



THE CITY OF WINNIPEG

BIDDING PROCEDURES

TENDER NO. 667-2026

2026 PAVEMENT RESURFACINGS (CCDC 4 – 2023)

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid/Proposal

Form B: *Schedule of Prices*

Form G1: Bid Bond and Agreement to Bond

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Definitions	1
B4. Consultant	2
B5. Site-investigation	2
B6. Geotechnical Report	2
B7. Enquiries	2
B8. Confidentiality	2
B9. Addenda	3
B10. Substitutes	3
B11. Bid Components	4
B12. Bid	4
B13. Prices	5
B14. Disclosure	6
B15. Conflict of Interest and Good Faith	6
B16. Qualification	7
B17. Bid Security	8
B18. Opening of Bids and Release of Information	9
B19. Irrevocable Bid	9
B20. Withdrawal of Bids	9
B21. Evaluation of Bids	9
B22. Award of Contract	10

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2026 Pavement Resurfacings (CCDC 4 – 2023)

B2. SUBMISSION DEADLINE

B2.1 The *Submission Deadline* is 12:00 noon Winnipeg time, August 14, 2026.

B2.2 The *Consultant* or the Manager of Purchasing may extend the *Submission Deadline* by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. DEFINITIONS

B3.1 Capitalized terms in this Part B–Bidding Procedures have the meanings set out in this Part B – Bidding Procedures, unless defined in the General Conditions as amended by the Supplemental Conditions, the General Requirements, the Specifications, or the Drawings.

B3.2 A reference in the Tender to a section, clause or subclause with the prefix “Article” or “GC” designates the applicable section in the *Contract*.

B3.3 When used in these Bidding Procedures:

- (a) “*Award Authority*” means the authority having the jurisdiction to award the Contract according to the *City’s* by-laws, policies or procedures;
- (b) “*Bid*” means the documents and other things, including but not limited to forms contained in the *Bid Submission*, which must be completed or provided and submitted by the *Submission Deadline* in order to constitute a responsive offer;
- (c) “*Bidder*” means any Person submitting a Bid or Proposal for the Work;
- (d) “*Bidding Procedures*” means the portion of the *Tender* by that name which sets out the terms and conditions governing the Bid, and a reference to a section, clause or subclause with the prefix “B” designates a section, clause or subclause in that portion of the *Tender*;
- (e) “*Bid Submission*” means that portion of the *Tender* by that name which contains forms to be included in the Bid;
- (f) “*City*” or “*Owner*” means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c39;
- (g) “*Contract*” means the CCDC 4– 2023 Unit Price Contract, including the General Conditions as may be modified by the Supplemental Conditions, the General Requirements, and the Additional Specifications;
- (h) “*General Conditions*” and “GCs” means the General Condition of CCDC 4 – 2023 Unit Price Contract, as may be amended by Supplemental Conditions in C0;
- (i) “*General Requirements*” means the General Requirements as set out in Part D - General Requirements;
- (j) “*Person*” means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a *Person*;
- (k) “*Submission Deadline*” means the time and date set out in Part B -Bidding Procedures for final receipt of Bids;
- (l) “*Supplemental Conditions*” or “*Supplementary Conditions*” means the Supplementary Conditions to the CCDC 4 – 2023 Unit Price *Contract* as set out in Part C – Contract Format and Supplemental Conditions;
- (m) “*Tender*” means the *Bid Submission*, these Part B -Bidding Procedures, the *Contract Documents*, and all addenda;
- (n) “*Total Bid Price*” is the sum of the *Unit Prices* in the Form B: Schedule of Prices, which, upon award of the *Contract*, will become the *Contract Price*.

B4. CONSULTANT

B4.1 The Consultant for this Project is AECOM Canada ULC, represented by:

Ryan Cunningham, P.Eng.
Tel. (204) 792-6742

Email: ryan.cunningham1@aecom.com

B5. SITE-INVESTIGATION

B5.1 The *Bidder* may view the *Place of Work* without making an appointment.

B5.2 The *Bidder* is responsible for inspecting the *Place of Work*, the nature of the *Work* to be done and all conditions that might affect their Bid or their performance of the *Work*, and shall assume all risk for conditions existing or arising in the course of the *Work* which have been or could have been determined through such inspection.

B6. GEOTECHNICAL REPORT

B6.1 The geotechnical report is provided to aid the *Bidder's* evaluation of the pavement structure. The geotechnical report is contained in Appendix A.

B7. ENQUIRIES

B7.1 All enquiries shall be directed to the *Consultant*.

B7.2 If the *Bidder* finds errors, discrepancies or omissions in the *Tender*, or is unsure of the meaning or intent of any provision therein, the *Bidder* shall notify the *Consultant* of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) *Working Days* prior to the *Submission Deadline*.

B7.3 Responses to enquiries which, in the sole judgment of the *Consultant*, require a correction to or a clarification of the *Tender* will be provided by the *Consultant* to all *Bidders* by issuing an addendum.

B7.4 Responses to enquiries which, in the sole judgment of the *Consultant*, do not require a correction to or a clarification of the *Tender* will be provided by the *Consultant* only to the *Bidder* who made the enquiry.

B7.5 The *Bidder* shall not be entitled to rely on any response or interpretation received pursuant to B6 unless that response or interpretation is provided by the *Consultant* in writing.

B7.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B8. CONFIDENTIALITY

B8.1 Information provided to a *Bidder* by the *Owner* or acquired by a *Bidder* by way of further enquiries or through investigation is *Confidential Information*. Such information shall not be used or disclosed in any way without the prior written authorization of the *Consultant*. 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.

B8.2 The *Bidder* shall not make any statement of fact or opinion regarding any aspect of the *Tender* to the media or any member of the public without the prior written authorization of the *Consultant*.

B9. ADDENDA

B9.1 The *Consultant* may, at any time prior to the *Submission Deadline*, issue addenda correcting errors, discrepancies or omissions in the *Tender*, or clarifying the meaning or intent of any provision therein.

B9.2 The *Consultant* will issue each addendum at least two (2) *Working Days* prior to the *Submission Deadline*, or provide at least two (2) *Working Days* by extending the *Submission Deadline*.

B9.3 Addenda will be available on the MERX website at www.merx.com.

B9.4 The *Bidder* is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the *Submission Deadline*, as may be amended by addendum.

B9.5 The *Bidder* shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B9.6 Notwithstanding B6, enquiries related to an addendum may be directed to the *Consultant*.

B10. SUBSTITUTES

B10.1 The *Work* is based on the *Products* and methods specified in the *Tender*.

B10.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the *Consultant* in writing.

B10.3 Requests for approval of a substitute will not be considered unless received in writing by the *Consultant* at least five (5) *Working Days* prior to the *Submission Deadline*.

B10.4 The *Bidder* shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the *Consultant* 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 Part D - General Requirements for *Ready-for-Takeover*;
- (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 Part D - General Requirements for *Ready-for-Takeover*.

- B10.5 The *Consultant*, after assessing the request for approval of a substitute, may in their 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.
- B10.6 The *Consultant* will provide a response in writing, at least two (2) *Working Days* prior to the *Submission Deadline*, to the *Bidder* who requested approval of the substitute.
- B10.6.1 The *Consultant* will issue an addendum, disclosing the approved *Product, Construction 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 they wish to inform.
- B10.7 If the *Consultant* approves a substitute as an “approved equal”, any *Bidder* may use the approved equal in place of the specified item.
- B10.8 If the *Consultant* approves a substitute as an “approved alternative”, any *Bidder* bidding that approved alternative may base their *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 B21.
- B10.9 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.

B11. BID COMPONENTS

- B11.1 The *Bid* shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Schedule of Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B11.2 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.
- B11.3 The *Bid* shall be submitted electronically through MERX at www.merx.com.
- B11.3.1 *Bids* will **only** be accepted electronically through MERX.
- B11.4 *Bidders* are advised that inclusion of terms and conditions inconsistent with the *Tender* document, including the CCDC 4 – 2023 Unit Price Contract General Conditions and Supplementary Conditions, will be evaluated in accordance with B21.1(a).

B12. BID

- B12.1 The *Bidder* shall complete Form A: Bid/Proposal, making all required entries.
- B12.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the *Bidder* is a sole proprietor carrying on business in their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B12.2.1 If a *Bid* is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B12.2.

- B12.3 In Paragraph 3 of Form A: Bid/Proposal, the *Bidder* shall identify a contact person who is authorized to represent the *Bidder* for purposes of the *Bid*.
- B12.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the *Bidder* is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
 - (d) if the *Bidder* is carrying on business under a name other than their 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.
- B12.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B12.5 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.

B13. PRICES

- B13.1 The *Bidder* shall state a price in Canadian funds for each item of the *Work* identified on Form B: Schedule of Prices.
- B13.1.1 Prices stated on Form B: Schedule of Prices shall not include any costs which may be incurred by the *Contractor* with respect to any applicable funding agreement obligations as outlined in GC 14. Any such costs shall be determined in accordance with GC 14.
- B13.2 The quantities listed on Form B: Schedule of Prices are to be considered approximate only. The *Owner* will use said quantities for the purpose of comparing *Bids*.
- B13.3 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*.
- B13.4 Payments to Non-Resident *Contractors* are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B13.5 Further to GC 5.3, and Part E - Additional Specifications, payment for Mobilization and Demobilization is included in this *Contract*.
- (a) A lump-sum amount for Mobilization and Demobilization is included in Form B: Schedule of Prices, as the last item.
 - (b) The lump-sum for the Mobilization and Demobilization *Bid* item shall not exceed five percent (5.00%) of the *Total Bid Price* for the *Contract*.
- B13.5.1 Further to B13.5(b), should the lump sum price exceed 5% of the *Total Bid Price* the lump sum price will be reduced to 5% of the *Total Bid Price*, the *Total Bid Price* will be determined using the reduced lump sum price and payment will be based on the reduced lump sum price.
- (c) The lump-sum shall cover all operations relating to the mobilization and demobilization of the *Contractor* to the *Project* location(s), as per Part E - Additional Specifications.
- B13.6 The *Bidder* shall enter the *Total Bid Price* from Form B: Schedule of Prices into the *Total Bid Price* field in MERX.
- B13.6.1 *Bidders* are advised that the calculation indicated in B21.4 will prevail over the *Total Bid Price* entered in MERX.

- B13.7 Form B: *Schedule of Prices* is organized into Parts: Part 1 of the *Work* and Part 2 of the *Work*. *Bidders* shall provide a total price for each Part and, on the summary sheet, a *Total Bid Price* consisting of the sum of prices for Part 1 and Part 2.

B14. DISCLOSURE

- B14.1 Various Persons provided information or services with respect to this *Work*. In the *Owner'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.
- B14.2 The Persons are:
- (a) MLT Aikins LLP – external Legal Services.
 - (i) The *City* has retained MLT Aikins LLP as its external legal advisor for this *Tender* and the preparation of contracts awarded under this *RFP*. By submitting a *Bid*, a *Bidder* expressly consents to MLT Aikins LLP continuing to represent the *City* for all matters in relation to this *Tender*, including any matter that is adverse to the *Bidder*, despite any information of the *Bidder* or any of their respective related parties, and any solicitor-client relationship that the *Bidder*, or any of their respective related parties, may have had, or may have, with MLT Aikins LLP in relation to matters other than this *Tender*. This section is not intended to waive any of the *Bidder's* rights of confidentiality or solicitor-client privilege. The *City* reserves the right at any time to waive any provision of this section.

B15. CONFLICT OF INTEREST AND GOOD FAITH

- B15.1 Further to Article 12.1, *Bidders*, by responding to this *Tender*, declare that no *Conflict of Interest* currently exists, or is reasonably expected to exist in the future.
- B15.2 *Conflict of Interest* means any situation or circumstance where a *Bidder* or employee of the *Bidder* proposed for the *Work* has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the *Owner* with respect to the evaluation of *Bids* or award of the *Contract*; or
 - (ii) compromise, impair or be incompatible with the effective performance of a *Bidder's* obligations under the *Contract*;
- (e) has contractual or other obligations to the *Owner* that could or would be seen to have been compromised or impaired as a result of their participation in the *Tender* process or the *Work*; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the *Owner* in the normal course of the *Tender* process) of strategic and/or material relevance to the *Tender* process or to the *Work* that is not available to other bidders and that could or would be seen to give that *Bidder* an unfair competitive advantage.
- B15.3 In connection with their *Bid*, each entity identified in B15.2 shall:
- (a) avoid any perceived, potential or actual *Conflict of Interest* in relation to the procurement process and the *Work*;
 - (b) upon discovering any perceived, potential or actual *Conflict of Interest* at any time during the *Tender* process, promptly disclose a detailed description of the *Conflict of Interest* to the *Owner* in a written statement to the *Consultant*; and

- (c) provide the *Owner* with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual *Conflict of Interest* and shall submit any additional information to the *Owner* that the *Owner* considers necessary to properly assess the perceived, potential or actual *Conflict of Interest*.
- B15.4 Without limiting B15.3, the *Owner* may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The *Owner's* waiver may be based upon such terms and conditions as the *Owner*, in their sole discretion, requires to satisfy itself that the *Conflict of Interest* has been appropriately avoided or mitigated, including requiring the *Bidder* to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the *Owner*, in their sole discretion, to avoid or mitigate the impact of such *Conflict of Interest*.
- B15.5 Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the *Owner*, the *Owner* may, in their sole discretion:
- (a) disqualify a *Bidder* that fails to disclose a perceived, potential or actual *Conflict of Interest* of the *Bidder* or any of their employees proposed for the *Work*;
 - (b) require the removal or replacement of any employees proposed for the *Work* that has a perceived, actual or potential *Conflict of Interest* that the *Owner*, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a *Bidder* or employees proposed for the *Work* that fails to comply with any requirements prescribed by the *Owner* pursuant to B15.4 to avoid or mitigate a *Conflict of Interest*; and
 - (d) disqualify a *Bidder* if the *Bidder*, or one of their employees proposed for the *Work*, has a perceived, potential or actual *Conflict of Interest* that, in the *Owner's* sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B15.6 The final determination of whether a perceived, potential or actual *Conflict of Interest* exists shall be made by the *Owner*, in their sole discretion.

B16. QUALIFICATION

- B16.1 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; 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*.
- B16.2 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 *Owner*. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B16.3 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);
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.5 and GC 10.5).

- B16.4 Further to B16.3(c), the *Bidder* shall, within five (5) *Working Days* of a request by the *Consultant*, provide proof satisfactory to the *Consultant* that the *Bidder/Subcontractor* has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the *Owner*. A list of acceptable reviewers and the review template are available at https://www.winnipeg.ca/matmgt/Safety/safety_consultant.stm.
- B16.5 Further to B16.3(d), the *Bidder* acknowledges that they and all *Subcontractors* have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the *Owner*.
- B16.6 The *Bidder* shall submit, within three (3) *Working Days* of a request by the *Consultant*, proof satisfactory to the *Consultant* of the qualifications of the *Bidder* and of any proposed *Subcontractor*.
- B16.7 The *Bidder* shall provide, on the request of the *Consultant*, full access to any of the *Bidder's* equipment and facilities to confirm, to the *Consultant's* satisfaction, that the *Bidder's* equipment and facilities are adequate to perform the *Work*.
- B17. BID SECURITY**
- B17.1 The *Bidder* shall include in their *Bid Submission* bid security in the form of a digital 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 Form G1: Bid Bond and Agreement to Bond, available at: <https://www.winnipeg.ca/media/4929/>.
- B17.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the *Bidder* must have valid digital signatures and seals;
 - (b) The version submitted by the *Bidder* must be verifiable by the *Owner* with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the *Owner*, and in a single file. Allowable formats include pdf.
 - (d) The verification may be conducted by the *Owner* immediately or at any time during the life of the bond and at the discretion of the *Owner* with no requirement for passwords or fees.
 - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B17.2(a).
- B17.3 Bonds failing the verification process will not be considered to be valid and the *Bid* shall be determined to be non-responsive in accordance with B21.1(a).
- B17.4 Bonds passing the verification process will be treated as original and authentic.
- B17.4.1 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.

- B17.5 The bid security of the successful *Bidder* and the next two lowest evaluated responsive and responsible *Bidders* will be released by the *Owner* when a *Contract* for the *Work* has been duly formed with the successful *Bidder* and the contract securities are furnished as provided herein. The bid securities of all other *Bidders* will be released when a *Contract* is awarded.
- B17.6 The bid securities of all *Bidders* will be released by the *Owner* as soon as practicable following notification by the *Consultant* to the *Bidders* that no award of *Contract* will be made pursuant to the *Tender*.

B18. OPENING OF BIDS AND RELEASE OF INFORMATION

- B18.1 *Bids* will not be opened publicly.
- B18.2 Following the *Submission Deadline*, the names of the *Bidders* and their *Total Bid Prices* (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B18.3 After award of *Contract*, the name(s) of the successful *Bidder(s)* and their *Contract* amount(s) will be available on the MERX website at www.merx.com.
- B18.4 The *Bidder* is advised that any information contained in any *Bid* may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City of Winnipeg policy or procedures (which may include access by members of *Council*).
- B18.4.1 To the extent permitted, the *Owner* shall treat as confidential information, those aspects of a *Bid Submission* identified by the *Bidder* as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B19. IRREVOCABLE BID

- B19.1 The *Bid(s)* submitted by the *Bidder* shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B19.2 The acceptance by the *Owner* 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 formed and the contract securities have been 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/Proposal.

B20. WITHDRAWAL OF BIDS

- B20.1 A *Bidder* may withdraw their *Bid* without penalty prior to the *Submission Deadline*.

B21. EVALUATION OF BIDS

- B21.1 Award of the *Contract* shall be based on the following *Bid* evaluation criteria:
- (a) compliance by the *Bidder* with the requirements of the *Tender*, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the *Bidder* and the *Subcontractors*, if any, pursuant to B16 (pass/fail);
 - (c) *Total Bid Price*;
 - (d) economic analysis of any approved alternative pursuant to B10.
- B21.2 Further to B21.1(a), the *Award Authority* may reject a *Bid* as being non-responsive if the *Bid* 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 *Owner* so require.

- B21.2.1 Any *Bid* with an apparent imbalance between the unit prices in Part 1 and Part 2 may be determined to be non-responsive and rejected by the *Award Authority* in their sole discretion, acting reasonably.
- B21.3 Further to B21.1(b), the *Award Authority* shall reject any *Bid* submitted by a *Bidder* who does not demonstrate, in their *Bid* or in other information required to be submitted, that they are qualified.
- B21.4 Further to B21.1(c), the *Total Bid Price* shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Schedule of Prices.
- B21.4.1 Further to B21.1(a), in the event that a unit price is not provided on Form B: Schedule of Prices, the *Owner* may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B21.4.2 Where MRST is shown on Form B: Schedule of Prices as a separate line item, if that Line item is not completed, the MRST shall be considered to be included in the *Total Bid Price*.
- B21.4.3 *Bidders* are advised that the calculation indicated in B21.4 will prevail over the *Total Bid Price* entered in MERX.

B22. AWARD OF CONTRACT

- B22.1 The *Owner* will give notice of the award of the *Contract* or will give notice that no award will be made.
- B22.2 The *Owner* will have no obligation to award a *Contract* to a *Bidder*, even though one or all of the *Bidders* are determined to be qualified, and the *Bids* are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the *Owner* will have no obligation to award a *Contract* where:
- (a) the prices exceed the available *Owner's* 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 *Owner's* cost to perform the *Work*, or a significant portion thereof, with their own forces;
 - (d) only one *Bid* is received; or
 - (e) in the judgment of the *Award Authority*, the interests of the *Owner* would best be served by not awarding a *Contract*.
- B22.3 The *Work* of this *Contract* is contingent upon Council approval of sufficient funding in the 2026 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the *Work*, the *Owner* will have no obligation to award a *Contract*.
- B22.4 Where an award of *Contract* is made by the *Owner*, the award shall be made to the qualified *Bidder* submitting the lowest evaluated responsive Bid, in accordance with B21.
- B22.4.1 Following the award of contract, a *Bidder* will be provided with information related to the evaluation of their Bid upon written request to the *Consultant*.