



THE TOWN OF THE PAS

BID OPPORTUNITY
T09-2019

**FRONT STEPS REPAIR
CIVIC CENTER**



P.O. Box 870, The Pas, Manitoba, Canada, R9A 1K8

Aug 27, 2019

RE: INVITATION TO TENDER

Sealed tenders marked "**T09-2019 FRONT STEP REPAIR**" will be accepted by the Purchasing Agent at the offices of the Town of The Pas up to 3:00 p.m. local time Friday, November 29, 2019 for the repair of front steps at the Civic Center.

Please refer to the following specifications and use the attached sheet(s) to submit your tender. Forward tenders to:

Town of The Pas
81 Edwards Avenue
P.O. Box 870
The Pas, Manitoba
R9A 1K8
Or email pdf copy to:
aldrin@townofthepas.ca
Chrism@townofthepas.ca

The lowest or any tender will not necessarily be accepted.

If you require additional information please contact the undersigned at (204)627-1137 or Chris McTaggart at (204)627-1127.

Aldrin Natividad
Purchasing Agent
Town of The Pas

TOWN OF THE PAS
PURCHASING DEPARTMENT
The Pas, Manitoba

1. CONTRACT TITLE

Repair of front steps at the Civic Center

2. SUBMISSION DEADLINE

- a. The submission deadline is 3:00 p.m. local time Friday, November 29, 2019.
- b. Bids determined by the Purchasing Agent to have been received later than the submission deadline will not be accepted and will be returned upon request.
- c. The Contract Administrator or the Purchasing Agent may extend the submission deadline by issuing an addendum at any time prior to the time and date specified in 2(a).

3. SITE INVESTIGATION

- a. The bidder should view the site by arranging an appointment with Chris McTaggart at 204-627-1127 on or before November 22, 2019.

4. ENQUIRIES

- a. All enquiries shall be directed to the Contract administrator identified.
- b. If the bidder finds errors, discrepancies or omissions in the Bid Opportunity or is unsure of the meaning or intent of any provisions 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.
- c. Responses to enquiries which, in the sole judgment of the Contract Administrator require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all bidders by issuing an addendum.

- d. Responses to enquiries which do not require a correction to or a clarification of the bid opportunity will be provided by the Contract Administrator only to the bidder who made the inquiry.
- e. The bidder shall not be entitled to rely on any response or interpretation received pursuant to section “d” unless the response is provided in writing.

5. ADDENDA

- a. The Contract administrator may at anytime prior to the submission deadline, issue addenda correcting error, discrepancies or omissions in the bid opportunity or clarifying the meaning or intent of any provisions, therein.
- b. The contract administrator will issue addendum at least two (2) business days prior to the submission deadline.
- c. The bidder shall acknowledge receipt of each addendum on Form A Bid. Failure to acknowledge receipt of an addendum may render a bid non-responsive.

6. SUBSTITUTES

- a. The work is based on the plan, materials and methods specified in the Bid Opportunity.
- b. Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- c. Requests for approval of substitute will not be considered unless received in writing by the contract administrator at least five (5) business days prior to submission deadline.

7. BID COMPONENTS

- a. The bid shall consist of the following components:
 - i. FORM A – The Bid (Signed and completed)
 - ii. FORM B – Schedule of Prices (Signed and completed)
 - iii. FORM C – Managing Contracted Employers (Signed and completed)

- iv. FORM D – Schedule of Sub Contractors (Signed and completed)
- v. FORM E – List of Equipment
- b. Further to 8(a) the bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with #6.
- c. All components of the bid shall be fully completed or provided and submitted by the bidder no later than the submission deadline, with all the required entries made clearly and completely to constitute a responsive bid.
- d. The bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the bidders name and address.
- e. Bids submitted by fax will not be accepted.
- f. Sealed Bids shall be submitted to:

Town of The Pas
81 Edwards Ave, Main Floor
The Pas, MB R9A 1K8
Or PDF file can be emailed to
aldrin@townofthepas.ca
Chrism@townofthepas.ca

8. BID

The bidder shall complete Form A Bid making all required entries.

- a. Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
 - i. If the bidder is a sole proprietor carrying on business in his own name, his name shall be inserted.
 - ii. If the bidder is a partnership, the full name of the partnership shall be inserted
 - iii. If the bidder is a corporation, the full name of the corporation shall be inserted

- iv. If the bidder is carrying on business under a name other than his own, the business name and the name of every partners or corporation who is the owner of such business name shall be inserted
- v. If a bid is submitted by two (2) or more persons, each and all such persons shall identify themselves in accordance with 8.2
- b. In paragraph 3 of Form A Bid- the bidder shall identify a contact person who is authorized to represent the bidder for the purpose of the bid.
- c. The name and official capacity of all individuals signing for “Form A Bid” should be printed below such signatures.

9. PRICES

- a. The Bidder shall state a price in Canadian Funds for each item of the work identified on “Form B Prices”
- b. The quantities listed on “Form B: Prices” are to be considered approximate only. The Town will use for the purpose of comparing bids.
- c. 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.

10. PAYMENT

- a. Unless bidder specifies otherwise, payment will be made within thirty (30) days of receipt of invoice.

11. CONFLICT OF INTEREST AND GOOD FAITH

- a. Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future
- b. The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the Town, in its sole discretion.

12. QUALIFICATIONS

- a. The bidder shall:
 - i. 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;
 - ii. Be financially capable of carrying out the terms of the contract and;
 - iii. Have all the necessary experience, capital, organization and equipment to perform the work in strict accordance with the terms and provisions of the contract.
- b. The bidder and any proposed subcontractor shall be responsible and not be suspended, debarred or in default of any obligations to the Town.
- c. The bidder and/or any proposed subcontractor shall have:
 - i. successfully carried out work similar in nature, scope and value to the work and ;
 - ii. Be fully capable of performing the work required to be in strict accordance with the terms and provisions of the contract and;
 - iii. Have a written workplace health and safety program if required pursuant to the Workplace Safety and Health Act (Manitoba).
- d. The Bidder shall, within five (5) business days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the bidder/subcontractor has workplace health and safety program meeting the requirements of the Workplace Safety and Health Act (Manitoba, by providing a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Associations Safety, Health and Environment Program.
- e. The bidder shall submit, within three (3) business days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the bidder and of any proposed subcontractor.

- f. The bidder shall provide, on the request of the Contract Administrator, full access to any of the bidder's equipment and facilities to confirm that the bidder's equipment and facilities are adequate to perform the work.

13. OPENING OF BIDS & RELEASE OF INFORMATION

- a. Bids will be opened, after the submission deadline has elapsed, in the offices of the Town of The Pas.
- b. The bidder is advised that any information contained in any bids may be released if required by Town policy and procedures or by law.

14. IRREVOCABLE BID

- a. The bid(s) submitted by the bidder shall be irrevocable for the time period specified in "Form A: Bid".
- b. The acceptance by the Town 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, but any bid shall be deemed to have lapsed unless accepted with the time period specified in "Form A: Bid".

15. WITHDRAWAL OF BIDS

- a. A bidder may withdraw his bid without penalty by giving written notice to the Purchasing Agent at any time prior to the submission deadline. The Town will assume that anyone of the contact persons named in "Form A: Bid" or the bidders authorized representative named and only such person, has authority to give notice of withdrawal.
- b. If a bidder gives notice of withdrawal prior to the submission deadline, the Purchasing agent will:
 - i. Retain the bid until after the submission deadline has elapsed
 - ii. Open the bid to identify the contact person named in "Form A: Bid" and/or the bidders authorized representative and;
 - iii. If the notice has been given by anyone of the persons specified declare the bid withdrawn.

- c. A bidder who withdraws his bid after the submission deadline but before his bid has been released or has lapsed shall be liable for such damages as imposed upon the bidder by law and subject to such sanctions as the Chief Administrator Officer considers appropriate in the circumstances.

16. REJECTION

- a. The Town of The Pas reserves the right to reject any or all tenders or any portion thereof. The lowest or any tender will not necessarily be accepted.
- b. No tender shall be awarded to any bidder who, in the judgment of the Town of The Pas, is not a responsible bidder or does not have all the necessary experience, capital, organization, and equipment to provide the equipment in strict accordance with the terms and provisions of the Tender.

17. CLARIFICATION

- a) The Town reserves the right to seek clarification with the Bidder to assist in making evaluations.

18. EVALUATION OF BIDS

- a. Award of the contract shall be based on the following bid evaluation criteria:
 - i. Compliance by the bidder with the requirements of the bid opportunity, or acceptance deviation there from (pass/fail)
 - ii. Qualifications of the bidder and the subcontractors, if any (pass/fail)
 - iii. Total bid price
- b. Further to 18 (a) (i) the Purchasing Agent 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 Purchasing Agent may reject all or any part of any bid, or waive technical requirements or minor informalities or irregularities if the interest of the Town so requires.
- c. Further the Purchasing Agent shall reject any bid submitted by a bidder who does not demonstrate, in his bid or in other information required to be submitted, that he is responsible and qualified.

- d. Further to 14.(1)(iii) the total bid price shall be the sum of the quantities multiplied by the unit prices for each item show on “Form B : Prices”
- e. If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence. Further in the event that a unit price is not provided on “Form B: Prices” the Town will determine the unit price for the purpose of evaluation and payment.

19. AWARD OF CONTRACT

- a. The Town will give notice of the award of the contract or will give notice that no award will be made.
- b. The Town 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. The Town will have no obligation to award a contract where:
 - i. The prices exceed the available Town funds for the work
 - ii. The prices are materially in excess of the prices received for similar work in the past
 - iii. The prices are materially in excess of the Town cost to perform the work or a significant portion thereof with its own forces
 - iv. In the judgment of the Purchasing Agent, the interests of the Town would best be served by not awarding a contract.
- c. Where an award of contract is made by the Town, the award shall be made to the responsible and qualified bidder submitting the lowest evaluated responsive bid
- d. Following the award of contract, a bidder will be provided with information related to the evaluation of his bid upon written request to the Contract Administrator.

20. SCOPE OF WORK

- a. The scope of works concerns all works related to supply, delivery, and installation of materials needed to complete the required works and includes, but is not limited to:
 - i. Transport and unloading at site of all necessary materials and equipment
 - ii. Site clearance and demolition where and if needed
 - iii. Repair (or replace if needed) the hand railings
 - iv. Repair all cracks on the footsteps/stairs
 - v. Repair (or re-do if needed) the ramp for the disabled
 - vi. Resurface the ramp to the stair.
 - vii. Resurface the steps and make it look uniform and aesthetically presentable
 - viii. Replace all Stair Treads
 - ix. Repair or replace the damage/non-functional light fixtures (see photos)
 - x. Disposal of waste material
 - xi. Cleaning up of site upon completion of work.

21. CONTRACT ADMINISTRATOR

The Contract Administrator is:

Chris McTaggart, C.E.T.
Asst. Municipal Superintendent
Phone: (204) 627-1127 or;
Email: chrism@townofthepas.ca

22. SAFE WORK PLAN

- a. The contractor shall provide the Contract Administrator with a Safe work plan at least five (5) business days prior to the commencement of any work on the site but in no event later than the return of the executed contract.

23. INSURANCE

- a. The Contractor shall provide and maintain the following insurance coverage:
 - i. Commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000) inclusive, with the Town of The Pas added as an additional insured with a cross-liability clause, such liability policy to also contain contractual liability, broad form property damage cover and products and completed operations to remain in place at all times during the performance of the work and throughout the warranty period.
- b. Deductibles shall be borne by the contractor
- c. The contractor shall provide the Contract Administrator with certificate(s) of insurance and a certificate that the firm that the contractor is in good standing with WCB at least two (2) business days prior to the commencement of any work
- d. The contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) calendar day's prior written notice to the Contract Administrator.

24. SUBCONTRACTOR LIST

- a. The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage at least two (2) business days prior to the commencement of any work on the site.

25. SCHEDULE OF WORK

- a. The Contractor shall not commence any work until he is in receipt of a letter of intent from the Town authorizing the commencement of the work.
- b. Contractor must secure a Town of The Pas Business license before commencing any work.

- c. The contractor shall not commence any work on the site until the Contract Administrator has confirmed receipt and approval of:
 - i. Evidence of authority to carry on business
 - ii. Evidence of the workers compensation coverage
 - iii. The safe work plan
 - iv. Evidence of the insurance
 - v. The subcontractor list
- d. Project dates
 - i. Expected Start Date : _____
 - ii. Completed no later than : June 15, 2020

26. SPECIFICATION

- a. All work to be done must meet 2010 Building Code.

27. PRIME CONTRACTOR-WORKPLACE SAFETY & HEALTH ACT (MB)

- a. The Contractor shall be the prime contractor and shall serve as and have the duties of the prime contractor in accordance with the Workplace Safety & Health Act (Manitoba).

28. GENERAL CONDITIONS AND SPECIFICATIONS

- a. The Contractor is responsible to obtain and familiarize itself with all relevant standards and specifications cited by, and included in, the Contract Documents.
- b. The Contractor shall be responsible for all permits, government fees and inspections. This also includes, but not limited to, underground utility locates.
- c. The Contractor shall comply with all applicable federal, provincial and local laws and regulations and all conditions of permits controlling pollution of the environment. Necessary precautions shall be taken to prevent pollution of streams, lakes, ponds, wetlands, ground water and reservoirs with fuels, oils, bitumen, chemicals or harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. All sewage disposal work shall conform to the regulations of the Ministry of the Environment.

- d. The Town may request the contractor to transfer from the work crew employees who are found to be incompetent, prone to harassment, bullying or theft.
- e. The Contractor must take adequate precautions to protect all other adjacent surfaces and repair any damage caused as a result of inspection, service or work.
- f. The Contractor is required to protect all Town property and is liable for any and all damage caused by their presence, work, methods, and personnel.

29. EQUIPMENT

- a. All equipment shall be safety approved and in satisfactory working condition. Items not specifically mentioned herein but necessary to do a complete job shall be included.

30. WARRANTY

- a. The Contractor shall guarantee that subject to normal wear and tear, all work performed under this contract will remain in acceptable condition for a period of twelve (12) months from the date of acceptance of all work by the Contractor. An acceptable condition would be when performs as required; the Contractor will have to repair all failed areas within the contract at the Contractor's expense. All material, haul, traffic control and related works shall be paid by the Contractor. The Contractor shall, within fourteen (14) days after receiving written notice from the Contract Administrator (or an agreed upon date), make good at his expense, in a manner satisfactory to the Contract administrator, any imperfections due to faulty materials or workmanship discovered in the work.

31. PHOTOS

- a. Below photos as provided to give the bidder an idea of the job that has to be done on this contract, however, bidders are encouraged to do a site visit to have a better assessment.





FORM A: THE BID

1. CONTRACT TITLE:

FRONT STEP REPAIR – CIVIC CENTER

2. BIDDER:

Name of Bidder

Street or P.O. Box

| | | |
|------|----------|-------------|
| City | Province | Postal Code |
|------|----------|-------------|

Facsimile number

THE BIDDER IS;

- A Sole Proprietor
- A Partnership
- A Corporation

FORM A: THE BID

3. CONTACT PERSON:

The bidder hereby authorized the following contact person to represent the Bidder for the purposes of the bid.

| | |
|------------------|------------|
| Contact Person | Title |
| Telephone Number | Fax Number |
| Email address | |

4. OFFER:

The Bidder hereby offers to perform the work in accordance with the Contract for the Total Bid Price, in Canadian Funds, set out on FORM B: Prices, attached hereto:

5. EXECUTION OF CONTRACT:

The Bidder agrees to execute and return the Contract no later than 7 calendar days after receipt of the Contract.

6. COMMENCEMENT OF THE WORK:

The bidder agrees that no work shall commence until he is in receipt of a notice of award authorizing the commencement of work.

7. CONTRACT:

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

8. ADDENDA:

The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form part of the contract.

Number _____ Dated _____

FORM A: THE BID

9. TIME:

This offer shall be open for acceptance, binding and irrevocable for a period of 60 calendar days following the submission deadline.

9. PROJECT START AND COMPLETION

Start Date: _____

Completion Date: _____

10. SIGNATURES:

In witness whereof the bidder has signed this _____ day of _____, 2019

SIGNATURE OF BIDDER OR BIDDER’S AUTHORIZED OFFICIAL OR OFFICIALS

PRINT NAME AND CAPACITY OF INDIVIDUAL WHO’S SIGNATURE APPEARS ABOVE.

SEAL OR WITNESS.



FORM B: SCHEDULE OF PRICES

| ITEMS | PRICE |
|-------------------|-------|
| MATERIALS | |
| LABOUR | |
| EQUIPMENT | |
| PERMITS/ LICENSES | |
| OTHERS | |
| | |
| | |
| | |
| | |
| TOTAL | |
| PST | |
| GST | |
| TOTAL | |

FORM C - MANAGING CONTRACTED EMPLOYERS

Acknowledgement/Agreement to comply

Important-compliance with Safety Legislation is mandatory. This form must be returned with all signatures as part of a tender bid.

Failure to sign and return this acknowledgement nullifies the bid.

Failure to sign and return the form forfeits the contractor/self-employed person's right to be hired by the Town of The Pas.

Contractor/Self-Employed Person: _____

Address: _____

Office Phone: _____ Cell: _____

Fax: _____

Tender # and/or type of work: _____

On-Site Supervisor: _____

I have reviewed the "Managing Contracted Employers-Regulatory Summary" section of the Town of The Pas Safety program and acknowledge that I am aware of all Provincial and Federal Acts and Regulations and their requirements as they relate to the type of work that is being undertaken.

I have reviewed the "Managing Contracted Employers-Communicating Unsafe Conditions or Practices" document and acknowledge that I am aware of the Procedures that will be followed.

I acknowledge my responsibility and duties with regards to safety and agree to comply with provincial and Federal Acts and Regulations and Town of The Pas safety policies and procedures.

For information on the above, please contact the Contract Administrator at 627-1127.

Contractor

On-Site Supervisor

Date Signed

For Town use: Date Received/
Initials



FORM D – SCHEDULE OF SUBCONTRACTORS

SUBCONTRACTOR

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

DESCRIPTION OF
WORK TO BE SUBLET : _____

COMPANY NAME

TELEPHONE NUMBER

PRINTED SIGNATURE

AUTHORIZED SIGNATURE

DATE

FORM E – SCHEDULE OF EQUIPMENT

LIST THE TYPE AND MINMUM NUMBERS OF EQUIPMENT THAT IS INTENDED FOR USE IN THE PREFORMANCE OF THIS CONTRACT.

COMPANY
NAME:

PRINTED SIGNATURE

TELEPHONE NUMBER

AUTHORIZED SIGNATURE

DATE