

FORM A: BID
(See B8)

1. Contract Title SUPPLY AND DELIVERY OF HIGH ROOF CARGO VANS

2. Bidder

Name of Bidder

Usual Business Name of Bidder as it appears on Invoice (if different from above)

Street

City

Province

Postal Code

(Mailing address if different)

Email Address of Bidder

Facsimile Number

Street or P.O. Box

City

Province

Postal Code

(Choose one)

GST Registration Number (if applicable)

The Bidder is:

a sole proprietor

a partnership

a corporation

carrying on business under the above name.

3. Contact Person

The Bidder hereby authorizes the following contact person to represent the Bidder for purposes of the Bid.

Contact Person

Title

Telephone Number

Facsimile Number

Email Address

4. Definitions

All capitalized terms used in the Contract shall have the meanings ascribed to them in the General Conditions and D3.

5. Offer The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out on Form B: Prices, appended hereto.

6. Commencement of the Work The Bidder agrees that no Work shall commence until he/she is in receipt of a notice of award from the Award Authority authorizing the commencement of the Work.

7. Contract The Bidder agrees that the Bid Opportunity in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.

8. Addenda The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:

No.	_____	Dated	_____
	_____		_____
	_____		_____

9. Time This offer shall be open for acceptance, binding and irrevocable for a period of sixty (60) Calendar Days following the Submission Deadline.

10. Signatures The Bidder or the Bidder's authorized official or officials have signed this _____ day of _____, 20____.

Signature of Bidder or
Bidder's Authorized Official or Officials

(Print here name and official capacity of individual whose signature appears above)

(Print here name and official capacity of individual whose signature appears above)

FORM B(R1): PRICES
(See B9)

SUPPLY AND DELIVERY OF HIGH ROOF CARGO VANS

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	QUANTITY	UNIT PRICE
1.	High Roof Cargo Van 11000 lbs. GVWR	15054	Each	10	

Name of Bidder

FORM N (R2): DETAILED SPECIFICATIONS 15054

High Roof Cargo Van 11000 lbs. GVWR

1.0 DESCRIPTION OF EQUIPMENT

1.1 Shall be an 11000 lbs. GVWR, **High Roof Cargo Van**. The Van shall be furnished complete and ready for use with all features and equipment as described herein.

1.2 **STATE YEAR, MAKE AND MODEL BEING BID:** _____

2. OTHER SPECIFICATIONS AND STANDARDS

2.1 All applicable SAE standards form an integral part of these specifications and shall have precedence in any conflict concerning minimum acceptable standards.

Society of Automotive Engineers, SAE:
http://en.wikipedia.org/wiki/Society_of_Automotive_Engineers

2.2 The completed unit and all its components shall comply with all C.M.V.S.S. and Manitoba Highway Traffic Act regulations and requirements including, but not limited to, a Manitoba Government Inspection.

Highway Traffic Act: <http://web2.gov.mb.ca/laws/statutes/ccsm/h060e.php>

Canadian Motor Vehicle Safety Standards, CMVSS: <http://www.gnb.ca/0062/regs/83-163.htm>

3. SERVICE FACILITY

3.1 For the purpose of warranty repairs, the manufacturer 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. Further to B11, 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 within three (3) Business Days upon request of the Contract Administrator.

4. INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS

4.1 All items in these specifications must be answered indicating compliance or non-compliance. **Bidders shall state "yes" for compliance or state deviation**, or give reply where requested to do so. Deviations shall be clearly stated and fully detailed. Alternatives will be considered subject to evaluation.

4.2 Each bidder is required to fill in every blank. **Failure to do so may be used as a basis for rejection of bid.**

5.0 SPECIFICATIONS

BIDDER TO STATE "YES" OR STATE DEVIATION

5.1 GVWR: Approx. 11000 lbs., **state** _____

5.2 Wheelbase: approximately 170", **state** _____

5.3 Cargo area: extra-long, approx. length 185", **state** _____

5.4 Super High Roof: approximately 120" from the ground, **state** _____

- 5.5 Interior Height: approx. 84", **state** _____
- 5.6 Engine: V6 diesel _____
- 5.7 High idle: pre-set with programmable special module (PSM) _____
- 5.8 Drive Line: rear wheel drive with electronically controlled automatic transmission. _____
- 5.9 Heavy duty alternator: **state Amperage** _____
- 5.10 Second alternator: approx. 280 amps, wired with Item 5.14. Wired separate from main alternator and battery. _____
- 5.11 Block heater with cord through grille _____
- 5.12 Coolant: antifreeze to -35°C _____
- 5.13 Battery: approx. 95 Ah/850 CCA, **state** _____
- 5.14 Additional battery for retrofit, approx. 95 Ah/850 CCA, with cut-off relay for additional battery _____
- 5.15 Steering: with height and reach adjustment _____
- 5.16 Brakes: power with ABS _____
- 5.17 Traction control with stability control _____
- 5.18 Tires –front & rear: all-season, **state size** _____
- 5.19 State optional price for an additional set of six (6) Winter tires and steel rims, **state** make model, size: _____ \$ _____
- 5.20 Spare rim & tire with carrier _____
- 5.21 Mud-flaps: front and rear _____
- 5.22 Floor covering: Rubber or cloth matting floor in seating area _____
- 5.23 Mirrors: Interior rear-view & dual power exterior (heated) _____
- 5.24 Windshield wipers: intermittent _____
- 5.25 Two (2) Remote keyless entry – key fobs and three (3) sets of Ignition keys or if the keys and key fobs are one unit, supply 3 key fobs. _____
- 5.26 Air conditioning _____
- 5.27 Front beverage holder _____
- 5.28 Cruise control _____
- 5.29 Door locks: power _____
- 5.30 Driver and passenger windows: power _____
- 5.31 Radio: AM-FM with CD player or mp3 or USB port, Bluetooth® technology, for use with cellular phones, "hands-free" capable, voice command activated through vehicle's radio circuit. _____
- 5.32 Seats: Two (2) bucket seats, cloth or cloth and vinyl _____
- 5.33 Convenience Package: Multifunction steering wheel w/trip computer includes pixel-matrix display in instrument cluster. Two additional master _____

- keys. Cruise control. 12 volt power outlet in driver's seat base. Lockable glove compartment. Hinged lid for center console storage compartment.
- 5.34 Assist handles on right and left rear doors. _____
- 5.35 Driving Assistance Package: heated and power adjustable side mirrors. Heat –insulated glass with windshield band. Automatic headlamps and windshield wipers. Collision prevention assist. Blind spot assist. Lane keeping assist. High beam assist. Overhead control panel with 2 reading lamps. _____
- 5.36 Heater: auxiliary front 5 kW with timer and auxiliary heater fuel sending unit _____
- 5.37 Cargo Door- passenger side sliding door (no window) _____
- 5.38 Rear cargo doors – double wing (with windows), 270-degree opening _____
- 5.39 Interior lights: dome with door switches on front, side and rear doors _____
- 5.40 Air bags: front driver's and passenger _____
- 5.41 12-Volt power point _____
- 5.42 Colour interior: black or dark grey _____
- 5.43 Colour exterior: white _____
- 5.44 Fuel tank: Fully fuelled upon delivery _____
- 5.45 Rear view camera _____
- 5.46 Reverse warning system (back up alarm) _____
- 5.47 Heavy duty hitch-ready bumper step. Approximate specifications: 59" wide x 9.75" deep x 2" high, main plank galvanized 14 gauge steel with rubber endcaps, brackets 3/16" thick channel steel. SprinterWorld model SPRBS07-H or equivalent. _____
- 5.48 Suspension seat package (Driver and passenger suspension seats). _____
- 5.49 Rear receiver 5,000 lbs towing capacity compatible with item 5.47. _____
- 5.50 State optional price for brake control module, trailer plug wiring (7-pin), and related electrical provisions for towing. \$ _____
- 6.0 **Warranty**
- 6.1 Basic vehicle: Three (3) years or 60000 km, **state** _____
- 6.2 Powertrain coverage: Five (5) years or 100,000 km, **state** _____
- 6.3 Corrosion rust-through - 60 months/100,000 km, **state** _____
- 6.4 Roadside assistance - 60 months/100,000 km Roadside assistance coverage with courtesy transportation included (Courtesy transportation - 60 months /100,000 km), _____
- 6.5 Warranty- (all warranty information shall be detailed and include all exclusions. The successful bidder shall provide all published warranty information upon delivery of the equipment. Bidder shall state all warranty information. _____

6.6 **Optional Extended Warranty**

6.7 State optional price for "bumper to bumper" extended **OEM Factory Warranty** for up to 6 years/ (160,000 km). **state:** _____ \$ _____

7.0 **Optional Service/Maintenance Package**

7.1 State optional price for service and maintenance package which includes: \$ _____

- Pre-Paid Maintenance covering all services up to approx. 270,000Kms or 5 years/ 9 services. **State:** _____
- Priority next day appointments for servicing
- Heated storage for units with boilers (if dropped off during working hours)
- Unscheduled work will be diagnosed within 24 hours
- Same day return service for all scheduled maintenance activities

8.0 **DELIVERY**

8.1 **Delivery Point:** The complete unit shall be serviced, ready for operation and delivered F.O.B. with the freight prepaid, including invoice and N.I.V.S. (if applicable) to the WFMA 185 Tecumseh Street, Winnipeg MB. _____

8.2 **Delivery Time:** Within **(20) twenty calendar weeks** from the date of award. Equipment shall be delivered between 8:00 am and 2:00 pm on Business Days. _____

8.3 **Delivery Contact:** The Contractor shall contact the Contract Administrator prior to delivery of the equipment. _____

8.4 **P.D.I:** A pre-delivery inspection shall be performed by the Contractor on the equipment. Proof upon inspection including completed check list _____

9.0 **MANUALS**

9.1 Manuals supplied under this Contract. The manuals shall cover the complete equipment including all components thereof, CD is preferred where available. _____

9.2 Operator's manual: One (1) per unit shall be supplied with the units when delivered: _____

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF HIGH ROOF CARGO VANS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 3, 2015.

B2.2 Bids 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 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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 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.

B3.5 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.

B3.6 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. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity 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 Bid Opportunity, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 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.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products 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 seven (7) 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 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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 two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any 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”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with 15054 and B7.7 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form N: Detailed Specifications;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid 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, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.5.1 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.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

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/her own name, his/her 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/her 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 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/her 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/her 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 should be printed below such signatures.
- B8.4.2 All signatures shall be original.
- 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 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.
- B9.1.1 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.1.2 Prices on Form B: Prices shall **not** include the Manitoba Tire Stewardship Board New Tire Levy (tire tax) which shall be extra where applicable.

B9.1.3 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B9.2 The City will use the 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 Specifications.

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are: Mercedes-Benz Winnipeg and Birchwood Ford

B11. QUALIFICATION

B11.1 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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations 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 website at <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B11.4 The Bidder shall 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.

B11.5 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.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

- B12.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B12.3 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 (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B12.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13. IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 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.

B14. WITHDRAWAL OF BIDS

- B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 Notwithstanding C21, 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.
- B14.1.2 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.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid 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 B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid 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 Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B15. EVALUATION OF BIDS

- B15.1 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 or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Total Bid Price;

(d) economic analysis of any approved alternative pursuant to B6;

B15.2 Further to B15.1(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 or minor informalities or irregularities if the interests of the City so require.

B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B15.4 Further to B15.1(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.

B15.5 This Contract will be awarded as a whole.

B16. AWARD OF CONTRACT

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 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.

B16.2.1 Without limiting the generality of B16.2, 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.

B16.3 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, in accordance with B15.

B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B16.4 Notwithstanding C4 and Paragraph 6 of Form A: Bid, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B16.5 The Contract, as defined in C1.1(n)(ii) 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.