

PART B

BIDDING PROCEDURES

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

- B1.1 SUPPLY, INSTALLATION, SALES AND MAINTENANCE OF CITY TRANSIT SHELTER FACIA ADVERTISING SIGNS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 24, 2004.
- B2.2 Proposal Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- 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 All enquiries shall be directed to the Contract Administrator identified in D6.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, 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.
- B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 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. CONFIDENTIALITY

- B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

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 Request for Proposal, 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 on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda shortly before submitting his Proposal.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal Submission consists of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Revenue;
 - (c) Résumés of key personnel;
 - (d) Business Plan;
 - (e) Design Drawings; and
 - (f) Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft.
- B6.2 The proposal for this Work shall be based on:
- (a) the right to sell and place Facia Advertising Signs (to a maximum of 1,000 signs) on City Transit Shelters (to a maximum of 450 shelters);
 - (b) with installation and revenue schedules to the City;
 - (c) total minimum annual guaranteed fixed payment for each year of the contract term, for each option offered;
 - (d) if the proposal includes a percentage (%) of gross billings payable to the City above the minimum annual guaranteed fixed payment, this shall be stated for each alternative offered;
 - (e) a business plan which outlines "start up" plans, operational plans, financial plans and accurately represents the work;
- B6.3 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B6.3.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B6.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.5 Proposal 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. PROPOSAL

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

B7.2 Paragraph 2 of Form A: Proposal 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 Proposal 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: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B7.4 Paragraph 12 of Form A: Proposal 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, should 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: Proposal 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 Proposal 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 Proposal Submission and the Contract, when awarded, shall be both joint and several.

B8. REVENUE

B8.1 The Bidder shall state all revenues in Canadian funds.

B8.2 Except as otherwise provided in this Agreement, each of the City and the Contractor shall be responsible for its own fees, expenses and other Costs incurred in connection with carrying out its obligations under this Agreement

B9. FACIA ADVERTISING SIGN OWNERSHIP

B9.1 The City acknowledges that during the Term of this Agreement that the Contractor Owned Facia Advertising Signs shall remain the property of the Contractor. The Contractor agrees, except as otherwise provided herein, that upon the completion of the full Term of this Agreement all

Contractor Owned Facia Advertising Signs that have been installed during this Agreement shall remain the property of the Contractor.

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, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (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) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;

B10.2 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.

B10.3 The Bidder shall provide, at 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. BID SECURITY

B11.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of Ten Thousand Dollars (\$10,000.00), and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Proposal Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of Ten Thousand Dollars, 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 Proposal 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 Twenty Thousand Dollars, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B11.2 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.

B11.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B11.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B11.3 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 Request for Proposal.

B11.4 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B12.1 Proposal Submissions will not be opened publicly.

B12.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B12.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, or by other authorities having jurisdiction.

B13. IRREVOCABLE OFFER

B13.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Proposal.

B13.2 The acceptance by the City of any Proposal shall not release the Proposals of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Proposal.

B14. WITHDRAWAL OF OFFERS

B14.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
- (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Proposal withdrawn.

B14.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B13.2 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.

B15. INTERVIEWS

B15.1 The Contract Administrator may, at his/her sole discretion, interview Bidders during the evaluation process.

B16. NEGOTIATIONS

B16.1 The City reserves the right to negotiate details of the Contract with Bidders.

B16.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his/her best offer, not a starting position for negotiations, in his/her Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.

B16.3 If, in the course of negotiations pursuant to B16.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

B17. EVALUATION OF PROPOSALS

B17.1 Award of the Contract shall be based on the following evaluation criteria:

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| (a) conformance with mandatory requirements | pass/fail; |
| (b) qualifications of the Bidder | pass/fail; |
| (c) industry experience of key personnel | 5%; |
| (d) business plan | 5%; |
| (e) other factors which may present advantages to the City | 10%; |
| (f) design(s) of fascia advertising sign | 25%; |
| (g) net present value of the total contract | 55%. |

Conformance With Mandatory Requirements

B17.2 Further to B17.1, the City may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Proposal or waive technical requirements if the interests of the City so require.

Qualifications of the Bidder

B17.3 Further to B17.1(b), the City may reject any Proposal submitted by an Bidder who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified. A responsible and qualified Bidder is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.

B17.4 The Bidder shall:

- (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Bidder and of any proposed Subcontractor including:
 - (i) proof that he/she is incorporated or otherwise authorized to do business in Manitoba;
 - (ii) proof that he/she is financially capable of carrying out the terms of the Contract;
 - (iii) proof that he/she has successfully carried out works similar in scope and value, or is fully capable of performing the Work required to be done in accordance with the terms of the Contract;

- (iv) such other pertinent data as may be required by the Buyer;
- (b) provide, on the request of the Buyer, full access to any of the Bidder's equipment and facilities to confirm, to the Buyer's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

Industry Experience of Key Personnel

- B17.5 Further to B17.1(c), industry experience of key personnel will be evaluated considering the Bidder's Proposal or in other information required to be submitted.

Business Plan

- B17.6 Further to B17.1(d), business plan will be evaluated considering the Bidder's Proposal or in other information required to be submitted. The business plan will be evaluated for completeness and reasonableness of the plan.

Other Factors which may Present Advantages to the City

- B17.7 Further to B17.1(e), other factors, which may present advantages to the City, will be evaluated considering the Bidder's Proposal or in other information required to be submitted.

Design of Facia Advertising Signs

- B17.8 Further to B17.1(f), design(s) of Facia Advertising Signs will be evaluated considering the Bidders Proposal or in other information required to be submitted. Points shall be awarded based on, but not limited to shape, material, construction, size and decorative elements of sign.

Net Present Value of the Total Contract

- B17.9 Further to B17.1(g), net present value of the total contract will be evaluated considering:
- (a) the guaranteed revenue to be received;
 - (b) percentage of gross billings may be considered in B17.1(e) Other Factors.
- B17.10 Net Present Value will be determined using a discount rate of six percent (6%) per year. The highest return to the City will receive the most points with all other Proposals being pro-rated accordingly.

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 Proposals 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 are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (b) only one Proposal is received; or
 - (c) 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 most advantageous offer.