

PART B

BIDDING PROCEDURES

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B1. PROJECT TITLE

B1.1 DEACON ULTRAVIOLET (UV) LIGHT DISINFECTION PROJECT – INSTALLATION OF UV DISINFECTION SYSTEM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 22, 2004.

B2.2 Tender 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 Contract Administrator or an authorized representative will be available at the Site from 10:00 a.m. to 12:00 p.m. on January 6, 2004 and January 9, 2004 to provide Bidders access to the Site. **Attendance at one of these two meetings is mandatory**, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive. Bidders shall contact the Contract Administrator by fax in advance of their intention to attend. The site is located on Deacon Road, west of Provincial Road 207.

B3.2 The Bidder is advised that due to the unavailability of as-built drawings which accurately depict the most recent layout of the existing equipment and piping, a site visit is necessary for the bidders to best determine the demolition and installation requirements of this Contract.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.4 The Bidders' representatives are expected to print their company name and their own names and affix their signatures on the City's site visit sign-in sheet as evidence that they attended **one** of the mandatory site visits.

B3.5 Bidders will be required to provide their own hard hats and safety footwear while on the site. **Failure to have both of the required safety items will be cause for refusal to allow the Bidders on site for the mandatory site visit.**

B3.6 If the Bidders require additional information or explanation relating to the Work, the Bidders shall apply for the same to the City.

B3.7 The Bidders shall be solely responsible for any errors, omissions or misunderstandings resulting from the Bidders' failure to make a thorough examination of the site and obtain such information.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender Package, 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 Tender Package, 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 Tender Package, 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 Tender Package, 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 at The City of Winnipeg, Corporate Finance, Materials Management internet site at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- 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.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender Package.
- 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 and pay for any and all associated engineering costs and include same as Part of the Tender;
 - (d) identify any anticipated cost or time savings that may be associated with the substitute;
 - (e) 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;

- (f) 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 B15.

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. TENDER SUBMISSION

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

- (a) Form A: Tender;
- (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;

B7.2 All components of the Tender 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 Tender Submission shall be submitted enclosed and sealed in an envelope. The envelope shall be clearly marked with the Tender Number and the Bidder's name and address.

B7.3.1 Samples or other components of the Tender Submission, which cannot reasonably be enclosed in the envelope, may be packaged separately, but shall be clearly marked with the Tender Number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Tender Submission.

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

B7.5 Tender Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1

B8. TENDER

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

B8.2 Paragraph 2 of Form A: Tender 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: Tender, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 11 of Form A: Tender 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: Tender 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 Tender 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 each item of the Work on Form B: Prices.

B9.2 Payment of the lump sum price will be made to the Contractor in accordance with the payment schedule set out in the General Conditions.

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 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);
- (h) The City may require the Bidder to furnish evidence, satisfactory to the City, that the Bidder has the ability, experience, capital and plant required to undertake and perform the Work successfully, and complete it within the time specified. The Bidder shall provide upon request a list of completed work, similar in scope and value, in sufficient detail to demonstrate qualification to undertake this Work. The Bidder must indicate previous experience installing equipment units and piping of a similar size and complexity. The Bidder shall provide specific details of their experience, which will include size, and weight of equipment as well as description of works. The project reference list shall contain at least two (2) projects, which involved the installation of similar equipment (e.g. UV reactors, pump control valves, and flow meters).
- (i) Where all or any portion or portions of the Work is to be subcontracted or done by anyone other than the successful Bidder, the name, address, and work to be subcontracted by each subcontractor shall be stated upon request, and the contracts pertaining to the work subcontracted shall be subject to all the items and conditions in the Specification.
- (j) The Bidder shall provide the name and resume of the proposed steam fitter who will be employed (directly employed not under contract) on this contract upon request. The proposed steamfitter should have a minimum of five years of directly related experience in the setting, aligning, and installing large steel piping systems and valve equipment of not less than 900 mm in diameter. The submitted resume shall provide information on his or her academic training, practical experience, and qualification on steam fitter work, which should cover, at a minimum, three projects.
- (k) The Bidder shall also provide the name and resume of the millwright proposed for this contract upon request. The proposed millwright should have at least 5 years directly related experience in the setting up, alignment and installation and connection to heavy rotary equipment. The submitted resume shall provide information on his academic training and practical experience on millwright work, which will cover at least 3 projects involving rotary equipment of no less than 700 H.P. each.
- (l) The Bidder shall also provide evidence and commit upon request, that all mechanical work and electrical and control work will be performed by certified journeymen and registered apprentices of their respective trades. Verification will be required by each tradesperson on the site. This will be a requirement to be abided by all plumbers, steamfitters, millwrights and electricians. In addition, all mechanical and electrical contractors will be required to abide by the journeyman to apprentice ratios as outlined in "The Apprenticeship and Tradesman's Qualification Act", typically three journeymen to one apprentice".

- (m) The Instrumentation Subcontractor shall be a firm normally engaged and fully competent in the type of work described in this section of the Specification. The firm shall have been continuously and successfully engaged in this business for at least five (5) years. The Bidder shall provide a list of similar projects recently completed and resumes of the instrumentation personnel proposed for the project. The Instrumentation Subcontractor is to be experienced in the process and instrument requirements of this contract and to show that it maintains a fully equipped and qualified organization, capable of performing the present work and of providing warranty service to the system after installation. The Bidder shall provide evidence of same upon request.
- (n) Instrumentation Subcontractor shall perform all instrument hook-ups, calibrations and checkouts with qualified journeyman instrument mechanics who are familiar with the devices being installed and perform all control wiring installation and connections with qualified journeyman electricians. The Bidder shall provide evidence of same upon request.

B10.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor as stipulated herein.

B10.3 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.

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 Tender 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 Tender 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.

B11.2 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 Invitation to Tender issued by the City.

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

B12. OPENING OF TENDER SUBMISSIONS

- B12.1 Tender 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.
- B12.2 Bidders or their representatives may attend.
- B12.3 Tender 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. IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Tender.
- 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 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 10 of Form A: Tender.

B14. WITHDRAWAL OF BIDS

- B14.1 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.
- B14.1.1 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.
- B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Tender or the Bidder's authorized representatives named in Paragraph 11 of Form A: Tender, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Tender Submission until after the Submission Deadline has elapsed;
 - (b) open the Tender Submission to identify the contact person named in Paragraph 3 of Form A: Tender and the Bidder's authorized representatives named in Paragraph 11 of Form A: Tender; 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 Bid after the Submission Deadline but before his 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 Award Authority considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B15. EVALUATION OF BIDS

- B15.1 Award of the Contract shall be based on the following bid evaluation criteria (not necessarily in the order listed):
- (a) compliance by the Bidder with the requirements of the Tender Package;
 - (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.

- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Tender 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.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Tender Submission or in other information required to be submitted, that he is responsible and qualified.
- B15.4 Further to B15.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B15.4.1 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.

B16. EQUIPMENT SUPPLY CONTRACTS

- B16.1 Tender documents and some shop drawings for all Equipment Supply Contracts are available for viewing at the Contract Administrator's office.
- B16.2 The Deacon Ultraviolet (UV) Light Disinfection Project will include four (4) other contracts, in addition to this contract:
- B16.2.1 **Contract No. 1** - Supply, Delivery, Supervision of the Installation and Commissioning, and Validation Testing of UV Disinfection Equipment (Tender 264-2003).
- B16.2.2 **Contract No. 2** – Supply of Pump Control Valves and Recirculation Valve (Tender 385-2003).
- B16.2.3 **Contract No. 3** – Supply and Delivery of Isolation Valves and Modulating Valves (Tender 493-2003).
- B16.2.4 **Contract No. 4** –Supply of Magnetic Flow Meters (Tender 384-2003).

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.