

PART B

BIDDING PROCEDURES

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B1. PROJECT TITLE

B1.1 LEASE OF SELF-PROPELLED ROAD PATCHING MACHINES.

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 30, 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. ENQUIRIES

B3.1 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 (see D4.) 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.

B3.2 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.

B3.3 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.

B3.4 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 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.

B4.2 The Contract Administrator will issue each addendum to all Bidders at least three (3) Business Days prior to the Submission Deadline, or provide at least three (3) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be delivered by:

- (a) mail, fax or courier to the address provided by the Bidder at the time the Tender Package is picked-up; and/or
- (b) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 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.

B5. SUBSTITUTES

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Tender Package.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 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 material, equipment, method or product 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 Contract;
 - (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 Contract.
- B5.5 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.
- B5.6 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.
- B5.6.1 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.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, the Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, the Bidder shall base his Unit Price upon the specified item but may indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the Unit Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B5.10 Notwithstanding B5.2 to B5.9, deviations in accordance with Clause 4.1 of the Detailed Specifications shall be evaluated in accordance with B13.1(a).

B6. TENDER SUBMISSION

B6.1 The Tender Submission consists of the following components:

- (a) Form A: Tender;
- (b) Form B: Prices;
- (c) Detailed Specifications 03047;
- (d) Questionnaire.

B6.2 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.

B6.3 The Tender Submission shall be submitted, enclosed in a sealed envelope. The envelope shall be clearly marked with the Tender Number and the Bidder's name and address.

B6.3.1 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.

B6.4 Tender Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.5 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

B7. TENDER

B7.1 The Bidder shall complete Form A: Tender, making all required entries.

B7.2 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.

B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 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.

B7.4 Paragraph 10 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Tender shall be printed below such signatures.

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B7.5 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.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on FORM B: PRICES.

B8.2 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.

B8.3 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 Specifications.

B8.4 Prices tendered shall be gross prices, expressed in Canadian funds, including all applicable duty, freight, cartage, tire tax, air conditioning tax, Federal and Provincial Taxes (except Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST) which shall be extra, where applicable), 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.

B9. QUALIFICATION

B9.1 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.

- B9.2 For the purpose of warranty and maintenance repairs, the Bidder shall have an authorized service facility located within 10 km of the boundaries of the City of Winnipeg. The facility, or a portion thereof, shall be dedicated to the service and maintenance of the type equipment being offered. Upon request of the Contract Administrator, Bidders shall provide a description of the service facility including, but not limited to, number of qualified service staff, years of service experience, and general service capabilities. A description of the service facility shall be provided within three (3) Business Days upon request by the Contract Administrator.
- B9.3 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.4 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.

B10. OPENING OF TENDER SUBMISSIONS

- B10.1 Tender Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.
- B10.2 Bidders or their representatives may attend.

B11. IRREVOCABLE BID

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Tender.
- B11.2 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 for the time period specified in Paragraph 9 of Form A: Tender.

B12. WITHDRAWAL OF BIDS

- B12.1 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.
- B12.1.1 Notwithstanding GC.7.05(2), 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.
- B12.1.2 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 10 of Form A: Tender, and only such person, has authority to give notice of withdrawal.
- B12.1.3 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 10 of Form A: Tender; and
 - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

B13. EVALUATION OF BIDS

B13.1 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 or acceptable deviation therefrom;
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9;
- (c) Total bid price;

B13.2 Further to B13.1(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.

B13.3 Further to B13.1(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.

B13.4 Further to B13.1(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.

B13.5 For the purpose of evaluating a Bid, the Bidder may be requested to supply a demonstration piece of equipment for test if the City deems it appropriate. The demonstration piece of equipment shall be available, in Winnipeg, not more than twenty (20) calendar days following a written request by the Contract Administrator.

B13.6 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

B14.1 The Award Authority will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 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.

B14.2.1 Without limiting the generality of B14.2, 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.

- B14.3 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.
- B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompanied with said Purchase Order.