



SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, JUNE 6, 2003

If your company name and address are not correctly shown below, please enter or correct it before submitting your Bid.

Company Name _____

Address _____

**BUYER: TAMI SCHIRLIE, C.P.P. /ht
TELEPHONE NO. (204) 986-2192**

INSTALLATION OF AIR CONDITIONING UNIT

Please quote lump sum price: \$ _____ (GST extra)

Site Meeting: See Clause 4.3 of the Specifications.

THE BID SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)

**TERMS AND CONDITIONS ATTACHED APPLY EXCEPT AS
SUPERSEDED ABOVE OR BY SPECIFICATIONS (IF ANY) ATTACHED.**

Early payment discount: _____ % _____ days
(See 1.5 of the Terms and Conditions attached.)

RETURN TO:

**THE CITY OF WINNIPEG 317-2003
CORPORATE FINANCE DEPARTMENT
MATERIALS MANAGEMENT DIVISION
185 KING ST MAIN FLOOR
WINNIPEG MB R3B 1J1**

Contact Person: (print) _____

Telephone Number: _____

Facsimile Number: _____

The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Bid.

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

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

No. 1 No. 2 No. 3 No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of thirty (30) days following the Submission Deadline.

Signature: _____

TERMS AND CONDITIONS – CONSTRUCTION

1. BIDDING PROCEDURES

- 1.1 The Bid must be submitted on the forms provided, with all required entries made clearly in ink.
- 1.2 If the Bidder finds discrepancies or omissions in the Request for Quotation or any part thereof, or is unsure of the meaning or intent thereof, he shall notify the Buyer. The Buyer will, if he deems it necessary, issue addenda to all Bidders. The Bidder is advised to direct all enquiries or comments to the Buyer at least five (5) business days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.
- 1.3 The Bidder is responsible for investigating the site, the nature of the Work to be done and all local conditions that might affect his Bid or his performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such investigation.
- 1.4 The Contract is based on the design, methods and materials specified and any proposed substitutes must be clearly identified in the Bid. Where the phrases "or equal" or "or alternative" occur in the Request for Quotation, the Bidder is advised to submit descriptive matter in sufficient detail to permit a judgment as to the merits of any "equal" or "alternative" offered.
- 1.5 The Bidder may, but is not required to, offer a prompt payment discount. If prompt payment discounts are offered, they will be considered in determining the lowest evaluated responsive Bid.
- 1.6 The Bid must be submitted enclosed and sealed in an envelope clearly marked with the RFQ Number and the Bidder's name and address. Each envelope must contain only the Bid for one Request for Quotation.
- 1.7 The Bid must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline specified. Bids received after the Submission Deadline will not be considered.
- 1.8 The Bid may be withdrawn without penalty at any time prior to the Submission Deadline.
- 1.9 The Bid shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the City considers appropriate in the circumstances.
- 1.10 The City may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Bid or waive technical requirements if the interests of the City so require. The City may reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified. A responsible and qualified Bidder is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.
- 1.11 Where the Contract is proposed in separate sections or with alternatives, the City shall have the right to award any section separately or to choose any alternative which is in its best interests.
- 1.12 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive. Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- 1.13 The Buyer will give notice of the award of the Contract by issuing a Purchase Order to the successful Bidder, or will give notice that no award will be made.
- 1.14 The Request for Quotation, including but not limited to the specifications, drawings and addenda, and the Contractor's Bid shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.
- 1.15 The name of the successful Bidder and the Contract amount will be made available, upon request, to Bidders only after award of Contract.

2. SCOPE OF WORK

- 2.1 The Work to be done under this Contract shall consist of the supply of labour and materials in accordance with applicable specifications, drawings and addenda.
- 2.2 The Contractor shall provide and pay for all labour, materials, equipment, tools, temporary works, utilities, licenses and fees necessary to complete the Work. Any work not explicit in the specifications, drawings and addenda, which is reasonably implied, necessary and usually included for such work, shall be deemed to be included in the Work.

3. MATERIALS & WORKMANSHIP

- 3.1 Materials and workmanship shall be fit for the purpose intended and shall equal or exceed the quality specified.
- 3.2 All materials to be incorporated in the Work shall be new.
- 3.3 The Contractor shall be responsible for the storage, transportation and handling of materials until the Work is accepted by the City.

4. ASSIGNMENT

- 4.1 The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

5. SUBCONTRACTING

- 5.1 If the Contractor subcontracts any portion of the Work, he shall:
 - a) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - b) enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
 - c) be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

6. INDEMNITY

- 6.1 The Contractor shall save harmless and indemnify the City against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
 - a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - d) failure to pay and obtain a discharge of a notice of claim for lien served upon the City in accordance with the requirements of The Builders' Liens Act;
 - e) failure to pay a workers compensation assessment, or federal or provincial taxes;
 - f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - g) inaccuracies in any information provided to the City by the Contractor.
- 6.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.
- 6.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- 6.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

7. EVENTS OF DEFAULT

- 7.1 An event of default will be deemed to have occurred if the Contractor:
 - a) abandons the Work; or
 - b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets; or
 - c) in the judgment of the City, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
 - d) in the judgment of the City, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
 - e) fails to take down, rebuild, repair, alter or amend any defective or deficient Work, or to remove any defective or deficient material; or
 - f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the City; or
 - g) fails to make prompt payment to his subcontractors, his employees or on account of the purchase or rental of equipment or materials; or
 - h) fails to promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act; or
 - i) fails to comply with any laws, by-laws or statutory regulations; or
 - j) fails to provide competent supervision for the Work; or
 - k) fails to submit any schedules, documents or information required by the Contract; or
 - l) refuses or neglects to comply with an order given by the City;
 - m) commits any other breach of the Contract.
- 7.2 Any provision of the Contract may be waived only by express waiver in writing by the City. No express waiver of any provision shall imply the waiver of any other provision.
- 7.3 If an event of default has occurred, the City may do any one or more of the following:
 - a) withhold or retain the whole or part of any payment;
 - b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
 - c) demand payment for any amount owed to the City.
- 7.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

8. PRICES AND PAYMENT

- 8.1 Prices bid shall be gross prices including all applicable duty, freight, cartage, Provincial and Federal Taxes [except Goods and Services Tax (GST), which shall be extra where applicable] and all charges governmental or otherwise paid, and including profit and all compensation which shall be due to the Contractor.
- 8.2 If the Contractor charges GST, he must show his registration number and the amount of GST separately on the invoice.
- 8.3 Where The Builders' Liens Act is applicable to the Contract, payments will be subject to such holdbacks as are required to be made thereunder. Interest on holdback amounts will be credited, and holdback amounts will be released, in accordance with said Act.
- 8.4 Payment will be in Canadian funds net thirty (30) days from receipt of acceptable goods, or receipt and approval of the Contractor's invoice, whichever is later.

FORM H1: PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(hereinafter called the "Principal"), and

(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____._____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the _____ day of _____, 20____, for:

RFQ NO. 317-2003

INSTALLATION OF AIR CONDITIONING UNIT

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness)

) _____
) (Name of Principal)
)
)
) Per: _____ (Seal)
)
) Per: _____
)
)
) _____
) (Name of Surety)
)
) By: _____ (Seal)
) (Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**

(Date)

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - **RFQ NO. 317-2003**

INSTALLATION OF AIR CONDITIONING UNIT

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

_____ .
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

SPECIFICATIONS

1. GENERAL

1.1 These Specifications shall be applicable to the Work and shall take precedence over the Terms and Conditions.

2. DEFINITIONS

2.1 When used in this Request for Quotation:

- (a) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) **"Buyer"** means the person authorized to represent the City in respect of the Request for Quotation;
- (c) **"Calendar Day"** means the period from one midnight to the following midnight;
- (d) **"Contract"** means the combined documents consisting of the Request for Quotation package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (e) **"Contract Administrator"** means the person authorized to represent the City in respect of the Contract and is the Buyer unless otherwise specified hereinafter;
- (f) **"Contractor"** means the person undertaking the performance of the Work under the terms of the Contract;
- (g) **"Site"** means the lands and other places on, under, in or through which the Work is to be performed;
- (h) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (i) **"Total Performance"** means that the entire Work, except those items arising from the provisions of any warranty, have been performed in accordance with the Contract;
- (j) **"Work"** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;
- (k) **"Working Day"** means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

2.2 Further to 2.1(e), the Contract Administrator is:

Mr. Bruce Kazun
Supervisor of Community Centre Maintenance
City of Winnipeg
Public Works Department
Building Services Division
Main Floor, 100 Main Street
Winnipeg, MB R3C 1A4
Phone: 986-7072 Cell; 794-4409 Fax: 986-7311

3. WORK

3.1 The Contractor shall install air conditioning at the St. John's Library, 500 Salter Street.

4. SITE INVESTIGATION

4.1 Further to 1.3 of the Terms and Conditions, this Bidder is responsible for investigating the Site, the nature of the Work to be done and all local conditions that might affect his Bid or his performance of the Work, including:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;

- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the equipment needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such investigation.

- 4.2 The Bidder shall not rely upon information furnished by the City or any of its servants or agents other than information furnished in writing for or in connection with the Bid or the Contract by the Buyer or the Contract Administrator.
- 4.3 Further to 1.3 of the Terms and Conditions, the Contract Administrator or an authorized representative will be available at the **Site from 1:30 on June 2, 2003** to provide Bidders access to the Site.

5. SCHEDULE OF WORK

- 5.1 The Contractor shall achieve Total Performance by July 11, 2003.
- 5.2 Work shall be performed between 8:30 a.m. and 4:30 p.m. on Business Days.

6. ADDENDA

- 6.1 The Buyer may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Quotation, or clarifying the meaning or intent of any provision therein.
- 6.2 The Buyer will issue each addendum to all Bidders by:
 - (a) mail, courier or facsimile transmission (fax) to the usual business address of the Bidder as shown in the records of the Materials Management Division; and/or
 - (b) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- 6.3 The Bidder is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Quotation cover page. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
 - 6.3.1 The Bidder is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Bid.

7. BID SUBMISSION

- 7.1 The Bid Submission consists of the following components:
 - (a) Request for Quotation cover page completed and signed;
- 7.2 Bids may be submitted by:
 - (a) mail, courier or personal delivery to the address shown on the Request for Quotation cover page; or
 - (b) facsimile transmission (fax) to (204) 949-1178.
- 7.2.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- 7.2.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

8. PRICES

- 8.1 The Bidder shall state the lump sum price in Canadian funds for the Work on the RFQ Cover Page.

9. INVOICES

- 9.1 The Contractor shall submit invoices to the location designated on the Purchase Order.
- 9.2 Invoices must clearly indicate, as a minimum:
- (a) the City's Purchase Order (PO) number;
 - (b) date(s) of Work;
 - (c) Site(s) or address(s) of Work;
 - (d) description, quantity and unit price(s) of Work performed;
 - (e) total amount payable with GST and PST, where applicable, shown as separate amounts; and
 - (f) where applicable, the Contractor's GST registration number.
- 9.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

10. WARRANTY

- 10.1 The Contractor warrants that the Work will be free of any and all defects or deficiencies for a period of one (1) year from the date of Total Performance.
- 10.2 Upon notification by the Contract Administrator, the Contractor shall, at his/her sole cost and expense, remedy any defect or deficiency identified by the Contract Administrator during the warranty period and any damage that may arise or result from the defect or deficiency or as a result of the correction of same.
- 10.3 Notwithstanding 10.1 and 10.2 above, if any statute in force in the Province of Manitoba or in the jurisdiction where materials were manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty that is more extensive in its nature, then the provisions of such statute or manufacturer's warranty shall apply.

11. INSURANCE

- 11.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- 11.2 Deductibles shall be borne by the Contractor.
- 11.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- 11.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

12. WORKERS COMPENSATION

- 12.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

13. PERFORMANCE SECURITY

- 13.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or

- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Manitoba, in the form attached (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

13.2 The Contractor shall provide the Contract Administrator with the required Performance Security at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

13.3 The City will not pay any interest on certified cheques furnished as a Performance Security.

14. SECURITY CLEARANCE

14.1 Each person proposed to perform Work under the Contract within City facilities shall be required to obtain a security clearance by the police service having jurisdiction at his/her place of residence.

14.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement persons are proposed to perform Work, the Contractor shall supply the Contract Administrator with a written security clearance, obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof for each person proposed to perform Work within City facilities.

14.3 No person for whom a security clearance is not provided, or who has any convictions or pending charges related to property offences or crimes against another person, will be permitted to perform any Work within City facilities.

14.4 Any security clearance obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

14.5 The City may, at its sole discretion, require a records search at any time during the term of the Contract. Any person who fails to obtain security clearance as a result of a repeated records search shall not be permitted to continue to perform Work under the Contract.

15. EVALUATION CRITERIA

15.1 Award of this Contract will be based on the following evaluation criteria:

- (a) conformance of the Bid with the requirements of the RFQ pass/fail;
- (b) qualifications of the Bidder pursuant to 1.10 of the Terms and Conditions pass/fail;
- (c) total contract price 100%.

15.2 Further to 15.1(a), the Bidder shall, within two (2) Business Days of a request by the Buyer, provide representative samples of the materials proposed to be used in the Work.

15.3 Further to 15.1(b), the Bidder shall:

- (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Bidder and of any proposed subcontractor;
- (b) provide, on the request of the Buyer, full access to any of the Bidder's equipment and facilities to confirm, to the Buyer's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

15.4 Further to 15.1(c), total contract price will be evaluated considering early payment discounts if offered.

16. WORK PLACE SAFETY

16.1 Bidders shall have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba). Bidders shall be required to provide proof of such program within two (2) Business Days of a request by the Contract Administrator.

17. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

17.1 The Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

18. PERMITS, LICENCES, CERTIFICATES, LAWS AND RULES

18.1 Further to 2.2 of the Terms and Conditions, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work and pay any cost attached to the inspection of such plans.

18.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

18.3 The Contractor and Subcontractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance to the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification of the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

19. JOB MEETINGS

19.1 The Contract Administrator reserves the right to cancel any meeting if he feels that there are not sufficient matters that warrant discussion, or call additional job meetings whenever he deems necessary. Twenty-four (24) hours notice shall be given by the Contract Administrator prior to a meeting being held or cancelled.

20. EXISTING SERVICES AND UTILITIES

20.1 No responsibility will be assumed by the City for correctness or completeness of the drawings with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the contractor to determine the location of such utilities, pipes and other objects and to make good any damage done to them.

21. TEMPORARY UTILITIES

21.1 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

22. DAMAGE TO EXISTING STRUCTURES AND PROPERTY

22.1 Further to Clause 6 of the Terms and Conditions, all necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of Work. For all damage incurred thereto in the performance of the Work, the Contractor shall, upon instructions from and to the satisfaction of the Contract Administrator, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the Contract Administrator and the cost of which shall be borne entirely by the Contractor.

22.2 The Contractor shall also indemnify and save harmless the City from all claims made directly against it in respect to any such damage.

22.3 Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

23. CLEAN UP

23.1 The Contractor shall maintain the Sites of the Work in a tidy condition and free from the accumulation of waste and debris.

23.2 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant, tools, equipment, waste and debris to the satisfaction of the Contract Administrator.

24. COMMENCEMENT OF WORK

- 24.1 The Contractor shall commence the on-site Work of this Contract within seven (7) Calendar Days of issuance of the Purchase Order.
- 24.2 Pre-construction Meeting:
- (a) The Contractor shall not begin the Work under this Contract until a pre-construction meeting has been held between representatives of the Contractor and the Contract Administrator.

25. LIQUIDATED DAMAGES

- 25.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City one hundred dollars (\$100.00) per Calendar Day for each and every Calendar Day following the day fixed herein for Total Performance during which such failures continues.
- 25.2 The amount specified for liquidated damages in 26.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- 25.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

26. SUBSTITUTES

- 26.1 Further to Clause 1.4 of the Terms and Condition, the Work is based on the Plant, Materials and methods specified in the Quotation Package.
- 26.2 Where brand names occur in the specification, it shall also mean "or equal" or "or alternative".
- 26.3 Bidders shall ensure that any and all requests for approval of a substitute:
- (a) Provide sufficient information and details **with their bid** to enable the Contract Administrator to determine the acceptability of the Plant, Materials, or method as either an approved equal or alternative;
 - (b) Identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) Certify that an approved equal shall fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified;
 - (d) Certify that an approved alternative shall adequately perform the functions called for by the general design, be similar in substance, is suited to the same use and capable of performing the same function as that specified.
- 26.4 The Contract Administrator, after assessing the request for approval of a substitute, may at his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval.

27. SCOPE OF WORK (HVAC SPECIFICATIONS)

- 27.1 The original air conditioning has reached its normal end of life cycle.
- 27.2 The demolition Work consists of complete removal of the existing air conditioning air handling unit, all related supply and return ductwork (interior and exterior) and all existing related electrical components, devices and wiring.
- 27.3 The new Work consists of supply and installation of two (2) ductless split wall mounted air conditioners complete with surface mounted condensers, related refrigerant piping, insulation, condensate drains, related electrical installation (including sub-panel modifications and remote thermostats).
- 27.4 The renovation Work also includes all necessary cutting and patching of all affected wall and ceilings (interior and exterior) to the satisfaction of the Contract Administrator.

28. PRODUCTS

- 28.1 Air conditioner No. 1 (AC-1), No. 2 (AC-2)
- (a) Climette high-wall ductless single split system, single evaporator cooling
 - (b) Model HMC024KD1, 22,600/23, 000 cooling capacity BTU/hr,
 - (c) 208/230 volts single phase
 - (d) LCD wireless remote Model No. 6711A20025M

29. RELATED WORK

- 29.1 Modifications to existing fence or construction of a new fence enclosure for condenser. Construction of fence to conform to City of Winnipeg standard construction details and standards for chain link wire fencing, CAN/CGSB-138-96.

30. GENERAL REQUIREMENTS

- 30.1 Ensure that a permit and registration has been applied for and that the refrigeration trade having employees holding valid T.Q. in refrigeration has been engaged to install and commission any equipment according to the refrigeration equipment being energized or made ready to operate including all low voltage controls.
- 30.2 All Work shall be done in accordance with the requirements of CAN/CSA B52-1999 and the Ozone Depleting Substances Act (Manitoba).
- 30.3 The Contractor shall, at least one (1) Calendar Day before the commencement of Work, provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS) for each product to be supplied under the Contract.
- 30.4 Conform with all current codes, regulations and by-laws.
- 30.5 All equipment to be C.S.A. and/or U.L.C. labelled.
- 30.6 Work to be performed by trained and skilled tradesmen and to the satisfaction of the Contract Administrator.
- 30.7 The Contractor shall know and understand current Polychlorinated Biphenyl (PCB's) waste management, handling procedures, personal protection equipment, clean up and disposal techniques.
- 30.8 Provide a 6" concrete housekeeping pad for all new equipment.
- 30.9 For all new equipment installed, provide Contract Administrator with complete Model Numbers and Serial Numbers.
- 30.10 Material may, at the option of the City, be supplied by Public Works Department.
- 30.11 All materials to be new and first rate quality. Existing materials removed from this Site may be relocated and reused where they are in good condition and in working order.
- 30.12 Leave Site in clean and orderly condition daily.
- 30.13 Store materials and equipment in an area designated by the Contract Administrator.
- 30.14 Where damage occurs, restore finishes without added cost.
- 30.15 Provide three (3) copies of operation and maintenance manuals on all equipment installed under this contract.
- 30.16 Installations shall follow building lines, maximize head room, close to walls, and concealed in finished spaces. Obtain the Contract Administrator approval before implementing any deviations.
- 30.17 Locations and exact mounting height of equipment not listed must be verified with Contract Administrator before proceeding with installation.

- 30.18 Ensure that all equipment, fixtures and devices requiring normal maintenance and/or cleaning are mounted such that they are fully serviceable. Provide necessary isolation, access doors, union type fittings and the like.
- 30.19 Provide U.L.C. rated access devices for access through rated enclosures.
- 30.20 Coordinate locations for storage of materials on Site. Keep material organized and the Work place clean.
- 30.21 Obtain the Contract Administrator permission relative to an access route to the building and/or on the Work Site.
- 30.22 Do not interfere with normal access to or egress from the Site or building.
- 30.23 Obtain Contract Administrator permission relative to use of on site power, telephones and the like.
- 30.24 Balance all new and modified air systems affected by these renovations to $\pm 10\%$ of design to accessibility standard and practice.
- 30.25 Put all systems into operation and demonstrate to Contract Administrator. Demonstrate operation and maintenance procedures to Contract Administrator.
- 30.26 Installed equipment to conform to code requirements and manufacturer's recommended installation practice.

31. MECHANICAL

- 31.1 Support all piping and ductwork to industry standards. Use copper hangers on copper pipe. Do not use perforated straphangers. All supply water piping hot and cold shall be tight to u/s in parallel and perpendicular lines to the building.
- 31.2 Pipe insulation may run over hangers on heating application. On cold water and refrigerant piping, hangers to be outside.
- 31.3 Do all cutting required for the installations. Patching to be by trades normally engaged in working with materials necessary to restore building finishes. Keep openings to an absolute minimum. All openings larger than 5/8" shall be cored not hammer drilled.
- 31.4 Install piping in workman like manner. Provide anchors, guides, hangers, vents and drains to industry standard and in accordance with good engineering practice. Threaded rod and clevis type hangers only shall be used.
- 31.5 All soldering shall be coordinate with the Contract Administrator so that proper isolation of the fire alarm system may be implemented before Work begins.
- 31.6 Domestic Water Pipe – Type "L" copper hand drawn with 95/5 antinoy soldered joints complete with isolation valves at equipment and in ceiling space within 5'-0" of piping drops to equipment. All valves shall be 90-degree turn ball valves for isolation. Use non-corrosive non-lead flux.
- 31.7 Sanitary and Vent – C.I. soil pipe of D.W.V. copper with M. J. fitting or 50/50 soldered.
- 31.8 Acoustic Liner – 1" thick neoprene covered fibreglass, seal joints.
- 31.9 The piping and pipe insulation is to be installed with strict adherence to the manufacturer's instructions.
- 31.10 Prior to installation of new condenser, Contractor shall evaluate the existing concrete foundations pad, and make necessary changes to suitably support the new condenser. Steel support stand shall meet manufactured specification for support loading and bracing. Contractor to submit detailed shop drawings for steel support frame and modifications to concrete base sealed by a registered Professional Engineer licensed to practise in Manitoba.
- 31.11 If concrete foundation pad is to be modified, all concrete shall be a minimum of 30 MPa 90mm slump using sulphate resistant concrete with 20mm Aggregate, 90mm slump, 5% to 75 air. All reinforcing shall be accordance with CSA G30, deformed bars.
- 31.12 All structural steel shall be in conformance with C.S.A. G40 – latest revision, type 350W. All welding shall be done in accordance with C.S.A. W59 latest edition. Using Canadian Welding Bureau (CWB) certified welders and a CWB approved firm. Welds to be continuous and grind smooth all welds. All steel shall be primed with one (1) coat red-oxide primer and two (2) coats rust proof black enamel.

- 31.13 If, in the opinion of the Contract Administrator, the piping is not adequately braced and/or supported to provide a good installation, additional bracing and/or supports must be provided at no extra cost to the City of Winnipeg.
 - 31.14 All new piping shall be degreased, flushed, cleaned and pressure tested before filling with refrigerant.
 - 31.15 Apply two (2) coats of shop primer paint to all steel pipes, supports and retouch any material scratched during installation.
 - 31.16 Align and support all piping properly; under no circumstance may any piping load be transferred to the individual liquid.
 - 31.17 All steel piping to be welded, above 2" in diameter screwed fittings allowed for 2" diameter pipe sized and smaller.
 - 31.18 Remove all burrs and chips and ream or file all pipe ends out to size of bore prior to welding.
 - 31.19 Make pipe to pipe welded joints with open, secure butt welds, reinforced by metal in excess of the net throat dimensions by at least 1/5 (1/16") built up to give a gradual increase in thickness from edge to centre. Clean all rust, paint oil, greased or foreign matter from all welding faces and adjoining pipe surfaces for a depth of at least 12 (1/2") from the edge of welding groove. Maintain a surface clearance of 1.5 (1/16"). Carefully align piping using proper clearances and tacking before welding. Leave welded surfaces clean.
 - 31.20 Welding must be performed by welders with proper certificates. All welding must be done in accordance with the regulations of the Boiler Inspection Branch. All field welding must be in accordance with the procedures for C.S.A.-W55.2-1957 and C.S.A. W117.2-1974 and the current edition of ASME Code for Power Piping. Do not caulk or pean welds. Perform welding above 4.4 degrees Celsius (40 degrees Fahrenheit) if necessary preheat to at least 21 degrees Celsius (70 degrees Fahrenheit).
 - 31.21 Provide strainers on all pump suction.
 - 31.22 Provide DI-electrical couplings or approved connectors where dissimilar materials connect.
 - 31.23 Fabrication and installation of all ductwork shall be in accordance with ASHRAE and SMACNA recommendations, including gauge, cross breaking, seams, support and sealing. Adjust sheet metal size for lined ductwork.
 - 31.24 Insulation from exterior wall to a distance of 10'-0" minimum into building space.
 - 31.25 Contractor shall install 4" minimum flexible connectors on inlet and discharge ductwork of equipment.
 - 31.26 Provide 3M brand fire barrier CP25WB caulk for all conduit wirings at floor slabs and both sides of fire rated walls.
 - 31.27 All seams and joints shall be sealed with DURO-DYNE S-2 duct sealer on all low pressure ductwork.
 - 31.28 Contractor to confirm all fire-rated partitions and separations and install fire dampers as required with local authorities.
 - 31.29 Supply and install all equipment such as furnaces, make-up air unit, exhaust fans, diffusers, grilles, condensing units, etc. which make up the HVAC system as shown to the satisfaction of manufacturer's requirements.
 - 31.30 Duct and equipment supports shall be designed for total support in all matter, which will not stress unduly the building construction. All horizontal ductwork shall be supported by non-perforated, galvanized steel, riveted strap or rods on galvanized angle iron passing under ducts.
 - 31.31 All equipment either supported or mounted on slab or roof mounted shall have vibration isolators for sound control.
 - 31.32 All equipment shall be identified by means of Mylar Labels attached to equipment.
- 32. ELECTRICAL**
- 32.1 The electrical installation shall be in accordance with the current edition of the Canadian Electrical Code, Provincial and Municipal codes and regulations.

- 32.2 Provide all electrical hook-ups, including all controls, pressure switches, motor starters, magnetic motor starters, push button stations, overload protection devices, switches auxiliary contacts, interlocks, conduits, wiring disconnects, etc. for complete equipment satisfaction. Refer to shop manuals, drawings, equipment wiring diagrams, specifications, etc., for detail description, locations of equipment that required electrical hook-ups.
- 32.3 Install equipment, conduit and cables in the workmanlike manner to present a neat appearance to the satisfaction of the Contract Administrator. Install conduit and cable runs parallel and perpendicular in chases, behind furring or above ceilings. In areas where systems are to be exposed (electrical room only), install neatly and group to present a tidy appearance.
- 32.4 Supply power to new equipment from nearest power panel with sufficient ampacity and voltage complete with new circuit breakers, contactors, disconnect switches, etc., for system operation.
- 32.5 All exposed wiring to run in EMT conduit for power wiring concealed wiring may be BX armoured cable minimum size #12 awg copper.
- 32.6 Panel board directly shall be completed and updated with a full description neatly typed.
- 32.7 Provide Mylar labels to all new equipment and corresponding controls and devices.
- 32.8 A certificate of electrical final inspection and approval is required by completion of Work.
- 32.9 Outlets or equipment shall be moved to any point within a 10' radius when relocation is requested by the contract Administrator before the Work has been substantially completed, without additional cost.
- 32.10 Commercial/spec. grade devices c/w s.s. or approved covers for all outlets.
- 32.11 The entire installation shall be grounded in accordance with the Canadian Electrical Code.
- 32.12 Install equipment and apparatus requiring maintenance, adjustment or eventual replacement with adequate clearances and accessibility for same.
- 32.13 All conduits shall be clipped to structural concrete by means of anchors or supported by Unistrut hangers as close to U/S as possible. Tie wraps and tie wires for wire and conduit support and fastening is not acceptable.
- 32.14 Where existing services such as electrical power, fire alarm system, television system, are required to be disrupted and/or shutdown, co-ordinate the shutdowns with the Contract Administrator and carry out the Work at a time and in a manner acceptable to them. Carefully schedule all disruption and/or shutdowns and ensure that the duration of same is kept to a minimum. Submit for approval a written schedule of each disruption at least 72 hours in advance of performing Work to obtain Contract Administrator's written consent prior to implementing.
- 32.15 Wiring in concrete or masonry construction shall be installed in steel electrical metallic tubing (EMT). Provide a separate grounding conductor in EMT conduit runs embedded in concrete slabs. Conduits installed in areas exposed to moisture shall have watertight fittings.
- 32.16 All wiring in finished areas shall be concealed. Conduits shall be run at right angles to the building lines.
- 32.17 Confirm existing voltages prior to ordering of equipment.