and supervision not only for the classifications expressly specified but for those which have been omitted and all details necessarily connected with the completion of the Work and all risks and contingencies connected therewith.

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;

- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work; and
- (f) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B10.2 The Bidder shall complete Form C: Qualification giving a list of at least three (3) previously completed and current works, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Bidder's Qualification to undertake the Work. Emphasis should be placed on experience in the management and execution of land application of biosolids programs of:

- Equivalent size
- Application to agricultural land
- Hauling and application of biosolids (preferably dewatered biosolids)
- Application through the broadest range of the year

B10.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. SUBCONTRACTORS

B11.1 If the Bidder proposes to subcontract any key portion of the Work listed on Form D: Subcontractors, the Bidder shall complete Form D: Subcontractors, giving a complete list of the Subcontractors whom the Bidder proposes to engage and a list of works previously completed by each proposed Subcontractor, similar in nature, scope and value to the portion of the Work proposed to be subcontracted, in sufficient detail to demonstrate each Subcontractor's qualification to undertake this Work.

B11.2 No more than one Subcontractor may be named for a class of Work unless all Subcontractors named are proposed to do a part of that class of Work and the Bidder appends to Form D: Subcontractors a statement clearly detailing such apportioning.

B11.3 Where a Subcontractor is not identified, it will be interpreted that the Bidder proposes to perform that class of the Work with the Bidder's own forces and the qualification of the Bidder will be evaluated on that basis.

B12. EQUIPMENT

B12.1 The Bidder shall complete Form E: Equipment giving a list of:

- (a) the minimum quantity of equipment in first class working condition that the Bidder proposes to employ on the Work; and
- (b) additional equipment in first class working condition that the Bidder is prepared to employ on the Work if required by the Contract Administrator.

B12.2 The Bidder shall complete Form N: Equipment Delivery Schedule indicating the date of equipment delivery for each item of equipment.

B13. BID SECURITY

- B13.1 The Bidder shall provide bid security in the form of:
- (a) a bid bond, in the amount of two hundred thousand dollars (\$200,000), and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Tender Submission (Form G1: Bid Bond and Agreement to Bond); or
 - (b) an irrevocable standby letter of credit, in the amount of two hundred thousand dollars (\$200,000), and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Manitoba, in the form included in the Tender Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of one million (\$1,000,000), drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B13.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B13.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B13.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B13.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Invitation to Tender issued by the City.
- B13.4 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B14. OPENING OF TENDER SUBMISSIONS

- B14.1 The Tender Submissions will be opened in two (2) steps. Part 1 of the Tender Submission will be opened privately following the time and date set for final receipt of Bids in B2 and evaluated as indicated in B17.
- B14.2 Those submissions that achieve a pass rating in all five (5) non-economic criteria will have Part 2 of their Tender Submission opened publicly in the office of the Corporate Finance Department, Materials Management Division, Mandarin Building, Main Floor, 185 King Street, Winnipeg, Manitoba R3B 1J1 or in such other office as may be designated by the Materials Management Division. Bidders shall be notified of the time, date and location by the Materials Management Division. Bidders or their representatives may attend.
- B14.3 For those Tender Submissions that do not achieve a pass rating in all five (5) non-economic criteria, the second part of their Tender Submission will not be disclosed at the public opening of Part 2 and will not be evaluated by the Evaluation Team.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 7 of Part 2 – Form A: Tender – Offer.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as

herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 7 of Part 2 - Form A: Tender Offer.

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1 Notwithstanding GC:23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Tender or the Bidder's authorized representatives named in Paragraph 14 of Form A: Tender, and only such person, has authority to give notice of withdrawal.
- B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Tender Submission until after the Submission Deadline has elapsed;
 - (b) open the Tender Submission to identify the contact person named in Paragraph 3 of Form A: Tender and the Bidder's authorized representatives named in Paragraph 14 of Form A: Tender; and
 - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.
- B16.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B17. EVALUATION OF BIDS

- B17.1 Further to B14 of the Bidding Procedures, award of this Contract shall be based on a two step evaluation process.
- B17.2 The first step of the evaluation process will be to examine Part 1 of each Bidder's tender submission in regards to the following five (5) non-economic criteria.
- (1) Proven experience in biosolids haulage.
 - (2) Proven experience in the year round (including winter) application of biosolids to agricultural lands.
 - (3) Project Manager and Application Foreman with biosolids hauling and land application experience.
 - (4) Possession of suitable equipment (or willingness to invest therein).
 - (5) Possession of a maintenance and overhaul facility within 50 km of Winnipeg, complete with qualified heavy construction equipment mechanics, tools, manuals and parts inventory as well as a fully equipped mobile maintenance vehicle.

For each criteria, either a pass or fail rating will be given. It is a requirement that a pass rating be attained for all five (5) criteria in order to proceed to the second step of the evaluation process. Bidders who do not achieve a pass rating in all five (5) criteria will have the second

part of their Tender Submission returned unopened. All bidders will be notified in writing regarding their Tender Submission status following the first part of the evaluation process.

- B17.3 The second step of the evaluation process will be to examine each Bidder's tender with regard to the costs to perform the work as indicated on the Tender Submission - Part 2 and Form B: Prices.
- B17.4 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender Package;
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11;
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B17.5 Further to B17.4(a), the Award Authority may reject a Bid as being non-responsive if the Tender Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.
- B17.6 Further to B17.4(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Tender Submission or in other information required to be submitted, that he is responsible and qualified.
- B17.7 Further to B17.4(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.7.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B18. AWARD OF CONTRACT

- B18.1 The Award Authority will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.