

PART B

BIDDING PROCEDURES

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

- B1.1 PROVISION OF HOURLY RATES FOR HIRED EQUIPMENT AND DUMP TRUCKS 2004 – 2005 CONSTRUCTION SEASON

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 12, 2004.
- B2.2 Bid 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 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, 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 Bid Opportunity 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 Bid Opportunity 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. ADDENDA

- B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B4.2 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.
- B4.2.1 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>.
- B4.2.2 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 Bid.
- B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- 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 five (5) 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 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.
- 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 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 B13.
- B5.9 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.

B6. BID SUBMISSION

- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
- and at least one (1) of the following Appendix's:

- (b) Appendix "A";
 - (c) Appendix "B";
 - (d) Appendix "C";
 - (e) Appendix "D";
 - (f) Appendix "E".
- B6.2 All components of the Bid 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 Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B6.3.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.5 Bid 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. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid 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: Bid, 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: Bid 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: Bid 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 Bid 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 Class of Equipment, truck or special equipment attachments on each Appendix submitted.
- B8.1.1 Notwithstanding GC.9.01(1), Prices on Appendix A thru D shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.2 The Bidder shall state the Make, Model, Unit and Serial Number to identify all equipment and trucks bid, in writing on the applicable Appendix. Failure to include the Make, Model, Unit and Serial Number shall cause the equipment or truck so bid to be rejected.
- B8.3 Bidders will be required to submit a copy of the vehicle registration after the submission deadline. No truck shall be call out for work until the vehicle registration has been submitted.
- B8.4 Bidders are advised that only street sweepers are to be bid on Appendix's B, C and D. All dump trucks are to be bid on Appendix F.
- B8.5 Bidders are advised that street sweepers are to be bid separately for spring cleanup, regular and fall cleanup and cleanup for Centralized Services. Separate bid sheets are provided for each of these categories of Work.
- B8.6 In the event that bids from different Bidders are identical for a class of truck, the City reserves the right to have a lottery. The lottery would consist of having a draw of names to set the call-out order, with all tied Bidders being invited to attend.
- B8.7 In the event that the City errs in the slotting and/or calling out of equipment/dump trucks, the Bidder/Contractor shall have no claim against the City.
- B8.8 The Contractor shall not be compensated for rest breaks or meal breaks except as outlined below. If operational requirements permit, the City foreman may, at his discretion, allow one paid break per four hours of WORK up to the maximum extent of **fifteen minutes**. The fifteen minutes for the break shall include travel time to and from the work site. Breaks cannot be accumulated nor will payment be owing by the City for breaks not granted or not taken.
- B8.9 All quoted hourly rental rates shall include all costs of any nature whatsoever associated with the supply and operation of the equipment and trucks, including but not limited to:
- (a) Qualified operators;
 - (b) Fuel, oil, lubrication and all maintenance;
 - (c) Any and all overtime, except as specified in B8.8 (i.e: no special or additional overtime rates will be accepted);
 - (d) Any and all travel time to the work site, except as specified in B8.9.
 - (e) All insurance and all other costs.

- B8.10 An overtime premium of \$9.10/hour will be paid for each hour of equipment/truck time worked during the weekend period 19:00 hours Friday to 19:00 hours Sunday.
- B8.10.1 An overtime premium will also be paid for work on a statutory holiday or Remembrance Day. In the event that one of these holidays falls on a Friday then the premium will be paid for all equipment/truck hours worked between 19:00 Thursday to 19:00 Sunday. Similarly, if one of these holidays falls on a Monday, then a premium will be paid for all equipment/truck hours worked between 19:00 Friday to 19:00 Monday.
- B8.10.2 Should a statutory holiday or Remembrance Day fall on Tuesday, Wednesday or Thursday, an overtime premium will be paid for all hours worked from 19:00 hours the day prior to 19:00 hours on the day of the holiday.
- B8.10.3 Statutory holidays are New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day and Christmas Day.
- B8.10.4 Any weekend or statutory holiday premium paid to the equipment/truck operator is the sole responsibility of the equipment/truck owner. Notwithstanding that the Contractor may be required by law to pay overtime to his employees if they have worked excessive hours.
- B8.11 Equipment and trucks called out shall be paid a minimum of four hours, except where it is obvious from inclement weather, that the WORK will not proceed. This minimum would apply to all equipment and trucks except in the case of a backhoe-breaker combination in Class M1 where the four hours would only apply to the backhoe rate (M1A). The breaker (M1B) would be paid 2 hours minimum. The hourly rates quoted are from the time that equipment reaches the site until the specific work is completed. Travel time to and from job site is the responsibility of the Contractor and the City will not pay for same. If there is any doubt the Contractor should contact Equipment Dispatch at 986-6481.
- B8.11.1 A callout shall include WORK assigned at one or more locations and includes WORK assigned for different users.
- B8.11.2 For **Spring cleanup**, the Streets Maintenance Division will set up a central phone number (775-7669) with a recording stating whether work will proceed or will be cancelled for the day. The Contractor should contact this number prior to the start of a street sweeping shift.

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;
 - (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);
- B9.2 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.

B9.3 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.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bid Submissions will be not be opened, 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.

B10.1.1 Bids will not be opened publicly.

B10.2 A complete list of unevaluated bids (pending review and verification of conformance with requirements) shall be available for viewing twenty-one (21) days following the Submission Deadline in Adobe Acrobat (pdf) format at The City of Winnipeg, Corporate Finance, Materials Management internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 A call out list shall be established for each type of Work and class of equipment.

B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, or by other authorities having jurisdiction.

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: Bid.

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: Bid.

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.7.06(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: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, 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 Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; 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 Bid Opportunity;
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9;
 - (c) Call Out List for Dump Trucks will be determined on Unit Price;
 - (d) Call Out List for all other Equipment will be determined as per Clause B13.2.
- B13.2 For the purpose of determining the call out list for other equipment, the following slotting formula will be used:
- (a) Equipment manufactured after 1999 shall be given a 20% slotting price per hour advantage;
 - (b) Equipment manufactured after 1989 shall be given a 15% slotting price per hour advantage;
 - (c) Equipment manufactured after 1984 shall be given a 10% slotting price per hour advantage; and
 - (d) Equipment manufactured in 1984 and prior years, shall be given no price per hour slotting advantage.

For Example:

	Year	Bid	Slotting Price	Advantage
Equipment Age:	a) 2000	\$40.00	\$32.00	20%
	b) 1990	\$40.00	\$34.00	15%
	c) 1985	\$40.00	\$36.00	10%
	d) 1984 or prior	\$40.00	\$40.00	0%

- B13.3 When a combination unit is bid, both serial numbers must be supplied (eg. truck and air compressor).
- B13.4 For the backhoe/breaker combination, it is anticipated that the backhoe will be used seventy-five percent of the time and the backhoe/breaker combination twenty-five percent of the time, the low bid (for slotting purposes only) for the combined unit will be determined by adding seventy-five percent of the backhoe rate and twenty-five percent of the combined backhoe/breaker rate (both backhoe/breaker are slotted based on age clause.) The 75%/25% backhoe/breaker use ratio stated is an estimate only and is not meant to imply any guaranteed hours of usage for either the backhoe or hydraulic breaker.
- B13.5 Only original equipment manufactured (O.E.M.) serial numbers to be used.
- B13.6 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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.

B13.7 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B14. AWARD OF CONTRACT

B14.1 This Bid Opportunity is to establish pay rates and a hiring order for all classes of dump trucks and construction equipment identified for the 2004- 2005 Construction Season, except street and sidewalk sweepers, water trucks rates quoted shall be for equipment effective from the start of sweeping season 2004. The 2004-2005 construction season for other equipment and trucks shall be April 4, 2004 to April 2, 2005.

B14.2 Without limiting the generality of B14.1, 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 This Bid Opportunity shall not be interpreted by the Contractor(s) as an obligation on the part of the City to provide Work, or as a representation that Work is available. Work, if and when available, at the discretion of the Manager of Streets Maintenance Division, shall be assigned in accordance with the terms and conditions of this Bid Opportunity.

B15. BASIS FOR HIRING AND LAYOFF

B15.1 Trucks and equipment in each class will be hired and laid off on the basis of the quoted hourly rental rate, i.e.: the equipment or truck with the lowest quoted hourly rental rate in each class will be hired first and laid off last, subject to the other provisions of this Specification.

B15.2 Orders pertaining to the hiring and laying off of trucks and equipment issued by the Street Maintenance Division shall supersede any orders which may have been issued by a supervisor, foreman or other official of a User group.

B15.3 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.

B15.4 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 accompany said Purchase Order.