

**PART B**

**BIDDING PROCEDURES**

## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 Design, Supply and Construction of a Sand and Salt Storage Facility at 1539 Waverley Street

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 15, 2005.

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. SITE INVESTIGATION**

B3.1 Further to GC:3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is advised that no claim shall be made by the Contractor after Bid Submission is made or the work is done that there was a misunderstanding as to his responsibility in securing for himself information relative to the nature of the site or amount of work to be done.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 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.

B4.3 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.

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 Bid Opportunity 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 Bid Opportunity, 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 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's Bid Opportunities internet website for addenda shortly before submitting his Bid.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6. SUBSTITUTES**
- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- 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 B16.

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. BID SUBMISSION**

B7.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;
- (c) Form G1: Bid Bond and Agreement to Bond, or  
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or  
a certified cheque or draft;
- (d) Design-Build Proposal as per Clause B12.

B7.2 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.

B7.3 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.

B7.3.1 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.

B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.5 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

B7.6 Any costs incurred for preparation of Bids submitted by Bidders are at the cost of the Bidder.

## **B8. BID**

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 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.
- 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: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 12 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, 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: Bid 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 Bid Submission and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B9.2 The Bidder shall state a separate price in Canadian funds for each of the following items of Work on Form B: Prices:
- (a) Separate Price – Item No. 1 shall be the amount to be deducted from the lump sum price if 100mm thick asphalt pavement (approximately 1835 square meters) and 230mm concrete pavement (approximately 210 square meters) is installed by others.
  - (b) Separate Price – Item No. 2 shall be the amount to be deducted from the lump sum price if 18'-0" x 18'-0" sectional metal overhead doors are substituted for 20'-0" x 20'-0" sectional metal overhead doors along the north and south walls in accordance with E13 of the Specifications.
  - (c) Separate Price – Item No. 3 shall be the amount to be deducted from the lump sum price if 18'-0" x 18'-0" sectional metal overhead doors are substituted for 20'-0" x 20'-0" sectional metal overhead doors along the east and west walls in accordance with E13 of the Specifications.
- B9.3 Payment of the lump sum price will be made to the Contractor in accordance with the payment schedule set out in D23.

## **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:
  - (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;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

### **B10.2 Further to B10.1(g), the Bidder shall, within three (3) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:**

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program - Option 1 administered by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.)

### **B10.3 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, any proposed Subcontractor and of the quality of materials and building systems for the proposed usage for sand and salt storage.**

### **B10.4 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.**

## **B11. BID SECURITY**

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

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in

- Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, 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 Bid 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 at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B11.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- 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 Bid Opportunity.
- 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. DESIGN-BUILD PROPOSAL**

- B12.1 The Design-Build Proposal shall be submitted as part of the Bid Submission and shall include the following components and any supplementary material deemed necessary to present the proposal:
- (a) Title Page
  - (b) Cover Letter
  - (c) Table of Contents
  - (d) Identification of Design-Build Contractor including name, address, telephone number, fax number and e-mail address of firm(s).
  - (e) Identification of Design-Build Consultant(s) who will provide the design services including name, address, telephone number, fax number and e-mail address of firm(s).
  - (f) Relevant experience of the Design-Build Contractor in the design, construction, inspection, quality control monitoring, and commissioning of works of a similar nature.
  - (g) Organizational Chart(s) showing the roles and responsibilities of the Bidder's project manager and other key personnel. Resumes showing the relevant experience of the project manager and other key personnel.
  - (h) Site plan showing the general arrangement of the site works, site services, entry and exit locations, existing landscaping, etc. The site plan shall conform to the Bid Opportunity Drawings and Reference Drawings and shall use standard engineering or architectural scales.

- (i) List of products, equipment and materials that the bidder intends to incorporate into the facility and outline specifications of these products, equipment and materials. The outline specifications shall meet or exceed the Specifications included in these Bid Opportunity Documents.

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B13.1 Bid 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.
  - B13.1.1 Bidders or their representatives may attend.
  - B13.1.2 Bid Submissions determined by the Manager of Materials, or his designate, to not include the bid security specified in B11 will not be read out.
- B13.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available in Adobe Acrobat (pdf) format on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B13.3 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>.
- B13.4 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.

### **B14. IRREVOCABLE BID**

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B14.2 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 11 of Form A: Bid.

### **B15. WITHDRAWAL OF BIDS**

- B15.1 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.
  - B15.1.1 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.
  - B15.1.2 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 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
  - B15.1.3 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 12 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.

B15.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B14.2 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.

## **B16. EVALUATION OF BIDS**

B16.1 Award of the Contract shall be based on the following 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 B10;
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B16.2 Further to B16.1(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.

B16.3 Further to B16.1(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. The Design Build Team qualifications and experience shall be evaluated considering the information submitted.

B16.4 Further to B16.1(c), the Total Bid Price shall be the Lump Sum Price shown on Form B: Prices adjusted, if necessary, as follows:

- (a) If the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
- (b) If the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the lump sum prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting the separate prices in the order listed in B9.2 until a total Bid Price within the budgetary provision is achieved, i.e., Total bid Price = Lump Sum Price – Separate Price No. 1 – Separate Price No. 2 – Separate Price No. 3.

B16.4.1 If there is any discrepancy between the Lump Sum Price written in figures and the Lump Sum Price written in words, the price written in words shall take precedence.

## **B17. AWARD OF CONTRACT**

B17.1 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.

B17.2 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.

- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 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.