

Manitoba Housing Request for Tender

Type of Work: XXXXXXXXX

Location: XXXXXXXXX

RFT #: 20XX-XXX-T-XXXX

Issue Date: Day, Month Date, 20XX

Mandatory/Optional Site Visit: Day, Month Date, 20XX
X:XX:XX x.m. Central Standard / Daylight Time

Submission Deadline: Day, Month Date, 20XX
2:00:00 p.m. Central Standard / Daylight Time

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

Available in alternate formats upon request




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1 Introduction

1.1 Project Name

1.1.1 XXXXXXXXXXXX

2 Unique Provisions

2.1 Trade Agreements

2.1.1 Manitoba Housing is dedicated to open, fair and transparent business conduct. This procurement is subject to the [New West Partnership Trade Agreement \(NWPTA\)](#), and Chapter 5 of the [Canadian Free Trade Agreement \(CFTA\)](#) and Chapter 19 of the [Canadian-European Union \(EU\) Comprehensive Economic and Trade Agreement \(CETA\)](#) For further reference, please see the links above.

2.2 Submission Deadline

2.2.1 Submission Deadline is set out on the title page to this RFT.

2.3 MERX Electronic Bid Submission (EBS)

2.3.1 Manitoba Housing uses MERX at www.merx.com/manitobahousing, the Electronic Bid Submission (“EBS”) system to post tenders.

2.3.2 For assistance in using MERX, Bidders may watch the online Electronic Bid Submission tutorial: <https://www.merx4.merx.com/public/Help>. Alternatively, Bidders can contact MERX customer service directly at 1-800-964-6379 or email merx@merx.com.

2.3.3 It may take time to upload and submit large documents electronically. Bidders should allow sufficient time to upload and submit tender documents. Manitoba Housing will not be responsible for any late submission of tender documents.

2.4 Bid Submission

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 6.1.1; and

2.4.3 should include the Bidder’s name and RFT number on each document submitted.

2.5 Brief Description of Work

2.5.1 This is an **an invitational/a public** tender open to **invited/all** Bidders. Any resulting Contract will be in the form of a CCDC2 (2008) Stipulated Price Contract as amended by Manitoba Housing Supplementary Conditions.

2.5.2 Manitoba Housing requires the services of a **XXXXXXXX** to perform **XXXXXXXX**.

2.5.3 The Scope of Work includes, but is not limited to, **XXXXXX**.

2.5.4 Work site location will **not** be **partially** occupied during construction.

2.6 Work Site Location

2.6.1 **XXXXXXXXXXXXXXXX**

2.7 Site Visit

2.7.1 Information provided in writing by the Manitoba Housing Contract Administrator identified in Section 3.1.1 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: **XXXX XX, 2XXX**

Time: **XX:XX a/p.m. Central Standard/Daylight** Time

Location: **enter address (include town/ city) of site visit**

Attendance: **mandatory/optional**

Subcontractor Attendance: **mandatory/optional**

2.7.2 Bidders are to meet at **XXXXXXXX** prior to **XX:XX x.m.** and are required to sign the Site Visit Attendance.

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: Bid Bond

Amount: 10% of total bid amount

3 Bid Instructions

3.1 Inquiries and Clarifications

3.1.1 All inquiries and requests for clarifications related to this RFT must be in writing, by email, seven (7) business days before the Submission deadline to:

Contract Administrator: XXXXXXXX

Email: XXXXX.XXXXX@gov.mb.ca

- 3.1.2 If an inquiry is received later than that inquiry deadline, Manitoba Housing may respond but not obligated to provide a response.
- 3.1.3 Manitoba Housing is not responsible if a Bidder's inquiry does not reach Manitoba Housing by the inquiry deadline.
- 3.1.4 Only information provided in writing by the Manitoba Housing Contract Administrator identified below will be binding on Manitoba Housing.
- 3.1.5 If Manitoba Housing, in its sole discretion, determines that an inquiry is of interest to all Bidders, it will be communicated in writing to all registered Bidders. The source of the inquiry will be kept confidential.
- 3.1.6 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.

4 Request for Equal

- 5.3. Requests for equal must be submitted on a completed form provided at this 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: XXXXXXXX

Email: XXXXX.XXXXX@gov.mb.ca

5 Tender Amendments

- 5.1. The Contract Administrator may issue an addendum via MERX that will form part of this RFT for the following:
 - 5.1.1. to extend the submission deadline;
 - 5.1.2. to address an error, discrepancy, omission, addition or revision in the tender documents; or
 - 5.1.3. to provide clarification in the tender document regarding errors, discrepancies, omissions, addition, revision or ambiguity.
- 5.2. MERX automatically alerts Bidders of updates.
- 5.3. Bidders are responsible for ensuring they have received all addenda for this RFT and have considered the effect of such addenda in formulating their bids.

- 5.4. Bidders should acknowledge having received each addendum where indicated on the Tender Form (Appendix 2) provided for this purpose. Failure to acknowledge receipt of an addendum renders a bid non-compliant.

6 Bid

The bid submission will consist of two (2) parts.

6.1 Bid Content

- 6.1.1 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:

- 6.1.1.1 Appendix 2 - Tender Form;
- 6.1.1.2 Appendix 3 – Price Form;
- 6.1.1.3 Appendix 4 – Bidder Qualification and Experience Form;
- 6.1.1.4 Appendix 5 – Certificate of Independent Tender Determination;
- 6.1.1.5 Appendix 6 – Status in Relation to Government;
- 6.1.1.6 Project Work Plan;
- 6.1.1.7 Construction Schedule; and
- 6.1.1.8 Scanned copy of Bid Bond (subject to proof of the original).

- 6.1.2 Each document as described in 6.1.1 must be loaded on MERX as separate attachments in accordance with 2.4 by the submission deadline noted on the cover page.

- 6.1.3 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.

- 6.1.4 After the bids have been opened in accordance with Section 7 and reviewed in accordance with Section 7.4, the compliant Bidder will be recommended for award.

- 6.1.5 The second part of the bid submission is required after award recommendations are approved by The Manitoba Housing and Renewal Corporation (MHRC) Board. The successful Bidder will be notified by the Contract Administrator and must submit the following documents to the Contract Administrator within ten (10) business days from receipt of the Selection Letter:

- 6.1.5.1 Appendix 7 – Subcontractor Declaration;
- 6.1.5.2 Appendix 8 - Supplier Confidentiality and Non-Disclosure Agreement;
- 6.1.5.3 Appendix 9 – Security Search Declaration;

- 6.1.5.4 COR certification;
- 6.1.5.5 Insurance;
- 6.1.5.6 Workers Compensation Board Coverage;
- 6.1.5.7 Performance and Labour & Materials Bonds;
- 6.1.5.8 Contract Price Breakdown; and
- 6.1.5.9 Contractor's Certification Form - Legislative and Safety Requirements.

6.1.6 Failure to provide the documents in 6.1.5 within the time specified will result in the bid being rejected as non-compliant.

6.2 Tender Form (Appendix 2)

6.2.1 The Bidder must complete the tender form, attached as Appendix 2, making all required entries.

6.2.2 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 Bidder is responsible to inform Manitoba Housing of any changes to the contact person and phone number.

6.2.3 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 name and official capacity of the authorized signer must be printed below the signature(s). All signatures must be original and in ink.

6.2.4 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.

6.3 Prices (Appendix 3)

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

6.3.1.1 a lump sum price for construction services; and

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

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

6.4 Bidder Qualification and Experience (Appendix 4)

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

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

- 6.4.1.2 completion of a single project or multiple projects that are of a similar Scope of Work, as outlined in 2.5.3;
- 6.4.1.3 each project reference is equal to or greater than **enter acceptable % of estimated value**; and
- 6.4.1.4 each project reference must be substantially completed as defined by Builders' Liens Act, in the last ten (10) years from the month of this tender submission deadline. Manitoba Housing may request certification of substantial completion.
- 6.4.2 Project references must be independent or must be a third party reference.
- 6.4.3 Manitoba Housing will review the Bidders submission to validate the information matches the requirements in the Scope of Work.
- 6.4.4 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.
- 6.4.5 Failure to complete Appendix 4 - Bidder Qualifications and Experience in accordance with 6.4.1 will render the bid non-compliant.
- 6.5 Certificate of Independent Tender Determination (Appendix 5)
- 6.5.1 Bid Submission must be accompanied by Appendix 5 - Certificate of Independent Tender Determination fully completed and signed in ink by an authorized representative of the company.
- 6.6 Status in Relation to Government (Appendix 6)
- 6.6.1 Bidders must provide a list of all legal, regulatory or administrative proceedings currently pending or 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.
- 6.6.2 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.
- 6.6.3 Manitoba Housing, in its sole discretion, may reject submissions if there is any question answered by "Yes" in Appendix 6 Status in Relation to Manitoba Government form.
- 6.7 Project Work Plan
- 6.7.1 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.

6.7.2 Bidders must consider and include the following in the work plan:

- 6.7.2.1 major deliverables and the tasks to create them;
- 6.7.2.2 sequence of events to achieve substantial performance;
- 6.7.2.3 resources needed for tasks and deliverables to complete the Work; and
- 6.7.2.4 project dependencies as it relates to the sequence of events (critical path).

6.8 Construction Schedule

6.8.1 Bidders must provide a construction schedule showing weekly and monthly tasks from start to finish date.

6.8.2 Bidders must submit the construction schedule in the form of a Gantt chart and include the following:

- 6.8.2.1 project start date;
- 6.8.2.2 all major work packages;
- 6.8.2.3 project Substantial Performance of the Scope of Work within XX weeks of the start date; and
- 6.8.2.4 project Total Performance of the Scope of Work within XX weeks of the start date.

6.9 Bid Bond

6.9.1 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.

6.9.2 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.

6.10 Subcontractors (Appendix 7)

6.10.1 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 6.1.5. Manitoba Housing reserves the right to reject a subcontractor deemed unacceptable.

6.10.2 The successful Bidder is responsible for ensuring all subcontractors and their subs are eligible to work on Manitoba Housing sites.

6.10.3 Manitoba Housing reserves the right to reject a Subcontractor deemed unacceptable prior to award of a Contract or any time during the construction phase.

6.11 Supplier Confidentiality and Non-Disclosure Agreement (Appendix 8)

6.11.1 The successful Bidder will be required to submit the Supplier Confidentiality and Non-Disclosure Agreement (Appendix 8) fully completed and signed in ink by an authorized representative of the company in accordance with Section 6.1.5.

6.12 Security Search Declaration (Appendix 9)

6.12.1 The successful Bidder must obtain a Criminal Record , Child Abuse Registry Search, and Adult 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), in accordance with Section 6.12.2, stating its officers, employees, Subcontractor(s) or agents are clear of any pending charges and have an acceptable record search as defined below:

6.12.1.1 Acceptable search:

6.12.1.1.1 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.

6.12.1.1.2 An acceptable Child Abuse Registry Search and Adult Abuse Registry Search must be clear of any convictions.

6.12.2 The Bidder acknowledges that Manitoba Housing reserves the right, at any time, during the contract, to request updated Criminal Record Searches, Child Abuse Registry Searches and Adult Abuse Registry Searches for any of its officers, employees, subcontractor(s) and agents.

6.12.3 The Bidder shall be responsible for all costs associated with the Criminal Record Searches, Child Abuse Registry Searches and Adult Abuse Registry Searches.

6.12.4 From time to time Manitoba Housing may choose to audit the Contractor records for the purpose of verifying compliance to Section 6.12. 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.

6.12.5 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.

6.12.6 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.

6.13 COR Certification

6.13.1 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 6.1.5. OR Equivalency applies to a company that has COR certification issued by a member of Canadian Federation of Construction Safety Associations in another province or territory but doesn't have a permanent office in Manitoba.

6.14 Insurance

6.14.1 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 Supplementary Conditions in accordance with Section 6.1.5.

6.15 Workers Compensation Board Coverage

6.15.1 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 6.1.5.

6.16 Performance Security

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

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

6.16.2.1 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

6.16.2.2 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.

6.16.3 The successful Bidder will be required to provide Manitoba Housing with the performance bond and labour and material in accordance with Section 6.1.5.

6.17 Contractor's Certification Form – Legislative and Safety Requirements

6.17.1 The successful Bidder must submit the [Contractor's Certification Form – Legislative And Safety Requirements](#), available on the Manitoba Housing website, fully completed and signed in ink by an authorized representative of the company in accordance with 6.1.5

6.17.2 The successful Bidder shall 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.

6.18 Contract Price Breakdown

6.18.1 The successful Bidder may provide a complete, detailed Contract price breakdown by description of work to the Contract Administrator in accordance with 6.1.5.

6.18.2 Failure to provide the document in 6.18.1 within the time specified will result in the bid being rejected as non-compliant.

6.19 Qualification of Bidder's Organization

6.19.1 As part of qualifying the successful Bidder, Manitoba Housing may require Bidders to submit the following information:

6.19.1.1 Proof the Bidder is incorporated or otherwise properly registered to carry on business in Manitoba;

6.19.1.2 Proof the Bidder is financially capable of carrying out the terms of the Contract;

6.19.1.3 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

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

6.19.2 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.

6.19.3 Failure to provide the information requested by the Contract Administrator within the time frame set out in 6.19.2 above may result in the bid being considered non-compliant in accordance with Section 7.4.

7 Evaluation and Selection

7.1 Opening of Bids

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

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

7.1.3 Bids will be recorded and reviewed for mandatory requirements in accordance with the requirements of each item in Section 6.1.1. Bids meeting the mandatory

requirements will be considered compliant for purposes of the tender evaluation and pricing will be reviewed and recorded.

7.1.4 A bid not meeting the mandatory requirements in accordance with the requirements of each item in Section 6.1.1 will be considered non-compliant for purposes of the tender review and rejected as non-compliant.

7.2 Withdrawal of Bids

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

7.2.2 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.

7.3 Irrevocable Bids

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

7.3.2 The acceptance by Manitoba Housing of any bid shall not release the bid of all the 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.

7.4 Evaluation of Bids

7.4.1 Bids will be evaluated as follows:

Mandatory Criteria:	
Site Visit	Pass / Fail
Appendix 2 – Tender Form (Section 6.2)	Pass / Fail
Appendix 3 – Price Form (Section 6.3)	Pass / Fail
Appendix 4 – Bidder Qualifications and Experience (Section 6.4)	Pass / Fail
Appendix 5 – Independent Tender Determination (Section 6.5)	Pass / Fail
Appendix 6 – Status in Relation to Government (Section 6.6)	Pass / Fail
Project Work Plan (Section 6.7)	Pass / Fail
Construction Schedule (Section 6.8)	Pass / Fail
Bid Bond (Section 6.9)	Pass / Fail
Past Performance (Section 7.6)	Pass / Fail
Bid:	
Total Bid Price	100

7.4.2 The total bid price will be evaluated using the following method:

7.4.2.1 The following price score will be rounded to a whole number. All scores achieving a fraction 0.5 or greater will be rounded up, less than 0.5 will be rounded down.

7.4.2.2 Price Scores:

The Bid with the lowest total bid price will receive **enter maximum points for price (##)** points.

All other Bids will receive a score based on the following formula:

$$\left(\frac{\text{Lowest Bid}}{\text{Bidders Bid}} \right) \times \text{##} = \text{Bidder's Score}$$

7.4.3 Manitoba Housing will select the compliant Bidder with the highest score to proceed to the next step.

7.4.4 Further to 7.4.1, Manitoba Housing may disqualify and reject a bid in accordance with Section 6.19.

7.4.5 Further to 7.4.2, 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.

7.4.6 Where alternatives or separate items are provided for on the price form, Manitoba Housing will make a determination as to which, if any, it wishes to approve.

7.5 Status in Relation to Government and Past Performance

7.5.1 Bidders must provide a list of all legal, regulatory or administrative proceedings currently pending or 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.

7.5.2 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.

7.5.3 Manitoba Housing, in its sole discretion, may reject submissions if there is any question answered by "Yes" in Appendix 3 Status in Relation to Manitoba Government (Appendix 6) form.

7.6 Performance

7.6.1 From information received or obtained by Manitoba Housing before a Contract is awarded, Manitoba Housing may determine (conclusively or by inference) that a

Bidder's record of past performance is unsatisfactory based on any of the following factors:

- 7.6.1.1 A Bidder or an entity the Bidder proposes to perform the Services is suspended or debarred from participating in the public procurement process of any of the following:
 - 7.6.1.1.1 a Manitoba Crown Corporation or agency;
 - 7.6.1.1.2 an academic institution, health authority or other entity providing education, health or social services funded by the Government of Manitoba; or
 - 7.6.1.1.3 a department, branch or division of the Government of Manitoba;
- 7.6.1.2 a Bidder's performance of a project or contract for which a reference was checked by Manitoba Housing was unacceptable, deficient, improper, incomplete or late according to such reference;
- 7.6.1.3 a Bidder or an entity the Bidder proposes to perform the Services is a party to a legal proceeding that discloses or concerns deficient, improper, incomplete or negligent construction or design or implementation of a project or part of a project, or a failure to comply with a term or conditions of the contract governing the project, and such legal proceeding has been initiated by any of the following:
 - 7.6.1.3.1 a Manitoba Crown Corporation or agency;
 - 7.6.1.3.2 an academic institution, health authority or other entity providing education, health or social services funded by the Government of Manitoba; or
 - 7.6.1.3.3 a department, branch or division of the Government of Manitoba;
- 7.6.1.4 a Bidder or an entity the Bidder proposes to perform the Services has initiated a legal proceeding against any entity listed in sections 7.6.1.3.1, 7.6.1.3.2, or 7.6.1.3.3 above, and Manitoba Housing is of the opinion that the existence of the legal proceeding is likely to adversely affect working relationships under the Contract; or
- 7.6.1.5 a Bidder or an entity the Bidder proposes to perform the Services has engaged, or been sanctioned for engaging in corrupt, fraudulent, collusive or other unethical practices.
- 7.6.2 If Manitoba Housing determines that a Bidder's record of past performance is unsatisfactory, Manitoba Housing may, in its absolute discretion, disqualify the Bidder and reject its Bid.
- 7.7 Award of Contract
 - 7.7.1 Manitoba Housing will give notice of an award of Contract, or will give notice that no award will be made.
 - 7.7.2 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.

- 7.7.3 Without limiting the generality of 7.7.2, Manitoba Housing will have no obligation to award a Contract where:
- 7.7.3.1 the prices exceed the available funds for the Work;
 - 7.7.3.2 the prices are materially in excess of the prices received by Manitoba Housing for similar work in the past;
 - 7.7.3.3 the prices are materially in excess of Manitoba Housing's cost to perform the Work, or a significant portion thereof, with its own forces;
 - 7.7.3.4 only one compliant Bid is received; or
 - 7.7.3.5 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.
- 7.7.4 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.
- 7.7.5 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:
- 7.7.5.1 when a performance record is available for all identical bids, overall satisfactory performance record will be given preference over a less satisfactory performance record;
 - 7.7.5.2 when schedule is an important factor, the Bidder offering the best schedule will be given preference;
 - 7.7.5.3 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.
- 7.7.6 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.
- 7.7.7 After an award of Contract is made, the name of the successful Bidder and the Contract value will be posted on the [MERX website](#).
- 7.8 Notification to Bidders
- 7.8.1 A Bidder that is disqualified during the evaluation process will be notified of the disqualification;
 - 7.8.2 Manitoba Housing will notify all Bidders of the outcome of the RFT process, after the Contract is signed;
 - 7.8.3 If Manitoba Housing decides not to enter into a Contract with any Bidder, all Bidders will be given written notice of decision.

7.9 Debriefing

- 7.9.1 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. 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.

8 Bid Protest Procedure

- 8.1. If a Bidder wishes to challenge the outcome of the RFT award, a written notice should be provided 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

Appendix 2 Tender Form

(Section 6.2)

1. Project Name

XXXXXXXXXXXXXX

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 – Project Name and Location

(Section 6.3)

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.

Editing Note: Remove this section if Alternative Pricing is not required.

Alternate/Separate/Unit Pricing:

The following Alternate/Separate/Unit 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:	\$	\$	

Editing Note: Remove the following section if Separate Pricing is not required.

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:	\$

Editing Note: Remove the following section if Unit Pricing is not required.

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

Project Name and location

(Section 6.4)

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: _____

Submit pictures if available

Appendix 5 Certificate of Independent Tender Determination

Appendix 6 Status in Relation to Manitoba Government

See documents uploaded to MERX for Appendix 5 and 6.

Appendix 7 Subcontractor Declaration Form

(Section 6.10)

List of Subcontractors:	
Subcontract:	Subcontractor:
/ Demolition	
/ Concrete / Asphalt	
/ Metal	
/ Rough Carpentry	
/ Architectural Woodwork	
/ Windows / Doors / Hardware	
/ Drywall	
/ Flooring	
/ Ceramic Tile	
/ Painting	
/ Insulation	
/ Washroom Fixtures / Accessories	
/ Life Safety Upgrades	
/ Mechanical	
/ Ventilation	
/ Plumbing	
/ Electrical	
/ Asbestos	
/ Roofing	
/ *	
/ *	
/ *	

Note: In accordance with 6.10 the successful Bidder will submit names of Subcontractors proposed for each division listed above. If work is to be completed by the successful Bidder's own forces please indicate "Contractor's Own Forces". If the Bidder believes no work will be required for particular divisions please indicate with "N/A".

* Bidders to specify all others

Appendix 8 Supplier Confidentiality and Non-Disclosure Agreement

Appendix 9 Security Search Declaration

See documents uploaded to MERX for Appendix 8 and 9

Appendix 10 CCDC2 Stipulated Price Contract and Manitoba Housing Supplementary Conditions

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

See attached additional details for Manitoba Housing Supplementary Conditions.