



manitobahousing

REQUEST FOR TENDERS FOR:

PART TWO – Bid Submission

RFT #:

Issued By: Manitoba Housing

Issue Date:

Site Visit

Closing Date:

**Bids to be submitted electronically
Via MERX portal**

@ www.merx.com/manitobahousing



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INSTRUCTION TO BIDDERS

1 PROJECT NAME

1.1

2 UNIQUE PROVISIONS

2.1 Trade Agreements

2.1.1 Manitoba Housing is dedicated to open, fair and transparent business conduct. Proponents should note, procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that chapter but the rights and obligations of the parties shall be governed by the specific terms of each particular tender call.

2.2 Submission Deadline:

2.2.1 No later than **2:00:00 P.M.** (Central time) on _____.

2.2.2 Bids must be submitted electronically before the submission deadline via the MERX portal at the web address: www.merx.com/manitobahousing

2.3 MERX Electronic Bid Submission (EBS):

2.3.1 Electronic bid submission through the use of MERX shall be mandatory for the purpose of this bid solicitation.

2.3.2 Bid submissions must be submitted electronically, prior to the submission deadline noted in 2.1.1, through MERX at www.merx.com/manitobahousing, the electronic bid submission system used by Manitoba Housing. For assistance in using MERX, Bidders may watch the following online Electronic Bid Submission tutorial: <https://www.merx4.merx.com/public/help>. Alternatively, you can contact MERX customer service directly at 1-800-964-6379 or email: merx@merx.com.

2.3.3 Bidders must obtain a unique PIN number from MERX in order to upload electronic bid submission documents. It is important to keep this PIN number in a permanent location as it will be required each time you wish to submit a bid response to a Manitoba Housing call to tender.

2.3.4 Large documents may take time to upload. You should allow sufficient time to upload and submit your bid submission. Factors beyond the control of Manitoba Housing may affect the time required to upload a submission document to MERX.

2.3.5 It is the sole responsibility of the Bidder to ensure all bid submissions and all other responses and submissions required from the bidder in this Request for Tenders are received within the deadlines contemplated herein.

2.4 Bid submissions:

2.4.1 must be submitted in Adobe PDF format unless otherwise stated, documents submitted in a format other than PDF will render a bid non-compliant;

- 2.4.2 must include the mandatory components as outlined in 5.1; and
- 2.4.3 should include your company name on each document submitted.

2.5 Site Visit:

- 2.5.1 Information provided in writing by the Manitoba Housing Contract Administrator identified below will be binding on Manitoba Housing. Information provided verbally at the site visit will not be binding on Manitoba Housing.

Date/Time:

Location:

Attendance is:

Subcontractor
Attendance:

- 2.5.2 Bidders are asked to meet at _____ prior to _____ to sign the Site Visit Attendance Sheet.

2.6 Bid Security:

- 2.6.1 Bidders must provide the following with the bid submission when the total bid amount is equal to or greater than one hundred thousand dollars (\$100,000) inclusive of taxes:

Type: Bid Bond
Amount: 10% of total bid amount

3 ENQUIRIES AND CLARIFICATIONS

- 3.1 Information provided in writing by the Manitoba Housing Contract Administrator identified below will be binding on Manitoba Housing. Information provided verbally is not binding on Manitoba Housing.

- 3.2 Enquiries and requests for clarifications about the Scope of Work or the tender documents must be submitted via email to the Contract Administrator at:

Contract Administrator:
Email:

- 3.3 Only enquiries and requests sent to the Contract Administrator will receive a response.

- 3.4 Request for Equal enquiries must be submitted on a completed form provided at the following website: www.gov.mb.ca/housing/mh/business/procurement.html The completed form must be received ten (10) business days before the RFT Part Two submission deadline. Submit via email to the Project Manager at:

Project Manager:
Email:

- 3.5 If a Bidder finds errors, discrepancies or omissions in the tender documents, they must notify the Contract Administrator of the error, discrepancy or omission as soon as possible after having found it.
- 3.6 If a Bidder is unsure of the meaning or intent of any provision in the tender documents, they must request a clarification via email from the Contract Administrator at least five (5) business days before the submission deadline.
- 3.7 Response to enquiries or requests for clarification will be provided by the Contract Administrator. If the Contract Administrator is of the opinion the response requires a correction to or a clarification of the tender documents, the response will be provided to all Bidders by issuing an addendum via MERX. MERX automatically alerts Bidders of addendum.
- 3.8 Response to enquiries or requests for clarification which, in the opinion of the Contract Administrator, does not require a correction to or a clarification of the tender documents, will only be provided to the Bidder(s) inquiring or seeking the clarification by the Contract Administrator via email.

4 TENDER AMENDMENT

- 4.1 The Contract Administrator may issue an addendum via MERX for the following:
 - 4.1.1 to extend the submission deadline;
 - 4.1.2 to address an error, discrepancy or omission in the tender documents; or
 - 4.1.3 to provide clarification in the tender document regarding errors, discrepancies, omissions or ambiguity.
- 4.2 MERX automatically alerts Bidders of updates.
- 4.3 Bidders are responsible for ensuring they have received all addenda and have considered the effect of such addenda in formulating their bids. Failure to acknowledge receipt of an addendum renders a bid non-compliant.

5 BID

- 5.1 Part Two – Bid Submission, must contain the following mandatory information:
 - 5.1.1 Appendix A – Price Form (Section 6);
 - 5.1.2 Bid Bond (Section 7);
 - 5.1.3 Appendix B - Certificate of Independent Tender Determination (Section 8); and
- 5.2 Each document as described in 5.1 must be loaded on MERX as separate attachments in accordance with 2.2.2. Failure to provide mandatory information within the time frame specified in 2.1.1 will render a bid as non-compliant.

5.3 It is solely the Bidders responsibility to ensure its bid is submitted in accordance with the electronic bid submission instructions outlined in 2.3. No other form of bid submission will be accepted. Bids that do not comply with submission instructions will be deemed non-compliant.

5.4 All compliant bid submissions will be ranked in accordance with Section 21.

6 PRICE (APPENDIX A)

6.1 Bidders must show a price stated in Canadian dollars for the following:

6.1.1 a lump sum price for construction services; and

6.1.2 the total amount of the bid price inclusive of all applicable taxes.

6.2 The terms of payment will be determined by the Contract Administrator based on the Work as specified in the applicable specifications.

7 BID BOND

7.1 As indicated at 2.6, each Part Two – Bid Submission equal to or greater than one hundred thousand dollars (\$100,000), inclusive of applicable taxes, must be accompanied by a bid bond on a form satisfactory to Manitoba Housing. The amount of the bond must be ten percent (10%) of the amount of the total bid price, expressed as a percentage.

7.2 If a Bidder submits alternate bids, the bid bond must be in the amount of ten percent (10%) of the highest total bid price submitted.

7.3 The bid bond must be verifiable, enforceable and irrevocable for the period of time indicated on Appendix A - Price Form. Manitoba Housing reserves the right to request the original bid bond before an award is made to the successful Bidder.

7.4 Bid bonds of the unsuccessful Bidders will not be returned to Bidders unless requested in writing.

8 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (APPENDIX B)

8.1 Part Two – Bid Submission must be accompanied by Appendix - B Certificate of Independent Tender Determination fully completed and signed in ink by an authorized representative of the company.

9 AWARD RECOMMENDATION

9.1 After award recommendations are approved by The Manitoba Housing and Renewal Corporation (MHRC) Board, the successful Bidder will be notified by the Contract Administrator. The successful Bidder must submit the following documents

to the Contract Administrator within seven (7) business days from receipt of the Selection Letter:

- 9.1.1 Appendix D – Subcontractor Declaration (Section 10);
- 9.1.2 Appendix E – Supplier Confidentiality and Non-Disclosure Agreement (Section 11);
- 9.1.3 Appendix F – Criminal Record Search and Child Abuse Registry (Section 12)
- 9.1.4 COR certification (Section 13);
- 9.1.5 Insurance (Section 14);
- 9.1.6 Workers Compensation Board Coverage (Section 15);
- 9.1.7 Performance and Labour & Materials Bonds (Section 16);
- 9.1.8 Contractor's Certification Form – Legislative and Safety Requirements (Section 17);
- 9.1.9 Contract Price Breakdown (Section **Error! Reference source not found.**).
- 9.2 Failure to provide the documents in 9.1 within the time specified will result in the bid being rejected as non-responsive.

10 SUBCONTRACTORS (APPENDIX C)

- 10.1 The successful Bidder will be required to provide a complete list of subcontractors (Appendix D) whom the Bidder proposes to engage in accordance with Section 9.1. Manitoba Housing reserves the right to reject a subcontractor deemed unacceptable.

11 SUPPLIER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (APPENDIX D)

- 11.1 The successful Bidder will be required to submit the Supplier Confidentiality and Non-Disclosure Agreement (Appendix E) fully completed and signed in ink by an authorized representative of the company in accordance with Section 9.1.

12 CRIMINAL RECORD SEARCH AND CHILD ABUSE REGISTRY (APPENDIX E)

- 12.1 The successful Bidder must obtain a Criminal Record Search and Child Abuse Registry Search prior to the award of contract for delivery of services at occupied Manitoba Housing premises and provide to Manitoba Housing the signed Declaration Form (Appendix F), in accordance with Section 9.1, stating its officers, employees, subcontractor(s) and agents are clear of any pending charges and have acceptable record searches as defined below:

12.2 Acceptable search:

- 12.2.1 An acceptable Criminal Record Search may contain Summary Conviction Offences providing there are only two (2) or less convictions in the last two (2) year

period and the Summary Convictions are not crimes against persons or theft. Indictable Offence Convictions of any nature are not acceptable.

12.2.2 An acceptable Child Abuse Registry Search must be clear of any convictions.

12.3 The successful Bidder must maintain acceptable Criminal Record Search and Child Abuse Registry Search for its officers, employees, subcontractor(s) and agents through to completion of the project.

12.4 From time to time Manitoba Housing may choose to audit the Contractor records for the purpose of verifying compliance to Section 12. Manitoba Housing will provide a minimum five (5) calendar day notice for scheduling the on-site audit. Manitoba Housing reserves the right to remove any of the Contractor's officers, employees, subcontractor(s) and agents based on the requirements set out in this Agreement.

12.5 The Contractor must submit a complete list of names of the personnel who may be assigned from time to time during the term of the Agreement to perform Services for Manitoba Housing. The Contractor must provide Manitoba Housing with written notification of changes to the list of employees prior to performing the Services for Manitoba Housing.

13 COR CERTIFICATION

13.1 The successful Bidder must provide the Contract Administrator with a letter of good standing and a valid and current Manitoba COR, SECOR or COR Equivalency Certificate in accordance with Section 9.1.

14 INSURANCE

14.1 The successful Bidder must provide the Contract Administrator with the certificate(s) of insurance satisfactory to Manitoba Housing that it has the required insurance more particularly set out in Part 11 Insurance and Contract Security of the Manitoba Housing Supplemental Conditions in accordance with Section 9.1.

15 WORKERS COMPENSATION BOARD

15.1 The successful Bidder will be required to provide the Contract Administrator with a Workers Compensation Board of Manitoba clearance status report. The report must be satisfactory to Manitoba Housing that the Bidder is registered and in good standing in accordance with 9.1.

16 PERFORMANCE SECURITY

16.1 All bids \$100,000 or greater require performance security.

16.2 The successful Bidder will be required to provide and maintain performance security until the expiration of the warranty period in the form of:

16.2.1 a performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of fifty percent (50%) of the Contract Price; and

16.2.2 a labour and materials payment bond of a company registered to conduct the business of surety in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

16.3 The successful Bidder will be required to provide Manitoba Housing with the performance bond and labour and material in accordance with Section 9.1.

17 CONTRACTOR'S CERTIFICATION FORM – LEGISLATIVE AND SAFETY REQUIREMENTS

17.1 The successful Bidder must submit the Contractor's Certification Form – Legislative And Safety Requirements fully completed and signed in ink by an authorized representative of the company in accordance with 9.1. The Contractor's Certification Form – Legislative and Safety Requirements form can be found at: <http://www.gov.mb.ca/housing/mh/business/procurement-resources.html>

17.2 The successful Bidder must collect a fully executed Contractor's Certification Form from all subcontractors before the subcontractor begins any work. The Contractor must produce the Contractor's Certification Form to the Contract Administrator for all subcontractors upon request. Subcontractors that have not provided a fully executed Contractor's Certification Form will not be permitted to work and may be removed from the project site.

18 OPENING OF BIDS

18.1 Bids not received by the submission deadline in 2.1.1 at the web address identified will not be accepted

18.2 Bids will not be opened publicly.

18.3 Bids received by the submission deadline in 2.1.1 at the web address identified will be promptly downloaded for evaluation after the submission deadline.

19 WITHDRAWAL OF BIDS

19.1 Bidders may withdraw a bid without penalty by withdrawing on the MERX portal at any time prior to the submission deadline.

19.2 Bidders may submit a replacement bid at any time prior to the submission deadline by resubmitting an electronic bid replacing the withdrawn bid on MERX.

20 IRREVOCABLE BIDS

- 20.1 The bid(s) submitted by the Bidder will be irrevocable for the time period specified on the tender form.
- 20.2 The acceptance by Manitoba Housing of any bid will not release the bid of all other evaluated responsive Bidders and this Bidder must be bound by its bid on such work for the time period specified on the tender form.

21 RANKING OF BIDS

- 21.1 Bids will be ranked from lowest to highest.
- 21.2 The lowest compliant total bid price submitted will be recommended for award of contract.
- 21.3 Manitoba Housing 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. Manitoba Housing may also reject all or any part of a bid, or waive technical requirements if the interests of Manitoba Housing so require.
- 21.4 Calculations on the bid form will be checked. Where possible, calculation errors will be corrected. If the unit price quoted for an item, when multiplied by the estimated quantities for that item, does not result in the total price quoted for that item, the Bidder will be bound to supply the item at the unit price quoted and the Contract Administrator will correct the calculation error so that the total price quoted for that item equals the product of the unit price quoted and the estimated quantities.
- 21.5 Where alternatives or separate items are provided for on the price form, Manitoba Housing will undertake an economic analysis and make a determination as to which, if any, it wishes to approve.

22 AWARD OF CONTRACT

- 22.1 Manitoba Housing will give notice of an award of contract, or will give notice that no award will be made.
- 22.2 Manitoba Housing has no obligation to award a contract to a Bidder, even where one or all of the Bidders have been determined to be responsible and qualified, and the bids are determined to be responsive.
- 22.3 Without limiting the generality of 22.2, Manitoba Housing will have no obligation to award a contract where:
- 22.3.1 the prices exceed the available funds for the Work;
- 22.3.2 the prices are materially in excess of the prices received by Manitoba Housing for similar work in the past;

- 22.3.3 the prices are materially in excess of Manitoba Housing's cost to perform the Work, or a significant portion thereof, with its own forces;
- 22.3.4 only one compliant Bid is received; or
- 22.3.5 in the judgment of Manitoba Housing, the interests of Manitoba Housing or the province of Manitoba would best be served by not awarding a Contract.
- 22.4 If an award of contract is made, it will be made to the qualified Bidder offering the lowest compliant base bid price. The successful Bidder will be notified in writing.
- 22.5 The contract, in its entirety, shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding it is not necessarily attached to or accompany said purchase order.
- 22.6 After an award of contract is made, the name of the successful Bidder and the contract value will be posted on the MERX website at www.merx.com/manitobahousing.

APPENDIX A - PRICE FORM

RFT –

DESCRIPTION		LUMP SUM PRICE
Price includes all work indicated in Specifications, Drawings, and Addenda (if applicable) unless specifically noted as <u>not included</u>		
Cash Allowance(s):		
Total Cash Allowance(s)		
PST (if applicable)		
TOTAL BID PRICE (including applicable tax)		

NOTE: Based on a Reciprocal Tax Agreement with the Canada Revenue Agency, The Manitoba Housing and Renewal Corporation (MHRC), which also operates under the business name “Manitoba Housing”, is relieved of paying GST/HST. GST/HST is not included in the Contract Price.

Alternate/Separate/Unit Pricing

The following pricing will be added to the Total Bid Price to determine the lowest Bidder for evaluation purposes only. **Alternative Prices:**

1 Definitions:

- 1.1 Alternative Pricing is the price for a substitution of a specified product or portion of work. Alternative Prices are not included in the base bid and are to be indicated as an Addition To, Deduction From or No Change To the base bid.
- 1.2 Acceptance of Alternative Prices at any point from time of submittal of the tender through the duration of the Contract is at the sole discretion of Manitoba Housing.

<p>1.3 Submit complete and accurate prices for each Alternative Price including applicable PST, overhead and profit as well as all labour and materials. Include in the Alternative Price all costs for work by subcontractors whose work is affected.</p>			
Alternate	Add	Delete	No Change
Alternate No 1:			
Alternate No 2:			
Alternate No 3:			
Alternate No. 4:			
Alternate No. 5:			
<p>Separate Pricing:</p> <p>2 Definitions:</p> <p>2.1 Separate pricing is a price for an additional item of work. Separate Prices are <u>not included</u> in the base bid and are to be indicated as an <u>Addition To</u> the base bid.</p> <p>2.2 Acceptance of Separate Prices at any point from time of submittal of the tender through the duration of the Contract is at the sole discretion of Manitoba Housing.</p> <p>2.3 Submit complete and accurate prices for each Separate Price including applicable PST, overhead and profit as well as all labour and materials. Include in the Separate Price all costs for work by subcontractors whose work is affected.</p>			
Separate	Add		
Separate No 1:			
Separate No 2:			
Separate No 3:			
Separate No. 4:			

Unit Pricing:

3 Definitions:

- 3.1 Unit Pricing is the price of a specific product or portion of work with a specified product on a per unit basis. Unit Pricing is not included in the base bid. Unit Pricing is used to value an extra (additional to the base bid) or a credit (deduction from the base bid) to the stipulated work as may be required.
- 3.2 Acceptance of unit prices at any point from time of submittal of the tender through the duration of the Contract is at the sole discretion of Manitoba Housing.
- 3.3 Submit complete and accurate prices for each unit price including overhead and profit as well as all labour and materials. Include in the unit price all costs for work by subcontractors whose work is affected.

UNIT	Qty	UNIT	UNIT PRICE

4 Commencement of the Work

- 4.1 The Bidder agrees no work will commence until the Bidder is in receipt of a signed Contract from the Contract Administrator authorizing the commencement of the work.

5 Addenda

- 5.1 The Bidder certifies the following addenda have been received and agrees they will be deemed to form part of the Part Two – Bid Submission and part of the Contract:

6 Time

6.1 This offer will be open for acceptance, binding and irrevocable for a period of sixty (60) calendar days following the Submission Deadline.

Name of Authorized Signer (Print)

Signature of Authorized Signer

Legal Corporate Name of Bidder

Date

SAMPLE

APPENDIX B - CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "tender"):

RFT –

in response to the call or request (hereinafter "call") for tenders made by:

Manitoba Housing

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf
of:

_____ that:
Corporate Name of Bidder

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying tender, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying tender has been authorized by the Bidder to determine the terms of, and to sign, the tender, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a. has been requested to submit a tender in response to this call for tenders;
 - b. could potentially submit a tender in response to this call for tenders, based on their qualifications, abilities or experience;
6. The Bidder discloses that:
 - a. the Bidder has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for tenders, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit, or not to submit, a tender; or
 - d. the submission of a tender which does not meet the specifications of the call for tenders; except as specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for tenders relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying tender have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official tender submission deadline, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

Printed Name and Signature of Authorized Agent of Bidder

Position Title

Date



APPENDIX D - SUPPLIER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

WHEREAS, Manitoba Housing may be furnishing _____ (the “Recipient”) certain confidential information relating to Request for Tender

WHEREAS, the recipient agrees to review, examine, inspect or obtain such confidential information only for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

BE IT KNOWN, that Manitoba Housing has or may furnish to the Recipient certain confidential information on the following conditions:

1. The recipient agrees to hold all information provided by Manitoba Housing (“Confidential Information”) in trust and confidence and agrees that it shall be used only for the contemplated purposes and shall not be used for any other purpose or disclosed to any third party.
2. Manitoba Housing grants no rights to the confidential information. All confidential information shall remain the sole property of Manitoba Housing.
3. No copies will be made or retained of any written information without the permission of Manitoba Housing.
4. At the conclusion of any discussions or upon demand by Manitoba Housing, all confidential information or written notes taken shall be returned to Manitoba Housing.
5. Confidential information shall not be disclosed to any employee, consultant or third party unless they have executed and agreed to be bound by the terms of the Agreement, and have been approved by Manitoba Housing.
6. This Agreement and its validity, construction and effect shall be governed by the laws of Manitoba and Canada.

AGREED AND ACCEPTED BY:

Date: _____

Name of Representative (Please Print)

Signature of Representative

On behalf of the Recipient (Company Name)

Email address



**APPENDIX E - CRIMINAL RECORD SEARCH AND CHILD ABUSE REGISTRY
RFT –**

I, _____ on behalf of _____
Print Name Print Company Name

declare I have proper signing authority to confirm the following information.

I have obtained the Criminal Record Search and Child Abuse Registry Search for all officers, employees, subcontractor(s), or agents of the aforementioned company delivering services at occupied Manitoba Housing premises.

The Criminal Record Search and Child Abuse Registry Search are clear of any pending charges and have acceptable record searches as defined below:

- Criminal Records Search may contain Summary Conviction Offences providing there are only two (2) or less convictions in the last two (2) year period; and
- The Summary Convictions are not crimes against persons or theft.
- Indictable Offence Convictions of any nature are not acceptable.
- Child Abuse Registry Search must be clear of any convictions.

I am obligated to inform the _____ immediately should there be a change in the above declaration while completing delivery of service at occupied Manitoba Housing premises.

I understand that failure to comply can result in termination of the contract.

Printed name

Company name

Company Address

Signature

Date



APPENDIX F - CCDC2 STIPULATED PRICE CONTRACT AND MANITOBA HOUSING SUPPLEMENTAL CONDITIONS

The successful Bidder will be required to enter into the standard CCDC2 Stipulated Price Contract as amended by Manitoba Housing Supplemental Conditions.

See attached additional details for Manitoba Housing Supplemental Conditions.

SAMPLE