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Type of Work:

Location:

RFT #:

Issue Date:

Site Visit:

Submission Deadline:

Bids to be submitted electronically  
via [MERX portal](#)

Available in alternate formats upon request

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SAMPLE

## 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 the [New West Partnership Trade Agreement \(NWPTA\)](#), Chapter 5 of the [Canadian Free Trade Agreement \(CFTA\)](#) and are subject to the applicable provisions of these trade agreements. However, the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see the highlighted links above.

#### 2.2 Submission Deadline:

2.2.1 No later than \_\_\_\_ on \_\_\_\_.

2.2.2 Bids must be submitted electronically before the submission deadline via the [MERX portal](#).

#### 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 2.2, via the [MERX portal](#), the electronic bid submission system used by Manitoba Housing.

2.3.3 For assistance in using MERX, Bidders may watch the [online Electronic Bid Submission tutorial](#). Alternatively, Bidders can contact MERX customer service directly at 1-800-964-6379 or email: [merx@merx.com](mailto:merx@merx.com).

2.3.4 Bidder 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 a Bidder wishes to submit a bid response to a Manitoba Housing call to tender.

2.3.5 Large documents may take time to upload. Bidders should allow sufficient time to upload and submit bid submissions.

2.3.6 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, Microsoft Word, Excel or JPEG format unless otherwise stated, documents not submitted in these formats will render a bid non-compliant;

2.4.2 must include the mandatory documents as outlined in 5.2;

2.4.3 must be in English; and

2.4.4 should ensure company name and tender number appear on each document submitted.

2.5 Brief Description of Work:

2.5.1 This is a tender open to Bidders. Any resulting Contract will be in the form of a CCDC2 (2008) Stipulated Price Contract as amended by Manitoba Housing Supplemental Conditions.

2.5.2 Manitoba Housing requires the services of a \_\_\_\_\_

2.5.3 The Scope of Work includes, but is not limited to, \_\_\_\_\_.

2.5.4 Please note attic and/or crawlspace is considered a confined space. Anyone entering that space must be certified in confined space entry.

2.5.5 Work site location will be occupied during construction.

2.6 Work Site Location:

2.6.1

2.7 Site Visit

2.7.1 Information provided in writing by the Manitoba Housing Contract Administrator identified in Section 3.2 will be binding on Manitoba Housing. Information provided verbally at the site visit or from a source other than the identified Manitoba Housing Contract Administrator, whether in writing, verbally or otherwise, will not be binding on Manitoba Housing.

Date/Time:

Location:

Attendance is:

Subcontractor Attendance:

2.7.2 All Bidders are to meet at \_\_\_ prior to \_\_\_ and sign the Site Visit Attendance sheet.

2.8 Bid Security:

2.8.1 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:

Amount:

### 3 **Inquiries 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 Inquiries 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:

Only inquiries and requests sent to the Contract Administrator will receive a response.

3.3 Requests for equal specifications must be submitted on a completed form provided at the following link: [Request for Equal Form](#). The completed form must be received ten (10) business days before the submission deadline. Submit via email to the Project Manager at:

Project Manager:

Email:

3.4 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.

3.5 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.

3.6 Response to inquiries 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.

- 3.7 Response to inquiries or requests for clarification, which in the opinion of the Contract Administrator, do 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 Amendments**

- 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 Submission**

- 5.1 The bid submission will consist of two (2) parts.
- 5.2 The first part of the bid submission must consist of the following mandatory documents as required on the MERX mandatory checklist. Failure to provide mandatory documents will render a bid as non-compliant and the bid will be excluded from consideration:
- 5.2.1 Appendix 2 - Tender Form;
  - 5.2.2 Appendix 3 – Price Form;
  - 5.2.3 Appendix 4 – Bidder Qualification and Experience Form;
  - 5.2.4 Appendix 5 – Certificate of Independent Tender Determination;
  - 5.2.5 Appendix 6 – Status in Relation to Government;
  - 5.2.6 Project Work Plan;
  - 5.2.7 Construction Schedule;
  - 5.2.8 Scanned copy of Bid Bond (subject to proof of the original);
- 5.3 Each document as described in 5.2 must be loaded on MERX as separate attachments in accordance with 2.4 by the submission deadline noted at 2.2.

- 5.4 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.
- 5.5 After the bids have been opened in accordance with Section 25 and reviewed in accordance with Section 28, the compliant Bidder will be recommended for award.
- 5.6 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 ten (10) business days from receipt of the Selection Letter:
- 5.6.1 Appendix 7 – Subcontractor Declaration;
  - 5.6.2 Appendix 8 - Supplier Confidentiality and Non-Disclosure Agreement;
  - 5.6.3 Appendix 9 – Criminal Record Search and Child Abuse Registry;
  - 5.6.4 COR certification;
  - 5.6.5 Insurance;
  - 5.6.6 Workers Compensation Board Coverage;
  - 5.6.7 Performance and Labour & Materials Bonds;
  - 5.6.8 Contract Price Breakdown; and
  - 5.6.9 Contractor’s Certification Form - Legislative and Safety Requirements.
- 5.7 Failure to provide the documents in 5.6 within the time specified will result in the bid being rejected as non-compliant.

## 6 **Tender Form (Appendix 2)**

- 6.1 The Bidder must complete the tender form, making all required entries.
- 6.2 The Bidder must identify a contact person who is authorized to represent the Bidder for the purposes of the bid. The contact person’s name and telephone number must be shown on the tender form. The contact person does not have to be the authorized signer but requires a PIN to submit a bid electronically.
- 6.3 The tender form must be signed and dated by the Bidder’s authorized signer who has the authority to bind the Bidder to the terms and conditions of this RFT and the resulting Contract. The person must have obtained an electronic PIN from MERX in order to submit the bid. The name and official capacity of authorized signer must be printed below the signature(s). All signatures must be signed by an authorized representative of the company.



6.4 Bids submitted jointly by two or more persons must be signed by each authorized signer of the joint Bidders, and the undertakings, obligations and covenants of joint Bidders, for both the bid and Contract (if awarded) shall be joint and several.

## 7 **Prices (Appendix 3)**

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

7.1.1 a lump sum price for construction services; and

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

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

## 8 **Performance**

8.1 Events of Default involving a Bidder and Manitoba Housing and other Contracts or agreements including those with Manitoba Housing may result in that Bidder being deemed non-compliant in accordance with Section 28.

8.2 Without limiting the generality of 8.1 above, an Event of Default will be deemed to have occurred if the Contractor:

8.2.1 has abandoned works;

8.2.2 is adjudged bankrupt or files for bankruptcy, is or becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets;

8.2.3 is not performing or has not been performing the work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract;

8.2.4 is not or has not been progressing continuously or satisfactorily with any Works or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with a work schedule;

8.2.5 fails or has failed to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;

8.2.6 fails or has failed to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by a Project Manager;

8.2.7 fails or has failed to make prompt payment to his Subcontractors, his employees or on account of the purchase or rental of plant or material;

8.2.8 fails or has failed to promptly secure a discharge of a lien or trust claim served upon Manitoba Housing pursuant to The Builders' Liens Act;

8.2.9 fails or has failed to comply with any laws, by-laws or statutory regulations;

8.2.10 refuses or neglects or has refused or neglected to comply with an order given by a Project Manager; or

8.2.11 commits or has committed any other breach of a Contract.

8.3 Manitoba Housing conducts a Supplier Review process whereby the performance of all Suppliers, principals, employees and the sub-contractors of all Suppliers may be reviewed to determine adequate and appropriate performance. Where, in the opinion of Manitoba Housing, performance is determined to be inadequate or inappropriate, Manitoba Housing may make record of such performance and seek improvements in performance or, if in the opinion of Manitoba Housing, it is determined appropriate, Manitoba Housing may suspend or debar a Supplier and/or any principals, employees or sub-contractors of a Supplier from participation in bidding opportunities. By participating in a Manitoba Housing bidding opportunity, the Bidder acknowledges that the Manitoba Housing Supplier Review process is a necessary component of conducting business with Manitoba Housing.

8.4 Manitoba Housing reserves the right to determine a Bidder non-compliant based on past performance of other works, services, goods or Contracts with Manitoba Housing or any other party for whom the Bidder has performed works or provided goods or services.

## 9 **Bidder Qualification and Experience (Appendix 4)**

9.1 Bidders must submit a minimum of three (3) project references using Appendix 4 – Bidder Qualification and Experience. Acceptable project references must demonstrate the following:

9.1.1 a minimum of one project reference is completed in a comparable area;

9.1.2 completion of a single project or multiple projects that are of a similar Scope of Work, as outlined in 2.5.2;

9.1.3 each project reference is equal to or greater than \_\_\_\_ and

9.1.4 each project reference is completed within the last five (5) years and started in the last six (6) years from the date of the tender submission deadline.

9.2 Manitoba Housing will review the Bidders submission to validate the information matches the requirements in the Scope of Work.

9.3 Manitoba Housing, reserves the right to contact any other person or persons known or who come to be known by Manitoba Housing to have obtained services from the Bidder within the last five (5) years and to consider the responses of these persons for the purpose of determining satisfactory project references.

9.4 Failure to complete Appendix 4 - Bidder Qualifications and Experience in accordance with 9.1 will render the bid non-compliant.

## 10 **Certificate of Independent Tender Determination (Appendix 5)**

- 10.1 Bid Submission must be accompanied by Appendix 5 - Certificate of Independent Tender Determination fully completed and signed by an authorized representative of the company.

## 11 **Status in Relation to Government (Appendix 6)**

- 11.1 Bidders must provide a list of all legal, regulatory or administrative proceedings currently pending or any which have been concluded adversely in whole or in part against the Bidder that relate to procurement and/or performance of any public or private construction Contract. If this is not applicable, the Bidder must indicate so on Appendix 6 - Status in Relation to Government.
- 11.2 Bidders must acknowledge any conflict of interest or possible conflict of interest or perceived conflict of interest existing either directly or through a Subcontractor on Appendix 6 - Status in Relation to Government.
- 11.3 Manitoba Housing will reject submissions if, in its sole discretion, an actual or potential conflict of interest exists.

## 12 **Project Work Plan**

- 12.1 Bidders must include a project work plan outlining in detail their plan for proceeding with various stages of the Scope of Work through to completion of the project.
- 12.2 Bidders must consider and include the following in the work plan:
  - 12.2.1 major deliverables and the tasks to create them;
  - 12.2.2 sequence of events to achieve substantial performance;
  - 12.2.3 resources needed for tasks and deliverables to complete the Work; and
  - 12.2.4 project dependencies as it relates to the sequence of events (critical path).

## 13 **Construction Schedule**

- 13.1 Bidders must provide a construction schedule showing weekly and monthly tasks from start to finish date.
- 13.2 Bidders must submit the construction schedule in the form of a Gantt chart and include the following:
  - 13.2.1 project start date;
  - 13.2.2 all major work packages;
  - 13.2.3 project Substantial Performance of the Scope of Work within \_\_ weeks of the start date; and

13.2.4 project Total Performance of the Scope of Work within \_\_\_ weeks of the start date.

#### **14 Bid Bond**

- 14.1 As indicated at 2.8, each 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.
- 14.2 The bid bond must be verifiable, enforceable and irrevocable for the period of time indicated on the tender form. Manitoba Housing reserves the right to request the original bid bond before an award is made to the successful Bidder.
- 14.3 Bid bonds of the unsuccessful Bidders will not be returned to Bidders unless requested in writing.

#### **15 Subcontractors (Appendix 7)**

- 15.1 The successful Bidder will be required to provide a complete list of Subcontractors (Appendix 7) whom the Bidder proposes to engage in accordance with Section 5.6.
- 15.2 The successful Bidder is responsible for ensuring all subcontractors and their subs are eligible to work on Manitoba Housing sites.
- 15.3 Manitoba Housing reserves the right to reject a Subcontractor deemed unacceptable prior to award of a Contract or any time during the construction phase.

#### **16 Supplier Confidentiality and Non-Disclosure Agreement (Appendix 8)**

- 16.1 The successful Bidder will be required to submit the Supplier Confidentiality and Non-Disclosure Agreement (Appendix 8) fully completed and signed by an authorized representative of the company in accordance with Section 5.6.

#### **17 Criminal Record Search and Child Abuse Registry (Appendix 9)**

- 17.1 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 a signed Declaration Form (Appendix 9) stating its officers, employees, Subcontractor(s) or agents are clear of any pending charges and have an acceptable record search as defined below in accordance with 5.6:

17.2 Acceptable search:

17.2.1 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.

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

17.3 The successful Bidder must maintain and be capable of maintaining an acceptable Criminal Record Search and Child Abuse Registry Search for its officers, employees, Subcontractor(s) and agents through to completion of the project.

17.4 From time to time Manitoba Housing may choose to audit the Contractor records for the purpose of verifying compliance to Section 17. Manitoba Housing will provide a minimum five (5) day notice for scheduling the on-site audit. Manitoba Housing reserves the right to deny the Contractor's employees based on the requirements set out in this Agreement.

17.5 Manitoba Housing reserves the right to satisfy itself that the facts stated in the Declaration Form (Appendix 9) remain true and correct at all material times.

17.6 The successful Bidder must submit a complete list of names of the personnel who may be assigned from time to time during the Contract. The successful Bidder must provide Manitoba Housing with written notification of changes to the list of employees for approval prior to performing the Work for Manitoba Housing.

18 **COR Certification**

18.1 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 5.6.

19 **Insurance**

19.1 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 5.6.

20 **Workers Compensation Board Coverage**

20.1 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 5.6.

## 21 **Performance Security**

- 21.1 All bids \$100,000 or greater require performance security.
- 21.2 The successful Bidder will be required to provide and maintain performance security until the expiration of the warranty period in the form of:
  - 21.2.1 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
  - 21.2.2 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.
- 21.3 The successful Bidder will be required to provide Manitoba Housing with the performance bond and labour and material in accordance with Section 5.6.

## 22 **Contract Price Breakdown**

- 22.1 The successful Bidder must provide a complete, detailed Contract price breakdown by description of work to the Contract Administrator in accordance with 5.6.

## 23 **Contractor's Certification Form – Legislative and Safety Requirements**

- 23.1 The successful Bidder must submit the [Contractor's Certification Form – Legislative And Safety Requirements](#), available on the Manitoba Housing website, fully completed and signed by an authorized representative of the company in accordance with 5.6.
- 23.2 The successful Bidder shall collect a fully executed Contractor's Certification Form from all Subcontractors before the Subcontractor begins any work. The Contractor shall 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.

## 24 **Qualification of Bidder's Organization**

- 24.1 As part of qualifying the successful Bidder, Manitoba Housing may require Bidders to submit the following information:
  - 24.1.1 Proof the Bidder is incorporated or otherwise properly registered to carry on business in Manitoba;
  - 24.1.2 Proof the Bidder is financially capable of carrying out the terms of the Contract;

24.1.3 Additional proof the Bidder has successfully carried out works of a similar nature or is fully capable of performing the work in accordance with the terms of the Contract; and

24.1.4 Any other information relating to the qualifications of the Bidder as requested by the Contract Administrator.

24.2 Bidders must 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 as listed above.

24.3 Failure to provide the information requested by the Contract Administrator within the time frame set out in 24.2 above may result in the bid being considered non-compliant in accordance with section 28.

## 25 **Opening of Bids**

25.1 Bids not received by the submission deadline in 2.2 at the web address identified will not be accepted.

25.2 Bids received by the submission deadline in 2.2 at the web address identified will be downloaded for evaluation after the submission deadline.

25.3 Bids will be recorded and reviewed for mandatory requirements in accordance with the requirements of each item in Section 5.2. Bids meeting the mandatory requirements will be considered compliant for purposes of the tender evaluation and pricing will be reviewed and recorded.

25.4 A bid not meeting the mandatory requirements in accordance with the requirements of each item in Section 5.2 will be considered non-compliant for purposes of the tender review and rejected as non-compliant.

## 26 **Withdrawal of Bids**

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

26.2 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 prior to the submission deadline.

## 27 **Irrevocable Bids**

27.1 The bid(s) submitted by the Bidder shall be irrevocable for the time period specified on the tender form.

27.2 The acceptance by Manitoba Housing of any bid shall not release the bid of the next compliant lowest price and this Bidder shall be bound by its bid on such work for the time period specified on the tender form.

## 28 Evaluation of Bids

28.1 Bids will be evaluated as follows:

Performance (Section 8)	
Appendix 2 – Tender Form (Section 6)	
Appendix 3 – Price Form (Section 7)	
Appendix 4 – Bidder Qualifications and Experience (Section 9)	
Appendix 5 – Independent Tender Determination (Section 10)	
Appendix 6 – Status in Relation to Government (Section 11)	
Project Work Plan (Section 12)	
Construction Schedule (Section 13)	
Bid Bond (Section 14)	
Total Bid Price	
	Total Points

28.2 Further to 28.1, Manitoba Housing may disqualify and reject a bid in accordance with Section 24.

28.3 Further to 28.2, Manitoba Housing may reject a bid as being non-compliant 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.

## 29 Ranking of Bids

29.1 Bids will be ranked from lowest to highest.

29.2 The lowest compliant total bid price submitted will be recommended for award of Contract.

29.3 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.



29.4 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.

### 30 **Award of Contract**

30.1 Manitoba Housing will give notice of an award of Contract, or will give notice that no award will be made.

30.2 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 compliant.

30.3 Without limiting the generality of 30.2, Manitoba Housing will have no obligation to award a Contract where:

30.3.1 the prices exceed the available funds for the Work;

30.3.2 the prices are materially in excess of the prices received by Manitoba Housing for similar work in the past;

30.3.3 the prices are materially in excess of Manitoba Housing's cost to perform the Work, or a significant portion thereof, with its own forces;

30.3.4 only one compliant Bid is received; or

30.3.5 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.

30.4 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.

30.5 If two or more identical bids are received, Manitoba Housing will award the Contract on the basis of best value. Manitoba Housing will use the following factors, in descending importance, to identify the Bidder with the best value:

30.5.1 when a performance record is available for all identical bids, overall satisfactory performance record will be given preference over a less satisfactory performance record;

31.5.2 when schedule is an important factor, the Bidder offering the best schedule will be given preference;

31.5.3 if the above do not apply or identify best value, a tie breaking method mutually acceptable to Manitoba Housing and the Bidders with identical bids will be used.

30.6 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.

30.7 After an award of Contract is made, the name of the successful Bidder and the Contract value will be posted on the [MERX website](#).

### 31 **Confined Space Entry**

31.1 After the contract has been awarded, the successful Bidder will be required to provide the following documentation at the initial start-up meeting pertaining to entry of the confined space:

31.1.1 a safe entry plan and procedures;

31.1.2 an entry permit for each individual entering the space; and

31.1.3 a rescue plan.

### 32 **Notification to Bidders**

32.1 A Bidder that is disqualified during the evaluation process will be notified of the disqualification;

32.2 Manitoba Housing will notify all Bidders of the outcome of the RFT process, after the Contract is signed;

32.3 If Manitoba Housing decides not to enter into a Contract with any Bidder, all Bidders will be given written notice of decision.

### 33 **Debriefing**

33.1 Bidders may request a debriefing after Manitoba Housing posts a notification of award. All requests must be in writing to the Manitoba Housing Contract Administrator and must be made within ten (10) business days of the post of award. The intent of the debriefing information session is to aid the Bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

### 34 **Bid Protest Procedure**

34.1 If a Bidder wishes to challenge the outcome of the RFT award, it should provide written notice to the Manitoba Housing Contract Administrator within thirty (30) business days of Manitoba Housing's post of notification of award, and Manitoba Housing will respond in accordance with its bid protest procedures.

## Appendix 1 Scope of Work/Specifications/Drawings

See attached for additional details

### Request for Equal

Request for Equal form must be submitted ten (10) business days prior to tender submission deadline of the RFT. The request for equal form is available online at the following link: [Request for Equal form](#). The form must be submitted to the Project Manager at \_\_\_\_\_. The form must be completed in its entirety or may be rejected.

SAMPLE

## Appendix 2 Tender Form

(Section 6)

1. Project Name

2. Bidder

---

Legal Corporate Name of Bidder

---

Street

---

City

Province

Postal Code

---

Telephone Number

Fax Number

Email Address

---

(Mailing address if different) - Street or P.O. Box

---

City

Province

Postal Code

The Bidder conducts business under the above name as: (select one of the following)

a sole proprietor

a partnership

a corporation

a joint venture

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

Fax Number

Email Address



## Appendix 3 Price Form

RFT –  
(Section 7)

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. 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.
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.
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.

Alternate	Add	Delete	No Change
Alternate No 1:			
Alternate No 2:			
Alternate No 3:			
Alternate No. 4:			
Alternate No. 5:			

Separate Pricing:

1. Separate pricing is a price for an additional item of work. Separate Prices are not included in the base bid and are to be indicated as an Addition To the base bid.
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.
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

Separate	Add
Separate No 1:	
Separate No 2:	
Separate No 3:	
Separate No. 4:	

Unit Pricing:

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.
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. 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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Company Name of Bidder

\_\_\_\_\_  
Date



Appendix 4 Bidder Qualifications and Experience

RFT –  
(Section 9)

Attach a separate sheet if more space is required

Company Name  
of Bidder: \_\_\_\_\_

Project  
Reference No: \_\_\_\_ of \_\_\_\_

Type of work completed:

How is this project relevant to the work?

Detailed description of the project:

Project Name (if applicable): \_\_\_\_\_

Reference Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Phone No: \_\_\_\_\_ Total Construction Value: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

Attach/submit pictures if available

Insert the following Appendices:

Appendix 5 Certificate of Independent Tender Determination

Appendix 6 Status in Relation to Manitoba Government

SAMPLE



Appendix 8 Supplier Confidentiality and Non-Disclosure Agreement  
Appendix 9 Criminal Records Search and Child Abuse Registry

SAMPLE

Appendix 10 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 the Manitoba Housing Supplemental Conditions.

See attached additional details for Manitoba Housing Supplemental Conditions.

SAMPLE