REQUEST FOR PROPOSAL

FOR

Revitalization of Swan River Legion Park– Project Management

THE TOWN OF SWAN RIVER

(ADDENDUM)

Issued November 6th, 2026

Closing Date: **December 2, 2026**

Closing Time: 2:00pm CST

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1.0 ABSTRACT

The Town of Swan River (the Town) seeks proposals for a professional, reliable, and cost-effective consultant to assist in the project management of the project: “Revitalization of Swan River Legion Park”.

2.0 INTRODUCTION

The Town of Swan River is a municipality located in Manitoba's Parkland Region. At the end of 2025, we were awarded the Growth, Renewal, and Opportunities (GRO) grant for this project: Revitalization of Swan River Legion Park. The 2026 summer floods have delayed the project, and this coming 2027 we are wanting to see this project come to fruition.

The project (at a high level) is multi-faceted and includes resurfacing of ball diamonds, improvements to the stage and gathering areas, new lighting, security cameras, site preparation, upgrades to pathways (new and widened surface), and the installation of additional amenities to the park.

The objective of this Request for Proposal (RFP) is to retain a qualified consultant to handle all related project management under the oversight of the Director of Recreation, and to see that this project is completed in full according to the attached Schedule B -Scope of Work for RFP.

3.0 INSTRUCTIONS

3.1 CLOSING TIME AND CONTACT INFORMATION

Applicants may hand deliver, mail, or email their proposals. Hard-copy proposals shall be clearly marked with the bidder’s name and address and the RFP title shown on the title page. Emailed proposals shall include the RFP title in the subject line. Proposals must be received by the Town before the closing date and time.

Hand delivered or mailed to: Attention: Uriah Waldner

Town of Swan River

Box 879

439 Main St.

Swan River, MB R0L 1Z0

Emailed to: uwaldner@townsr.ca

No later than: December 2, 2026

The Town shall not be responsible for proposals delivered to wrong addresses or that are not received prior to the closing date and time. It is the sole responsibility of each bidder to ensure their proposal(s) are received as intended. Late proposals will not be considered or opened.

3.2 AMENDMENTS TO PROPOSALS

Amendments to proposals will be accepted only if they are received before the closing date and time and are submitted in accordance with Section 3.1.

3.3 ADDENDA

If the Town determines that additional information is necessary— either in response to questions received from bidders or because new information arises—an addendum will be issued. All addenda shall be posted on the Town website. Bidders are responsible for checking the Town website for addenda, and by submitting a proposal, each bidder will be deemed to have received and considered all addenda posted before closing.

3.4 INQUIRIES AND TOWN OF SWAN RIVER REPRESENTATIVE

All inquiries and technical questions related to this RFP shall be directed to the Town of Swan River representative noted below:

Uriah Waldner

Executive Assistant

Ph: 204-734-4586 ext. 207

3.5 OPENING OF PROPOSALS

Proposals shall be opened/reviewed in the Town of Swan River Municipal Office, **December 2, 2026**-after 2:00 pm CST.

4.0 PROPOSAL CONTENT

All proposals shall include the following information:

1. A completed copy of Schedule A – Proposal Form.

2. The bidder's plan for the project management of the "Revitalization of Swan River Legion Park". Such work is expected to include:
    a. The following project components (see Schedule B for more detail):
        i. Completion for detailed design drawings, technical specifications, tender documentation, and any required regulatory approvals; PM to procure required consultants. Consultants will be paid directly Town of Swan River;
        ii. Resurfacing and enhancement of the baseball diamonds to support ongoing recreational programming;
        iii. Improvements to stage accessibility and associated community gathering areas;
        iv. Installation of park lighting and internet-connected security camera systems;
        v. Flood damage restoration (electrical, landscaping, and building refurbishment);
        vi. Site preparation, hazard mitigation, and other enabling works required to support construction activities;
        vii. Construction and upgrading of accessible pathways, including widening and new surfacing;
        viii. Installation of additional park amenities, such as water fountains, site furnishings, landscaping, signage, and other project elements as approved by the Town;
        ix. Final inspection, commissioning, deficiency correction, and project close-out activities resulting in a completed facility ready for public use.
        x. The successful proponent will be expected to prepare and maintain a detailed project schedule identifying key milestones and anticipated completion dates for Council's review and approval.
    b. Procurement and contract administration of consultants, contractors, and suppliers in accordance with the Town's procurement policies and applicable funding requirements;
    c. Coordination and management of all planning, design, engineering, tendering, and specification development required for the various project components;
    d. Overall project oversight, including scheduling, budgeting, risk management, quality control, and coordination with Town Administration, contractors, Council, funding agencies, and other stakeholders;
    e. Regular progress reporting, including project status, schedule adherence, budget tracking, identified risks, and recommendations, provided to the Director of Recreation and Council as required;
    f. Preparation and submission of all required reports, claims, and other documentation associated with the GRO funding program, or other applicable funding sources. For DFA and Insurance Claims related to flood items, the Project Manager will coordinate and provide required documentation to Town Administration who will handle these claims.
3. Qualifications: a description of the bidder's capabilities, including examples of relevant experience.
4. References: at least three references from organizations where similar work has been completed. Please include the organization's name, contact person with email/phone number, and a brief description of the project done for them (preference for public sector or non-profit organizations).
5. Project Organization: the composition of the proposed team, if any, including:

a. Project team members;
b. Description of the roles of the team members; and
c. Level of experience of the team members specific to project.

6. Cost Breakdown: a detailed cost breakdown for the proposed services, showing the total cost for the performance of all services, consultations, expenses, materials, deliverables, to be used for completion of the project. Total cost shall be in lump sum, in Canadian dollars, and shall identify applicable GST and PST separately.
7. Project Due Date: The Town would prefer to see the project completed in full by October 31, 2027. However, recognizing the complexity of the project and the time required for planning, procurement, design, regulatory approvals, and construction, proponents may propose an alternative project schedule. Any proposed schedule should clearly identify key milestones, anticipated completion dates, and any assumptions or constraints that may affect project delivery.

5.0 SUPPORTING ATTACHMENTS

- Schedule B – Scope of Work
- Schedule C – Legion Park Map
- Schedule D – Legion Park Map – Walking Paths
- Schedule E – Town of Swan River – Procurement Policy

6.0 EVALUATION AND SELECTION

6.1 GENERAL

The evaluation of proposals will be conducted at the Town's sole discretion and may include

consultation with others, references, etc. Any information obtained by the Town, whether provided by the bidder or not, may be used in the evaluation process.

Proposals will be evaluated using the following criteria:

1. Understanding of the Project and Proposed Approach (30%)

- Demonstrated understanding of the project objectives.
- Quality and completeness of the proposed project management methods.
- Proposed approach to scheduling, procurement, coordination, risk management, and reporting.
- Ability to successfully deliver a multi-phase public infrastructure project.

2. Qualifications and Experience of the Proponent (30%)

- Experience managing comparable parks, recreation, infrastructure, or public-sector projects.
- Experience coordinating contractors, consultants, municipalities, and stakeholder groups.

- Qualifications, experience, and availability of the proposed project team.
- Performance and outcomes on similar projects.

3. Project Schedule and Deliverables (20%)

- Realism and completeness of the proposed project schedule.
- Ability to achieve project objectives within available timelines and funding requirements.
- Quality of proposed reporting, communication, and project controls.
- Clarity of deliverables and implementation plan.

4. Project Cost and Value (20%)

- Total proposed fees and disbursements.
- Value provided relative to the scope of services.
- Cost-effectiveness of the proposed approach.
- Demonstrated ability to maximize project outcomes within budget constraints.

The Town intends to evaluate proposals based on the best overall value to the Town of Swan River in its sole discretion.

The Town is not obligated to complete a detailed evaluation of all proposals and may, at its discretion, after completing a preliminary review of all the proposals, identify and drop from the detailed evaluation any proposal that the Town deems is not fit for further consideration.

Contract award is subject to the Town policies, procedures and bylaws, including funding approval, and may require approval by the elected Council of the Town.

6.2 EVALUATION PROCESS

The Town may, at its discretion, request clarifications or additional information from a bidder and the Town may make such requests to selected bidder(s) only. The Town may consider such clarifications or additional information in evaluating a proposal.

Bidders are advised that no information relating to the Town's process will be given out after the closing date or while the evaluation and selection process is underway. Bidders are asked to refrain from contacting the Town during the evaluation process.

Bidders will be advised of the outcome of the process after it is concluded whether by the award of a contract or by cancelling the RFP process without contract award.

6.3 LITIGATION

In addition to any other provision in this RFP, the Town reserves the right, at its absolute discretion, to reject a proposal if the bidder, or any officer or director of the bidder, is or has been engaged directly or indirectly in a legal action against the Town, its elected or appointed officers, representatives, or employees in relation to any matter.

6.4 NEGOTIATION

The Town reserves the right to:

A. Enter into a contract with the preferred bidder;
B. Enter into discussions or negotiations with the preferred bidder(s) to finalize the terms of the contract, including financial terms. If discussions are successful, the Town and the preferred bidder(s) will finalize the contract; or
C. If at any time, the Town reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the Town shall give the preferred bidder(s) written notice to terminate discussions, in which event the Town may then terminate this RFP without contract award.

7.0 GENERAL CONDITIONS

7.1 NO TOWN OBLIGATION

This RFP is not a tender and does not commit the Town in any way to select a preferred bidder, or to proceed to negotiations for a contract, or to award any contract. The Town reserves the right to reject all proposals and to terminate this RFP process at any time.

7.2 NO CLAIM FOR COMPENSATION

Except as expressly and specifically permitted in these general conditions, no bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal, each bidder shall be deemed to have agreed that they have no claim.

7.3 CONFLICT OF INTEREST

Bidders should disclose in their proposal any actual or potential conflicts of interest and existing business relationships it may have with the Town of Swan River, its elected or appointed officials or employees. The Town may rely on such disclosure.

7.4 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All proposal submissions submitted under this RFP become the property of the Town and will not be returned to the bidder. The Town advises bidders that their proposals may be subject to the provisions of Manitoba's *Freedom of Information and Protection of Privacy Act*.

7.5 DISPUTE RESOLUTION

All claims, disputes or issues between the Town and the Contractor shall be decided by mediation or arbitration, if the parties agree, or, if the parties do not agree, by a Court of competent jurisdiction within the Province of Manitoba and governed by the laws of Manitoba.

7.6 INSURANCE REQUIREMENTS

For the successful bidder, the Town of Swan River shall be:

- Added as an" Additional Insured";
- Indemnified from any and all claims, demands, losses, costs or damages

resulting from the performance of a Bidder's obligation under Contract.

A standard Commercial General Liability policy with a minimum limit of $2,000,000 per occurrence basis for general contracting, and $1,000,000 per occurrence basis for professional liability.

7.7 BUSINESS LICENSE

All successful Bidders of Construction or Service work including sub-contractors, whether Swan River based or otherwise, must obtain a Town of Swan River Business License, in accordance with current Business Licensing Bylaw.

8.0 SCHEDULE "A"- PROPOSAL FORM

RFP PROJECT TITLE: Revitalization of Swan River Legion Park– Project Management

NAME OF BIDDER: _____

Contact person: _____

Address: _____

_____

_____

Phone: _____

Email: _____

Postal Mailing Address:	**Town of Swan River**	Drop off Address:	**Town of Swan River**
	Box 879		439 Main St.
	Swan River MB		Swan River MB
	R0L 1Z0		R0L 1Z0

I/We, the undersigned duly authorized representative of the bidder, having received and carefully reviewed all of the proposal documents; including the RFP and any issued addenda and having full knowledge of the scope(s) submit this proposal in response to the RFP. We are including comprehensive information as requested.

_____

Signature of authorized Representative

_____

Print Name of authorized Representative

Scope of Work

1. Ball Diamond Improvements

- Coordinate and manage the existing contract with the locally hired company.
- Monitor progress, scheduling, and completion of the work.

2. New Park Lighting

- Source approximately 19 new light standards and suitable fixtures.
- Obtain quotations for supply and installation.
- Coordinate electrical requirements, installation, and site restoration.

3. Security Cameras, Power and Internet

- Source outdoor security cameras and required equipment.
- Research internet connectivity options and associated costs.
- Coordinate power requirements with the new lighting infrastructure where feasible.
- Obtain quotations and coordinate equipment installation, connectivity, and system testing.

4. Stage Repairs and Accessibility

- Source a qualified contractor to repair and close in the stage roof.
- Include construction of an accessibility ramp.
- Obtain quotations and coordinate repairs and installation.

5. Pathway Resurfacing and Widening

- Assess pathways throughout the park for resurfacing and widening.
- Address problematic tree roots on the east side of the park.
- Source a qualified contractor and coordinate pathway improvements and site restoration.

6. Water Fountain Replacement

- Source three replacement water fountains suitable for outdoor public use.
- Include options with pet-friendly drinking features.

- Obtain quotations and coordinate supply, installation, and required plumbing connections.

7. Flood Damage Repairs and Landscaping Restoration

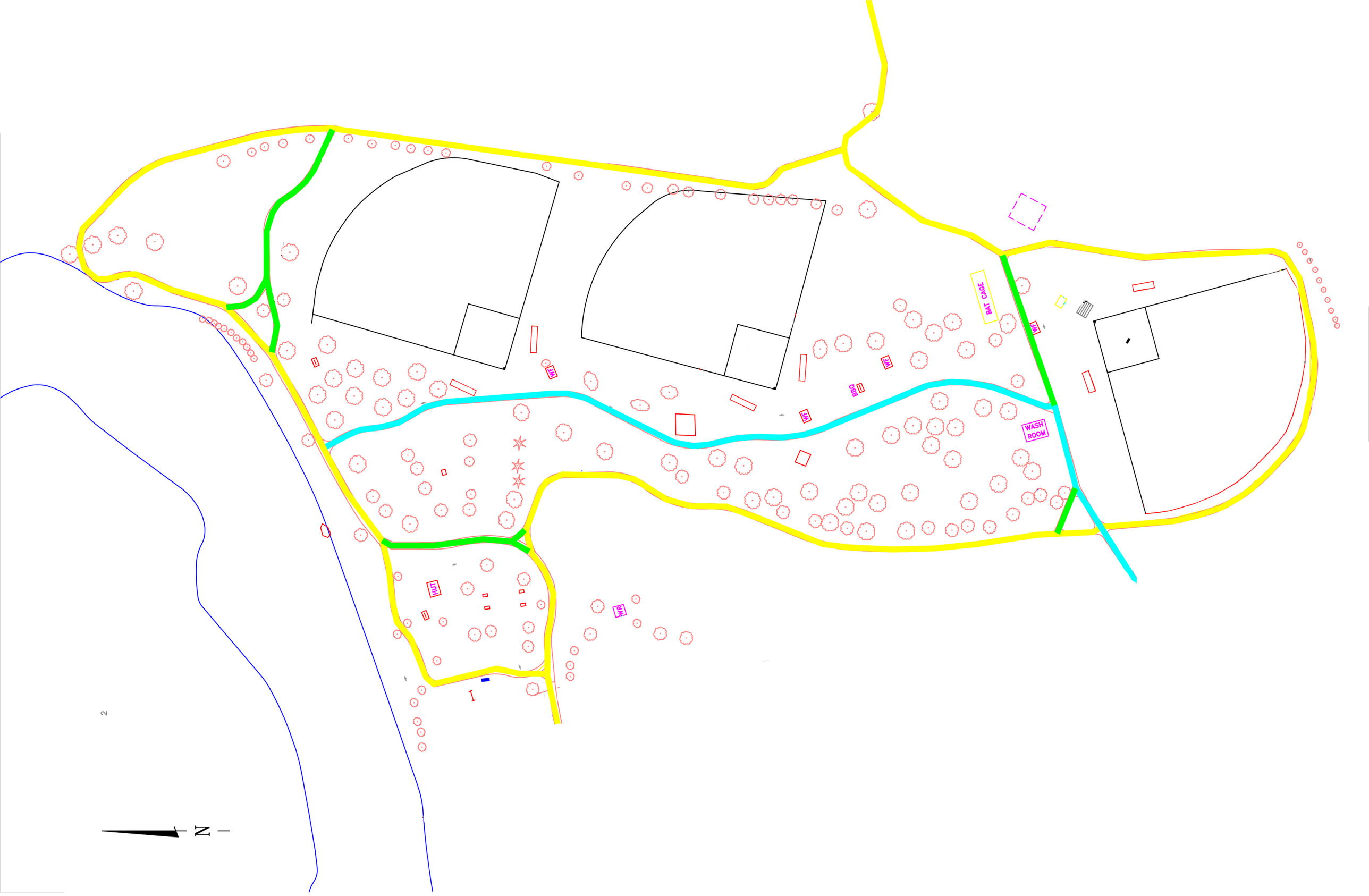
- Coordinate flood cleanup and landscaping restoration.
- Repair damaged flower beds and surrounding landscaping.
- Clean up and restore the outdoor workout area, bocce ball grounds, and horseshoe pit.
- Source contractors and obtain quotations for required repairs and restoration.

8. Electrical Repairs

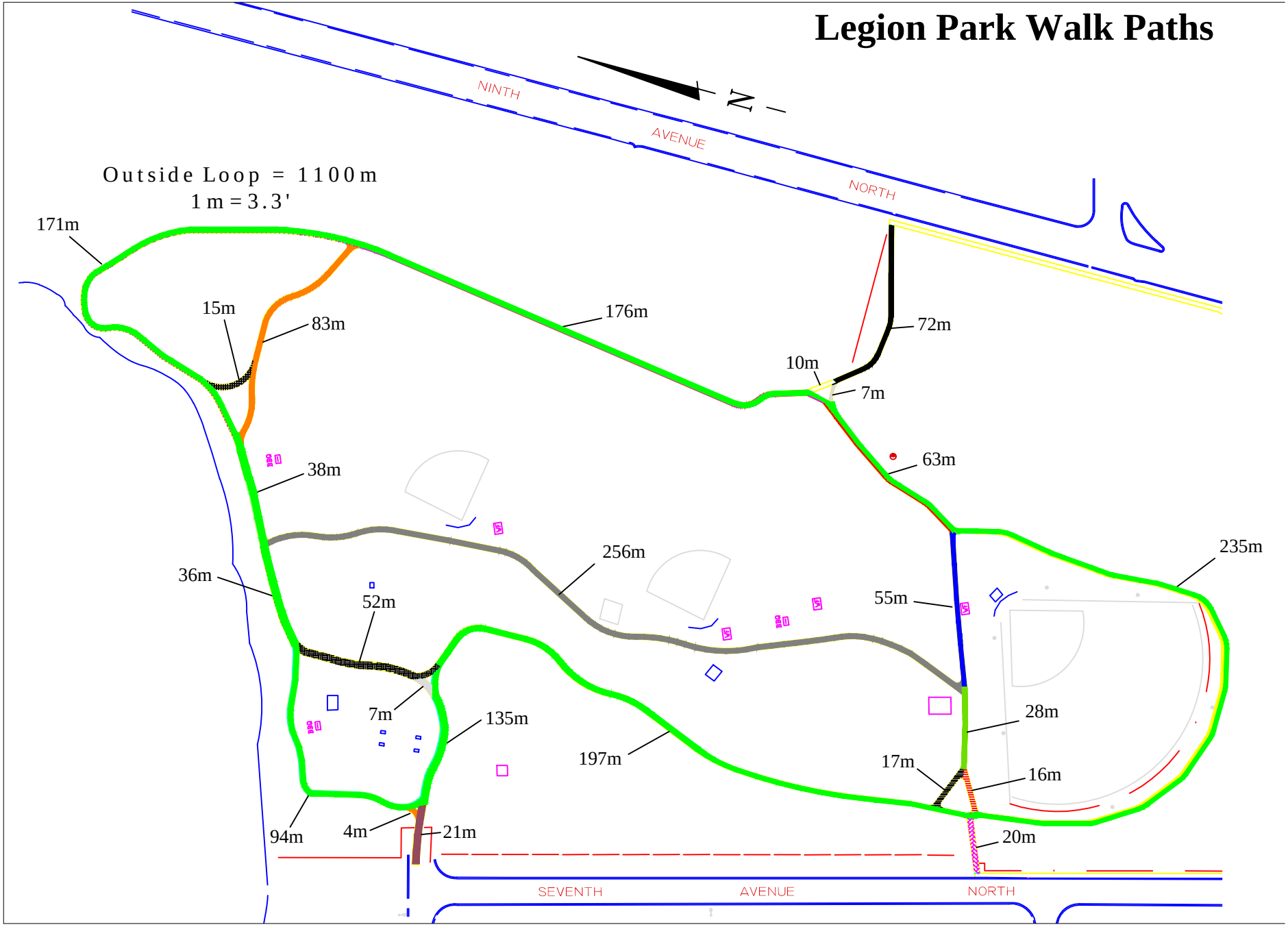
- Source a qualified electrical contractor to replace flood-damaged electrical panels.
- Obtain quotations for replacement, installation, and testing.
- Coordinate electrical repairs with other park infrastructure projects where feasible.

9. Concession and Washroom Restoration

- Source qualified contractors to repair flood damage to the concession and washroom facilities.
- Include wall repairs and replacement or repair of damaged lower concession cabinetry.
- Coordinate additional required interior repairs and restoration.


BAT CAGE
WASH ROOM
BBQ
WET
WET
WET
WET
WET
WET
N

Legion Park Walk Paths



THE TOWN OF SWAN RIVER

BY-LAW No. 7/2019

BEING a By-law of The Corporation of the Town of Swan River to replace The Procurement of Goods and Services Policy (Resolution #18 March 16th, 2004) with By-law 7-2019 as amended, being a by-law to establish and maintain a policy concerning the procurement and disposal of Goods and Services.

WHEREAS Section 251 of the Municipal Act requires all municipalities to adopt a policy concerning the procurement of Goods and Services.

AND WHEREAS the Corporation of the Town of Swan River is committed to ensuring its procurement decisions are fair, open and transparent;

AND WHEREAS purchases made by the Town of Swan River should reflect best value for the taxpayer, protect the Corporation's financial interests and encourage competitive bidding;

AND WHEREAS the Corporation of the Town of Swan River must be prepared to manage extraordinary circumstances from time to time, and that such circumstances may require immediate procurement decisions that are necessary to prevent or alleviate serious delay, a threat to public health, safety or welfare, the disruption of essential Services or damage to public property or to respond to any emergency of the Corporation or as required under the Manitoba Emergency Measures Act;

AND WHEREAS effective planning, monitoring and control of public sector procurement are essential for maintaining public trust and confidence;

NOW THEREFORE the Council of The Corporation of the Town of Swan River enacts as follows:

1. PURPOSES OF THIS BY-LAW

The purposes of this By-law are:

1.1. To express the Town's goals and objectives in relation to its procurement of Goods, Services and Construction;

1.2. To describe the roles, responsibilities and authorities of the Town's employees, officers and elected officials in carrying out the Town's procurement operations;

1.3. To extend authority to the CAO for the approval of detailed procurement procedures and protocols that are consistent with the intent of this By-law and, to supplement and amend those procedures and protocols as and when deemed necessary, to meet the present and future needs of the Town; and,

1.4. To comply with the requirements of Section 251 of the Municipal Act, as amended from time to time.

2. PROCUREMENT GOALS AND OBJECTIVES

The goals and objectives of the Town's procurement operations are:

2.1. To obtain the best value for the Town when procuring Goods and service(s) and Construction;

2.2. To encourage competitive procurement and ensure the principles of fairness, objectivity,

transparency and accountability are reflected in the Town's procurement processes;

2.3. To support effective business planning such that Goods, Services and Construction will only be acquired after consideration of need, alternatives, timing and appropriate life cycle management issues;

2.4. To adhere to the highest standards of ethical conduct and to avoid conflicts between the interests of the Town and those of the Town's employees, officers and elected officials;

2.5. To ensure compliance with all applicable trade agreements, laws and regulations;

2.6. To practice reciprocal non-discrimination and geographic neutrality with respect to Manitoba's trading partners and avoid preferential treatment of local suppliers in accordance with applicable trade agreements;

2.7. To avoid creating situations or relationships which may result in a continuous reliance on a particular supplier; and,

2.8. To encourage the procurement of Goods, Services and Construction with due regard to the preservation of the natural environment and the promotion of human rights and fair labour practices.

3. APPLICATION OF THIS BY-LAW

3.1. This By-law applies to all departments of the Town of Swan River and may be adopted in principle and, at their own discretion, by affiliate boards and commissions of the Town;

3.2. This By-law applies to the procurement of all Goods, service(s) or Construction except for those items set out in Schedule "A". This By-law also applies to the disposal of the Town's personal property;

3.3. In addition to the items set out in Schedule "A", this By-law does not apply to the acquisition or disposal of real property. The disposal of real property is governed by the Policy and/or By-law in effect at the time of such disposition; and,

3.4. In addition to this By-law, the Town has procedures, protocols, templates and forms for use during the procurement cycle. All tools for engaging in procurement activity will be

maintained and updated by the various departments as required, and where applicable the external website.

4. CONTRACT SPLITTING

4.1. Subdividing, splitting or otherwise structuring procurement requirements or contracts in order to reduce the procurement value or in any way circumvent the requirements or intent of this By-law is not permissible.

DONE AND PASSED IN COUNCIL assembled at the Council Chambers of The Town of Swan River, at Swan River, in the Province of Manitoba, this 3rd day of September 2019.

READ A FIRST TIME this 20th day of November 2018

READ A SECOND TIME this 20th day of August 2019

READ A THIRD TIME AND PASSED this 3rd day of September 2019

Mayor

Chief Administrative Officer

SCHEDULE "A" to By-law *7-2019*

The Town of Swan River

TOWN OF SWAN RIVER

TENDERING AND PROCUREMENT POLICY

SWAN RIVER

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1. INTRODUCTION

a. Authorizing By-Law

BY-LAW NO. 7 - 2019

b. Amended

BY-LAW NO. __ - 20__

c. Subject

Tendering and Procurement Policy

d. Scope

To set out the procurement practices of the Town of Swan River and the process for the sale of surplus assets.

PURPOSE

a. To establish guidelines for the purchase of Goods, Services, and Construction projects undertaken by the Town of Swan River, and for the sale of municipal capital assets.

b. To promote the most cost effective and efficient use of Town funds and resources by acquiring Goods, Services, or Construction at the optimum quality, quantity, price, delivery, and performance.

c. To procure Goods, Services, or Construction only as approved in budgets unless otherwise authorized by Council, or in the case of an Emergency Purchase, or if required by law.

d. To ensure a Competitive Bid Process on all Procurements and Disposal where practical.

e. To ensure compliance with *The Municipal Act (Manitoba)*
Public tendering and procurement policy:

"251.1 The council of a municipality must establish a public tendering and procurement policy in respect of the municipality's acquisition of Goods or

Services by purchase, hire-purchase, lease, rental or other agreement, which may:

i. *establish criteria for soliciting procurements by public tenders or other forms of competitive bids;*
ii. *establish forms of contract and determine when they are to be used; and*
iii. *govern the process for awarding contracts of procurement."*

2. PURCHASING RESPONSIBILITIES

a. Expenditure Authorizations

Town of Swan River Council has the ultimate authority for all expenditures. Council delegates this authority by the authorization of the Municipal Financial Plan or by specific resolution. The Finance Department cannot pay for any item that has not been authorized by Council through the Financial Plan appropriation or specific resolution. This purchasing policy provides guidelines outlining how spending authority is to be used.

b. Delegation of Approval

Authority to approve procurement of Goods or Services will follow a tiered scale and require incremental managerial seniority as the value of the purchase increases. Such approval shall be documented by the manager. All single purchases of $7,500 or more must be noted in the Department Head's report to Council within 45 days of purchase; the scale of department approval is as follows:

c. Tier 1 – Purchases less than $2,500

Staff that have been designated by an authorized manager may procure Goods and Services with a value of less than $2,500, as long as the expenditure is contained in the Town of Swan River's annual financial plan.

d. Tier 2 – Purchases less than $7,500

Staff in the following positions have authority to procure Goods and Services with a value less than $7,500, as long as the expenditure is contained in the Town of Swan River's annual financial plan:

- Public Work's Foreman
- Pool/Arena Managers
- Safety Officer/Airport SMS Officer
- Assistant Superintendent of Works

e. Tier 3 – Purchases of less than $20,000

Staff in the following positions have authority to procure Goods and Services with a value of $20,000, as long as the expenditure is contained in the Town of Swan River's annual financial plan. Staff in Tier 1 or 2 wishing to procure Goods and Services with a value between $7,500 and $20,000, which are identified in the Town of Swan River's annual financial plan, will require the approval of one of the following positions:

i. Chief Financial Officer
ii. Superintendent of Works
iii. Manager of Recreation
iv. Fire Chief

f. Tier 4 – Purchases of less than or equal to $50,000

The Chief Administrative Officer (CAO), or person acting as the CAO, has the authority to procure Goods and Services with a value up to $50,000 in applicable situations as long as the low bid is accepted and the expenditure is contained in the Town of Swan River current year financial plan. If the low bid is not the recommended winner and the recommended winner's bid is above $40,000 then the tender needs the approval of Council. Staff in Tiers 1, 2, and 3 wishing to procure Goods and Services with a value up to $50,000 will require the additional approval of the CAO, or person acting as the CAO.

g. Tier 5 - Purchases in excess of $50,000

The Council of the Town of Swan River will determine the outcomes of the following:

i. Bids with a value estimated to exceed $50,000;
ii. Where the acceptance of the low bid is not recommended by staff; or
iii. Where in the opinion of the CAO, regardless of the value, the purchase shall be approved by Council, a Council resolution must be obtained.

3. PRINCIPLES

The following principles will guide the procurement practices of the Town and the process for the sale of surplus capital assets:

a. Open Process

The needs of the User Department are clearly communicated in the Bid Opportunity. The method of evaluating the Bid and the Evaluation Criteria are provided to Bidders at the outset of the Bid Solicitation process. The method and format of submitting bids is addressed in the Bid Solicitation document.

b. Fairness

Utilize standard documents (Instructions to Bidders, Terms of Reference/Conditions, Supplemental Conditions and Bid Forms) to ensure consistency of content and format within documents issued by the Town. Specify clearly all details regarding the Bid Closing Time of all Bid Solicitation processes and apply the rules of Bid acceptance consistently. To treat all Bidders and Bid Submissions equally and without bias or favoritism at all times.

Tendering - Duty of Fairness

The law implies a term into the 'contract (a)' and that the owner will treat all bidders fairly. The owner's duty is therefore to review and consider all of the bids fairly and objectively. If a bid is not treated fairly, the bidder can sue. If successful, the bidder's damages may be equal to their loss of profits. The duty of fairness is implied throughout the whole process.

Tendering - Local Preferences

One example of 'Fairness' is in regard to local preferences; prior to the New West Partnership Trade Agreement (NWPTA) or Agreement on Internal Trade (AIT), and as a result of the Duty of Fairness, the Courts have applied restrictions on local preference rules.

c. Open Competition

Develop Specifications and Terms of Reference that whenever possible are not restrictive and allow for Open Competition. Advertise the competitive bid Opportunities electronically and at least once in local papers.

d. Accountability

Ensure that all Bids are kept secure prior to the Closing Time, during the evaluation period, and following Contract award. Handle all proprietary information and Bids submitted in confidence in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA). Ensure that Proposals and any Two Envelope Tenders are evaluated by an Evaluation Committee using proper procedures to allow for fair competition when reviewing and evaluating proposals prior to Contract award. Ensure that all Bids, final rating results, and related supporting documentation are kept on file in accordance with *The Municipal Act's (C.C.S.M.c 225)* Retention Requirements for future reference, audit, or examination. Ensure that Procurement policies and procedures are reviewed on a regular basis.

e. No Unfair Advantage

No elected official or employee of the Town shall knowingly cause or permit anything to be done or communicated to anyone who could cause any potential Bidder to have an unfair advantage or disadvantage in obtaining a Contract for supply of Goods, Services, or Construction with the Town.

f. No Local Preference

In accordance with Federal and Regional Trade Agreements, there will be no local preference for the acquisition of Goods, Services, or Construction. All Bidders, regardless of their location, are permitted to compete solely on the basis of their ability to provide Best Value.

g. Obligations and Duties

To comply with public sector Procurement rules, the Town must abide by the following duties which create specific obligations that must be adhered to:

- **i.** Duties of disclosure;
- **ii.** Duty to award as tendered;
- **iii.** Duty to reject non-compliant bids; and
- **iv.** Duty of fairness.

h. Notice of Procurement

The Town will provide information to the business community and the public of the Town's individual procurement opportunities by directing the public to the Town's website (www.swanrivermanitoba.ca) and/or MERX (www.merx.com) to inform them of procurement opportunities where required as set out in this document. The Town will publish publicly available information on individual procurement opportunities, as well as providing tender packages to potential bidders. The project specific bidding rules that are applied during a competitive procurement process will be available at the time.

4. GENERAL RULES FOR TOWN OF SWAN RIVER BID OPPORTUNITIES

a. Closing time for receipt of Bid Submissions is 2:00 p.m. Central Time (unless differently noted in the tender documents) with a public opening, within 30 minutes after closing where possible, in the Council chambers or other designated location that is open to the public;

b. In compliance with NWTA, NAFTA, etc. bidding opportunities will be posted on the MERX and the Town Websites when:

- **I.** the expected bids are greater than $75,000 for Goods;
- **II.** the expected bids are greater than $75,000 for Services;
- **III.** the expected bids are greater than $200,000 for Construction.

Opportunities will also be advertised at least once in a local paper.

c. A Site Visit or Information Meeting may be required. In some cases, there will be a mandatory Site Visit or Information Meeting. Failure to attend a mandatory Site Visit or an Information Meeting will render a bid non-compliant;

d. All Bidders are assumed to agree to the Alternate Dispute Resolution procedure and will make every effort to use the process toward a resolution of disputes.

5. METHODS AND PROCESSES OF PROCUREMENT

The Town will use one of the following methods:

- REQUEST FOR TENDER (RFT)
- REQUEST FOR QUOTATION (RFQ)
- REQUEST FOR PROPOSALS (RFP)
- REQUEST FOR INFORMATION (RFI)
- EXPRESSION OF INTEREST (EOI)
- FIRM PRICE LIST
- SOLE SOURCE
- TWO STAGE NEGOTIATED TENDERING
- FOR SALE BY TENDER/DISPOSAL

a. REQUEST FOR TENDER (RFT)

i. A Tender is a formal competitive bidding process;
ii. The Town will use an RFT or RFP for bid opportunities in the procurement of capital Construction projects valued **at $50,000 or greater;**
iii. The Town may also use RFT format of bidding for procurement below $50,000;
iv. The specification requirement should be detailed and clearly listed and only changed through addenda;
v. The evaluation of tenders will be against the specification;
vi. Associated risks may result in a requirement for the provision of Bid Security;
vii. Tender may require a Guaranteed Buy Back Price or For Sale or Trade-in;
viii. Basis for the award is to the Lowest Evaluated Bid.

b. REQUEST FOR QUOTATION (RFQ)

An RFQ for the procurement of Goods, Services, and Construction work will be used where the Goods, Services, and Construction work have specific and detailed requirements but due to the cost doesn't always require a formal bid process. The RFQ may be a formally advertised request for quotes or invited quotes or pricing according to the Town's ability to obtain competitive bids.

i. Are for small dollar value items of **less than $50,000**;
ii. Price submissions of $5,000 or less do not require formal quotes and can be used for 'price requests' or general purchasing, the principle of best value at the time of procurement is to be adhered to.
iii. Price submissions above $5,000 must be received in writing before being considered;
iv. The specification requirement should be detailed and clearly listed and only changed if all bid takers have notification and the opportunity to rebid;
v. RFQ's will be advertised when, according to the needs of the department in obtaining competitive bidding, a publicized purchase is warranted;
vi. A minimum of three (3) suppliers (where possible) will be solicited to provide pricing or quotes according to their price;
vii. Once awarded a Purchase Order or contract may be required;

viii. Bids are considered privately, and where bids are above $5,000 in the presence of a minimum of two Town employees.

ix. Basis for award is to the Lowest Evaluated Bid.

c. REQUEST FOR PROPOSALS (RFP)

An RFP may be used to acquire professional Services and project consulting or Construction and where the Town does not have the final specifications or requires proposals in order to consider how or if to proceed.

i. No dollar value limits apply;

ii. Used when Specifications may not be known, and the Town is seeking solutions from Bidders.

iii. Price may not be the primary award criteria as the evaluation of Time, Cost and Quality in conjunction with the Town's priorities are all taken into account;

iv. Potential suppliers will be asked to describe how their Services, methods, equipment or products can address and/or meet the needs of the Town;

v. Prior to awarding the winning Proposal, the Town reserves the right to request an interview with the supplier or demonstration of the equipment;

vi. Price may not be the primary award criteria;

vii. The Evaluation Committee will achieve consensus scoring and will recommend the proponent offering the best total value;

viii. Two Stage Negotiated Tendering may be used as a means of carrying out an RFP; (see Optional Procurement)

ix. A two envelope (proposed goods and services, and pricing) RFP procedure may be used as a means of evaluating proposals.

x. Basis for award is the Best Evaluated Bid.

d. REQUEST FOR INFORMATION (RFI)

When more information is required prior to issuing a Bid Opportunity, the Responsible Purchaser will issue a Request for Information.

i. Publicly advertised request issued by a Responsible Purchaser as a general market research tool to determine what Goods, Services, or Contractors are available to meet operational needs and identify acquisition strategies from potential Bidders
ii. Not a Bid Solicitation or Bidder Pre-Qualification tool
iii. Intent is to source technical data, budget information, and options for execution of a follow-up Bid Opportunity
iv. Submissions are generally opened privately in the presence of two Town employees.

e. EXPRESSION OF INTEREST (EOI)

The Town may issue an Expression of interest to identify specific suppliers who are interested in an item or project.

i. May be used as a pre-condition to submit a Bid or as a bidder Pre-Qualification process;
ii. Intent is to create a short-list of Bidders who will receive a subsequent invited Bid Opportunity;
iii. User Department may prepare an Invited Bid Opportunity if the Town determines that it is appropriate, and the Invited Bid Opportunity will only be issued to the suppliers who responded to the Expression of Interest;
iv. Submissions are generally opened privately in the presence of two Town employees.

f. FIRM PRICE LIST

The Town will request Firm Price Lists for items/Services that the Town may require at various times throughout the year. I.e. office supplies, spot aggregates, tools and equipment, minor service agreements, etc.

i. Request issued by a Responsible Purchaser to obtain rates for Goods, Services, or Construction to be used on a 'spot' basis only and limited to $5,000 per project without carrying out an RFQ or RFT or other procurement method;
ii. Pricing may be submitted for hourly, weekly, or monthly rates;
iii. A list of Bidder's pricing is provided internally for use on an "as required" basis;
iv. Firm Price List may be made available for viewing by another Bidder for a specified project upon written request to the CAO and only for the products or Services being procured for the stated project.

g. SOLE SOURCE

Applied in circumstances where sources of supply are restricted to the extent that there is not effective price competition, or consideration of substitutes is precluded due to having any of the following:

i. No price limit but permission from the CAO must be obtained before proceeding;
ii. When there may be only one available supplier of a required product or service or skill that meets the needs of the Town;
iii. Components or replacement parts for which there is no substitute;
iv. During a state of emergency where due to immediate need and time constraints normal procurement methods cannot be followed;
v. When standardization of equipment etc. has been determined to be operationally and economically beneficial to the Town;
vi. A Council resolution is needed before procurement can proceed above $50,000;
vii. All known relevant suppliers must be solicited before using sole source.

h. TWO STAGE NEGOTIATED TENDERING

There are two procedures that are used under the two-stage tendering method. Each one of the procedures has a two-stage process. This can be disadvantageous for some procurement teams if there is a time limit on securing a contract. In the same vein, this option is more flexible for both parties, allowing more room for discussion to meet mutual needs.

The first procedure is very similar to the RFP method as discussed above. The procurement team receives a proposal with two envelopes – one with the proposal itself and one with the associated financial information. The difference is the bidder is required to submit a technical proposal that highlights their solutions to fulfilling the requirements as specified by the procuring department. This proposal is scored according to the relevance of the solution to the needs of the procurer. The highest scored proposal is invited for further discussion in an attempt to reach an agreement. After the final agreement for the technical proposal is reached, the bidder is invited to submit their financial proposal and then further discussions ensue to negotiate a contract.

The second procedure is much like the above, however, instead of the bidder submitting a fully completed technical proposal, a partial proposal is submitted. The methodology and technical specifications will be included but not to the fullest extent. This allows room for even more customization and discussion. Once the highest qualified bidder is selected, they will be invited to submit a thorough technical proposal along with a financial proposal. The technical proposal will be evaluated, and only then will the financial proposal be opened. The combined score of both the technical proposal and the financial proposal are the grounds on which a bidder is contracted.

6. FOR SALE BY TENDER or DISPOSAL SALE

- **a.** Solicitation issued to dispose of surplus/obsolete vehicles, equipment, tools, furniture, and equipment;
- **b.** Sales may take place through an auction or fixed/negotiable price advertised sale or as a trade-in item while negotiating a future purchase;
- **c.** No unsolicited bids will be accepted for any surplus items owned by the Town;
- **d.** Information on the item/units will be listed in the Bid or Sale Solicitation;
- **e.** Bids are opened privately in the presence of a minimum of two Town employees;
- **f.** The Town may set a Reserve Bid for the item/unit;
- **g.** Basis of the award is to the highest Bidder(s);
- **h.** Payment is accepted by guaranteed funds, cash, debit, certified cheque, or money order;
- **i.** Successful Bidder(s) will be provided with a bill of sale outlining their acquisition;
- **j.** All sales are on an 'as is and where is' basis unless otherwise stated;
- **k.** Successful Bidder(s) will be required to sign a release of responsibility prior to the item(s) being released.

7. POST AWARD REQUIRED DOCUMENTATION

a. Insurance and Risk Management

The Responsible Purchaser shall request from Bidders and/or Contractors providing Goods, Services, or Construction to the Town a Certificate of Insurance. The certificate shall be in a form satisfactory to the CAO or CFO prior to the commencement of any work being performed, for no less than the minimum amounts stated in the Bid Opportunity and in force for the entire Contract period and subsequent warranty period.

The Responsible Purchaser must ensure that all documentation has been received prior to contacting the contractor to commence the work and that the Certificate has been sent to the Finance Department to be filed electronically in the appropriate file.

Continued.

The Town of Swan River shall be:

i. Added as an "Additional Insured";
ii. Indemnified from any and all claims, demands, losses, costs or damages resulting from the performance of a Bidder's obligation under Contract.

All Bid Solicitation documents shall clearly indicate insurance requirements to be provided by the successful Bidder/contractor.

The minimum insurance required by the Town of Swan River, as applicable to the specific Bid Opportunity, shall be:

iii. Commercial General Liability Insurance

A standard Commercial General Liability policy with a minimum limit of $2,000,000 to $5,000,000 per occurrence basis for general contracting or such other amount as stated in Bid Solicitation, (larger projects may require higher limits).

iv. Owned Automobile Liability Insurance

The contractor shall obtain and keep in force Owned Automobile Insurance with a liability limit of not less than $2,000,000 on forms meeting statutory requirements covering all licensed vehicles owned or leased by the contractor used in any manner in connection with the performance of the terms of the Contract.

iv. Contractor's Equipment Insurance

"All risks" Contractor's Equipment Insurance covering owned, and non-owned machinery and equipment used by the contractor in the performance of the work for the replacement value of any such machinery and equipment.

b. Workers Compensation

Prior to the commencement of work, the successful bidder shall deliver to the Contract Administrator a Certificate of Clearance from the Workers Compensation

Board of Manitoba (WCB) stating that they are in good standing with the WCB as of the current date and every sixty(60) days thereafter ensuring ongoing good standing with the WCB.

c. Occupational Health and Safety

i. Where applicable, unless specifically stated otherwise by written Contract, the successful Bidder is and shall be the prime contractor and shall serve as, and have the duties of the prime contractor in accordance with *The Workplace Safety and Health Act,* C.C.S.M.c.W210.

ii. The successful Bidder may be bound by further Workplace Safety and Health requirements specific to a particular project as expressly outlined in the Bid Opportunity.

iii. The designated prime contractor is required to provide insurance, and this shall be applicable to any and all sub-contractors.

d. Business License

All successful Bidders of Construction or Service work including sub-contractors, whether Swan River based or otherwise, must obtain a Town of Swan River Business License, in accordance with Business Licensing By-law No. 17/2016.

e. Bonding and Bid Security

The Responsible Purchaser may require the provision of Bid Security. Any required Bid Security shall be included in the envelope containing the Bid Submission.

Prior to the commencement of the work, the successful Bidder may be required to provide one or more of the following in addition to the Bid Security as indicated in the Bid Opportunity:

i. A performance bond to guarantee the performance of the Contract;

ii. A labour and materials bond to guarantee the payment for labour and materials to be supplied in connection with a Contract;

iii. An irrevocable letter of credit.

Within the discretion of the Responsible Purchaser, the appropriate means to guarantee execution and performance of the Contract, by means such as but not limited to certified cheque, money order, bank draft, irrevocable letter of credit, and

where appropriate Bid bond issued by an approved guarantee company properly licensed in the Province of Manitoba, will be specified within the Instructions to Bidders.

8. ADVERTISING BID OPPORTUNITIES

All applicable bid opportunities will be posted on the municipal website (www.swanrivermanitoba.ca) and if possible advertised once in the local newspaper.

All bid opportunities for the procurement of Goods and Services valued equal to or greater than $75,000 and Construction projects valued equal to or greater than $200,000 will be advertised on MERX (http://wwvv.merx.com/).

Budgeted items less than $200,000 may also be advertised on MERX (http://wwvv.merx.com/) at the discretion of the Responsible Purchaser.

9. ADDENDA PROCESS

a. All changes to the Bid Opportunity document and all communications to Bidders changing or clarifying items after issuance of a bid opportunity must be conducted/communicated through an addendum. Responses to Bidder questions/inquiries/clarifications will be issued through an addendum. All addenda must be issued in an acceptable manner so as to notify all bidders.

b. It is essential that all contact during the Bid process be through the single, designated contact person as disclosed in the Bid Opportunity.

c. All questions received from Bidders will be collected and reviewed by the designated contact person to ensure each enquiry is addressed.

d. If an Addendum containing significant new information is released within three (3) days of the Bid Submission Closing Time, it will be at the Responsible Purchaser's discretion whether an extension is required in order to allow Bidders sufficient time to review and incorporate the changes.

e. Receipt of Addenda shall be acknowledged by the Bidder on the Bid Form or as otherwise specified.

10. RECEIPT OF BIDS

a. All Bids must be received, time stamped and if possible signed by a town clerk or management official at the Town Hall:

Town of Swan River
439 Main Street
P.O. Box 879
Swan River, Manitoba
R0L 1Z0

except in instances where the User Department is managing its own Invitational Bid Opportunity, in which case, Bids can be received directly by the User Department.

b. Closing Time for each Bid Solicitation is listed in General rules for Bid Opportunities.

c. Physically submitted Bids must be date/time stamped according to the time displayed on the clock in the Administration Office.

d. In situations where Bids are accepted via facsimile or email, they are considered to be received as of the time set forth in the Town's fax transmission report or in the case of emailed bids the in-box time stamp on the receiver's email notice.

11. WITHDRAWAL OF BID SUBMISSION

a. A Bidder who has submitted a Bid may request the Bid be withdrawn prior to the Closing Time.

b. The withdrawal request must be submitted in writing to the Responsible Purchaser, and the person making the withdrawal request must provide proof that they are acting as the Bidder for the bidding company or Bidding contractor. Once confirmed, the Bid will be considered by the Town as withdrawn and returned to the Bidder.

c. A withdrawal request made by a Bidder and received by the Town after the Bid Submission Closing Time will not be accepted by the Town, and any such Bidder shall be responsible for, and liable to the Town for, damages which, at a minimum,

will involve an administration charge (the amount to be determined by the Town, within the discretion of the Town) and include any and all other legal and equitable remedies available to the Town, such as but not limited to compensation for the quantifiable losses incurred by the Town due to the Bidder withdrawing the Bid after the Closing Time.

12. BID IRREGULARITIES

The following non-exhaustive list is a summary of certain Bid irregularities and the resulting actions.

Irregularity	Action
Late Bid	Automatic rejection
Insufficient Financial Security	Automatic rejection
Bid containing minor, obvious clerical errors (unit price, addition or tax calculation, etc.)	Clarification sought in writing by the Responsible Purchaser
Bid which is incomplete, conditional, obscure, or which contains additions not called for, erasures, alterations, or irregularities of any kind	Automatic rejection
Bid which does not meet mandatory Requirements	Automatic rejection
Bid not completed in non-erasable medium or signed in ink	Automatic rejection
Bid not submitted in sealed envelope (When submitted in person, mail, courier, etc.)	Automatic rejection
Failure to attend mandatory site visit	Automatic rejection
Failure to submit documentation in accordance with the Bid Solicitation	Automatic rejection
Erasures, overwriting, or strikeouts not initialed	Automatic rejection
Bid Form, pricing, or signature page missing	Automatic rejection
Form(s) not completed or submitted in their - Bid Form not witnessed	Automatic rejection
Any other irregularities	The Responsible Purchaser shall have the discretion and authority to waive other irregularities or minor non-compliance where determined by the Responsible Purchaser to be trivial or insignificant.

13. EVALUATION PROCESS

a. Bids are first reviewed for compliance with the requirements (pass/fail)

b. Compliant Bids are then reviewed/evaluated by the User Department/ Evaluation Committee in accordance with the Evaluation Criteria set out in the Bid Opportunity.

c. The Evaluation Committee prepares a recommendation for review and authorization by the CFO or designate and the CAO or designate.

14. AWARD CONSIDERATIONS

The items that will be considered in determining whether or not to award a bid Opportunity will include, but not limited to:

a. Ability, capacity, and skill of the Bidder to provide the requested Goods, Services, or Construction;

b. Ability of the Bidder to perform the Contract or provide the Goods, Services, or Construction promptly or at the time specified without delay or interference;

c. The experience completing projects of a similar complexity and value of the Bidder;

d. The quality and performance of previous Goods, Services and Construction;

e. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the Goods, Services, or Construction.

f. The quality, availability, and adaptability of the Goods, Services, or Construction to the particular use required;

g. The ability of the Bidder to provide future maintenance and service for the items required;

h. The number and scope of conditions imposed by the Bidder that are attached to the Bid.

15. COUNCIL APPROVALS

a. Council approval is required when:

i. The Total Bid Price is greater than $50,000;

ii. The expenditure is greater than $30,000 and is not identified in the Town's current year capital portion of the financial plan;

iii. The CFO or CAO does not agree with the Responsible Purchaser's Department recommendation.

iv. In all such instances a recommendation will be made to the CAO by the Department Head and CFO with a report sent to Council.

16. AWARD/CANCELLATION

a. Award Approval

Award recommendation will be reviewed by the Responsible Purchaser, CAO or CFO to determine if they are in agreement and to review the financial details. If Council approval is required, the Council report must be signed by the CFO.

b. Letter of Notification or Cancellation

A Letter of Notification or Cancellation will be prepared by the Responsible Purchaser and sent to all Bidders that submitted a Bid. The letter will indicate the successful Bidder's name, total bid price and whether a Contract or a Purchase Order will be initiated. The bid quote totals and outcomes will be included in the Council Minutes of the meeting that a decision to proceed or not was made at. The Responsible Purchaser may elect not to issue a letter for price requests or other small (<$5,000) purchases.

c. Cancellation

The Responsible Purchaser or CAO shall have the authority to cancel a Bid Opportunity at any time during the Procurement process.

Cancellation is warranted when:

i. The Total Bid exceeds the funding approval;
ii. A change in scope of work or specifications is required and therefore a new bid opportunity is required, or complete cancellation is warranted because the scope has changed beyond acceptable limits;
iii. All Bids received are non-compliant or do not meet Specifications; or
iv. In the opinion of the Responsible Purchaser, or CAO the integrity of the process has been compromised.

17. POST AWARD

a. Notification of Award

Town staff are responsible for posting the results of Advertised Bid Opportunities on the Town's website (www.swanrivermanitoba.ca) as well as MERX (http://wwvv.merx.com/) and in the local paper as necessary.

b. Bidder Debrief

Bidders (successful or unsuccessful) may request a debrief on their Bid Submission. Debriefs must be scheduled with and conducted by the Responsible Purchaser. The Responsible Purchaser may request that members of the Evaluation Committee be in attendance or provide details prior to the schedule time. The content of the debriefing shall be limited to the requesting Bidder's submission and any information related to other Bidder's submissions or scores will not be disclosed.

c. Bid Protest Procedure

An unsuccessful Bidder may contest the outcome of the Bid Opportunity or process. The Bidder must first request and receive a Bidder debrief. If the Bidder still wishes to challenge the outcome of the Bid Opportunity or process the Bidder must protest the outcome, in writing, to the attention of the CAO. The Responsible Purchaser shall review the written protest and promptly advise the Bidder, in writing, of the outcome of the review. The Responsible Purchaser must have the CAO or CFO sign the review and the decision is final.

18. ALTERNATIVE DISPUTE RESOLUTION

In the event of any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If they do not reach settlement within a period of [60] days, then any party may, by notice to the other party and ICDR Canada, or another mutually agreed to mediation firm, request mediation under the Canadian Mediation Rules. If settlement is not reached within [60] days after service of a written request for mediation, any unresolved controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled

by arbitration administered by ICDR Canada, or another mutually agreed to arbitration firm, in accordance with its Canadian Arbitration Rules.

a. **Number of Arbiters**
   The number of arbitrators shall be one or three as determined at the initiation of the contract, one arbiter being the default should none be initially determined or later agreed upon;
b. **Place of Mediation**
   The place of mediation shall be Swan River, Manitoba or Winnipeg, Manitoba as availability dictates;
c. **Place of Arbitration**
   The place of arbitration shall be Swan River, Manitoba or Winnipeg, Manitoba as availability dictates;
d. **Language**
   The language of negotiation, mediation or arbitration shall be English.

19. RECORD KEEPING

Confidentiality

The Town shall ensure, that in accordance with applicable laws, all information submitted in confidence shall be adequately protected.

20. RESPONSIBLE PROCUREMENT

a. **Environmental (Green) Procurement**
   The acquisition of environmentally responsible Goods, Services, or Construction may be given preference during the evaluation stage of a Bid Submission when the Bid Opportunity documents either directly calls for "green products" or where "green products" are requested as an option. These Goods, Services, or Construction are defined as those having lesser or reduced effect on human health and the environment when compared to other Goods, Services, or Construction that serve the same purpose. Specification will include, unless otherwise justified, environmentally responsible Goods, Services, or Construction that:
   i. Use recycled materials;
   ii. Are durable, reusable, or designed to be recycled;

iii. Consume fewer resources in their manufacture and/or their use; and
iv. Use environmentally responsible practices.

b. Ethical Procurement

Ethical Procurement includes, but is not limited to, the following considerations with respect to labour practices:

i. The Bidder shall supply a statement of confirmation that the labour standards of the jurisdiction in which the work is completed in have been adhered to in their processes irrespective of special status granted to a company, worksite, or geographical area that permits the organization to compromise applicable standards.

21. EXCLUSIONS

a. Competitive bids shall not be required for Goods or Services provided by any of the following when such Goods or Services are not available elsewhere, including, but not limited to:

i. Utilities, government agencies, Crown corporations, traveling expenses, meals, conferences, seminars, memberships, subscriptions, medical exams, licenses, in-house Services and any other Goods or Services as approved by Council.
ii. When patent, copyright or exclusive license is applicable.
iii. When Goods are in short supply due to market conditions.
iv. During emergency situations including:
v. Imminent or actual danger to life, health or safety of general public, staff and or Town officials;
vi. Imminent of actual danger of injury to or destruction of real or personal property belonging to the Town;
vii. Unexpected interruption of essential public service
viii. As defined by needs of the Town Emergency Plan including amendments thereto.
ix. As identified elsewhere in this policy.

22. DEFINITIONS

Addenda: Written correspondence issued by Procurement Services in order to provide notification of a proposed change or explanation.

Authorized Personnel: A Town employee who has been delegated signing authority or oversees a Procurement project, or an individual/firm under Contract who has been designated as the Contract Administrator.

Best Evaluated Bid: The Bid meeting Specifications that is evaluated as offering the best value (rated the highest) in accordance with the Evaluation Criteria for Request for Proposals or Request for Expression of Interest.

Best Value means the overall value which is expected to provide the maximum benefit to the Town. The optimal balance of time, cost and quality as determined in accordance with the Evaluation Criteria.

Bid means a competitive bid received from a supplier in response to a verbal or written Request for Quotation, a Request for Proposal, or a Formal Tender.

Bidder means the contractor or company making the bid.

Bid Form means standard form that may be included in a Bid Opportunity in order for Bidders to submit pricing and contact details required for a Bid Submission.

Bid Opportunity means a publicly advertised or invited invitation for suppliers to submit bids for the provision of Goods or Services through a Request for Quotation, a Request for Proposal, or a Formal Tender or any other acceptable bid method.

Bid Security means Surety Bond or other financial instrument submitted by a Bidder to the Town, upon request, which obligates the Bidder to honour their submitted Bid or forfeit the Bid Security value which shall be a minimum of 10% of the total value of the Bid or a fixed dollar amount as determined by the Responsible Purchaser.

Bid Solicitation – a formal request for Bids may be in the form of a Request for Tender, Request for Quotation, Request for Proposal, Price Request, Firm Price List, Sole Source, For Sale by Tender/Disposal, Request for Information, Request for Expression of Interest, or any other form determined appropriate by the Council, CAO or CFO.

Bid/Bid Submission means an offer from a Bidder in response to a Bid Solicitation.

Bidder Pre-Qualification means the screening of potential Bidders on factors such as, but not limited to, experience, ability, past performance, and financial capability in order to develop a list of qualified Bidders who will receive the Bid Solicitation.

Bonding means requirement for various types of security such as bid bond, performance bond, labour and materials bond, or other financial security that may be required as a means of ensuring the successful Bidder executes the Contract providing financial security for the Town.

Chief Administrative Officer means the senior Town employee holding the title of Chief Administrative Officer or his designate (CAO).

Chief Financial Officer means the Town employee holding the title of Chief Financial Officer or his designate (CFO).

Closing Time means the date and time set forth within the Bid Solicitation for the receipt of Bids.

Competitive Bid Process means a formal process whereby a Town Department solicits Bids to facilitate the acquisition of Goods, Services, or Construction.

Compliant Bid means a Bid that meets all terms and conditions imposed within all documents applicable to a Bid Opportunity.

Conflict of Interest means a situation in which a person is in a position, whether perceived or real, to derive personal benefit from actions or decisions made in their official capacity or as per Manitoba Municipal Conflict of Interest Act, C.C.S.M.c.M225 if employed by the Town of Swan River.

Construction means Construction, re-Construction, demolition, or repair, of a building, structure, or civil engineering work, which may include site preparation, drilling, and the supply and installation of products/materials.

Contract means any formal agreement for the supply of Goods, Services, or Construction including a Contract arising out of a Bid Opportunity.

Contract Administrator means the individual who administers or oversees Contracts to acquire Goods, Services or Construction. Only Authorized Personnel can be named as a Contract Administrator. Contract Administrator may also be referred to as Project Manager.

Council means the Council of the Town of Swan River.

Disposal means disposal of Town assets (excluding real estate or other interests in land) that are no longer of use to the Town.

Emergency Purchase means a situation where immediate acquisition of Goods, Services or Construction is required to protect the environment, the life, safety, health and/or welfare of the general public, or property of the residents of the Town, or to prevent serious damage, disruption of works, or to restore or to maintain essential service to a minimum level.

Environmental Factors means those aspects or features of a Procurement which could reasonably be anticipated to have an impact, position or negative, on human health or the integrity of natural ecosystems.

Ethical Procurement means the promotion of good labour and environmental standards in supply chain.

Evaluation Committee means a representative committee pre-selected to evaluate and rate Bid Submissions based on Evaluation Criteria.

Evaluation Criteria means specific and measurable matrix with weightings created in order to evaluate Bid Submissions.

Goods mean all types of personal property (machinery, gravel, office supplies, computer hardware, and lands,) to be delivered, installed, or constructed.

Instruction to Bidders means a component of the bidding requirements that sets forth specific instructions to the Bidders on procedures, explanations, disclaimers, and other necessary information in the preparation of a Bid Submission.

Lowest Evaluated Bid means the low Bid meeting Specifications in accordance with the Evaluation Criteria for Tenders, Quotations, or Price Requests.

Procurement means the acquisition of Goods, Services, or Construction, including rentals and leases.

Purchase Order (P.O.) means a document that confirms the terms and conditions of a contractual relationship and obligations between a vendor and the Town.

Responsible Purchaser means the manager of the department that is purchasing the Goods, Services or Construction.

RFI – Request for Information An open enquiry that spans the market seeking broad data and understanding.

RFP – Request for Proposal Sometimes based on a prior RFI; a business requirements-based request for specific solutions to the sourcing problem.

RFQ – Request for Quotation An opportunity for potential suppliers to competitively cost the final chosen solution(s).

RFT – Request for Tender An opportunity for potential suppliers to submit an offer to supply Goods or Services against a detailed tender.

Services mean all types of Services, including Construction, consulting, engineering and design, professional, architectural, accounting and auditing, legal, maintenance, operation and repair of buildings, machines, equipment and civil works, etc.

Sole Source means a procurement decision whereby the acquisition of Goods, Services, or Construction is directed to the only source available that meets the requirement of the Town.

Specifications means a clear, complete, and precise description of the characteristics of the Goods, Services, or Construction required.

Total Bid Price means the price listed on the Bid Form specifying the total cost for the Bid Opportunity including all associated costs. Taxes are included in the Total Bid Price and listed according to their category.

Town means the incorporated Town of Swan River.

User Department means the Town department initiating the acquisition.

23. RELATED ITEMS

- *The Municipal Act, C.C.S.M.c.M225*
- *Freedom of Information and Protection of Privacy Act, C.C.S.M.c.F175*
- *The Workplace Safety and Health Act, C.C.S.M.c.W210*
- Canadian Free Trade Agreement – chapter 5 Procurement
- North American Free Trade Agreement – Later -USMCA
- New West Partnership Agreement
- Business License By-law No. _____
- By-law or resolution #_____