



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 535-2005**

**PROVISION OF ELEVATOR, ESCALATOR MAINTENANCE SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 PROVISION OF ELEVATOR, ESCALATOR MAINTENANCE SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, October 28, 2005.

B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to GC.2.01, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

**B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material 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) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will 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 and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance; and
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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 of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. BID SUBMISSION**

B7.1 The Bid Submission consists of the following components:

- (a) Form A: Bid; and
- (b) Form B: Prices.

B7.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.

B7.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B7.3.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.5 Bid Submissions shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1

## **B8. BID**

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted; and
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed; and
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

## **B10. QUALIFICATION**

- B10.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
  - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
  - (c) be financially capable of carrying out the terms of the Contract;
  - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
  - (e) have successfully carried out work, similar in nature, scope and value to the Work;

- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract.
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

B10.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

#### **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

B11.1 Bid Submissions will not be opened publicly.

B11.2 Within two (2) Business Day following the Submission Deadline, the names of the Bidders and their Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

#### **B12. IRREVOCABLE BID**

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

#### **B13. WITHDRAWAL OF BIDS**

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.



- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
  - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B14. EVALUATION OF BIDS**

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
  - (c) Bid Price; and
  - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit price per location for each year, for each location shown on Form B: Prices.
- B14.5 This Contract shall be awarded separately by locations as identified on Form B: Prices.
- B14.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all locations.

#### **B15. AWARD OF CONTRACT**

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 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.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 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.

B15.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract Documents, as defined in GC.1.01(7), in their entirety 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.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of provision of elevator, escalator maintenance services for the period of January 01, 2006 to December 31, 2010.
- D2.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.2.2 Subject to GC.4.07, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2006.
- D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;

- (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

**D4. CONTRACT ADMINISTRATOR**

- D4.1 The Contract Administrator is:

Mr. Stan Russell  
Supervisor of Project Services  
Public Works Department  
Main Floor, 100 Main Street  
Winnipeg, MB R3C 1A4  
  
Telephone No. (204) 986-4368  
Facsimile No. (204) 986-7311

- D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

**D5. CONTRACTOR'S SUPERVISOR**

- D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

**D6. NOTICES**

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg, MB R3B 1B9  
  
Facsimile No.: (204) 949-1174

- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg  
Corporate Services Department

Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg, MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D8. WORKERS COMPENSATION**

D8.1 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.

### **D9. INSURANCE**

D9.1 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, to remain in place at all times during the performance of the Work.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with 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.

D9.4 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.

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) 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;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each 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.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

#### **D10. SECURITY CLEARANCE**

D10.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D10.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.

D10.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.

D10.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.

D10.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D10.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

#### **CONTROL OF WORK**

##### **D11. COMMENCEMENT**

D11.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
  - (ii) evidence of the workers compensation coverage specified in D8;
  - (iii) evidence of the insurance specified in D9; and
  - (iv) the security clearances specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

##### **D12. ORDERS**

D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **D13. RECORDS**

- D13.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D13.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
  - (b) order date(s);
  - (c) service date(s); and
  - (d) description and quantity of services provided.
- D13.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within fifteen (15) Calendar Days of the end of that year.

### **MEASUREMENT AND PAYMENT**

#### **D14. INVOICES**

- D14.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for the Work performed pursuant to each order.
- D14.2 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D14.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
  - (b) date(s) of provision of services;
  - (c) location at which service was provided;
  - (d) type and quantity of services provided;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D14.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

#### **D15. PAYMENT**

- D15.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

### **WARRANTY**

#### **D16. WARRANTY**

- D16.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire one (1) year thereafter unless extended pursuant to D16.2, in which case it shall expire when provided for thereunder.
- D16.2 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the



defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

- D16.3 Notwithstanding GC.10.01, GC.10.02 and D16.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. GENERAL**

E1.1 These Specifications shall apply to the Work.

#### **E2. SERVICES**

E2.1 The Contractor shall provide elevator, escalator maintenance services at the location(s) listed in accordance with the requirements hereinafter specified.

E2.2 The Contractor shall be responsible for ensuring that up-to-date wiring diagrams, manufacturer's manuals, leaflets and other information relevant to the maintenance of the equipment are in the elevator room prior to the commencement of the service. No wiring diagrams are to be removed, for any reason from the elevator room.

E2.3 The Contractor shall maintain the elevator, escalator equipment herein described on the following terms and conditions as per the original manufacturer's specifications and the latest CAN/B44 code for elevators.

E2.4 The Contractor shall be responsible for ensuring that the specified work herein described, or as otherwise required in current and relevant manufacturer's instruction/manuals, are diligently executed and rigidly adhered to, including the required number and frequency of servicing and inspections of the equipment.

E2.5 The Contractor shall be responsible for the annual inspection, repair and documentation.

E2.6 Where a component or system is not immediately vital to the operation, the Contract Administrator may request a written cost estimate.

(a) The City retains the right to request prices for substantial repairs from other Contractors based on the information supplied by the Contractor.

#### **E3. WORK**

E3.1 All work is to be performed during regular business hours for the particular location in which the equipment is located:

E3.1.1 Elevators are located at the following locations:

- (a) 66 Allard (1 passenger elevator)
- (b) 11 Ross (1 freight elevator)
- (c) 365 Jefferson (1 passenger elevator)
- (d) 385 River (1 passenger elevator)
- (e) 430 Langside (1 passenger elevator)
- (f) 457 Main (3 passenger elevators)

E3.1.2 Regular time service calls (8:00 a.m. to 5:00 p.m.) shall be included in the full maintenance price quoted on Form B: Prices for each location.

E3.1.3 Weekday call-backs (8:00 a.m. to 5:00 p.m.) shall be indicated on Form B: Prices for each location. In the event that trouble develops between regular examinations, the Contractor shall, upon receipt of notification from the Contract Administrator or Designate, make every

reasonable effort to provide prompt service to perform any necessary adjustments and repairs that may be required.

E3.1.4 Cost for the authorized overtime call-backs on weekdays (5:00 p.m. to 8:00 a.m) shall be indicated on Form B: Prices for each location.

E3.1.5 Cost for the authorized overtime call-backs on Saturday, Sundays and statutory holidays shall be indicated on Form B: Prices for each location.

E3.2 Services shall be provided on an "as required" basis, available twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.

E3.3 Emergency services shall be provided twenty-four (24) hours a day and work crews shall be on Site and working within one half hour (30 min.) from telephone notification.

E3.4 The Contractor shall provide a telephone number at which they may be contacted twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. An answering service is acceptable provided that the Contractor returns calls within fifteen (15) minutes of a message from the City.

#### **E4. SERVICES PROVIDED BY THE CONTRACTOR**

E4.1 The Contractor shall provide full maintenance service which shall comprise of maintaining the elevator equipment in its original condition, regularly examining, cleaning, lubricating and making **all** repairs and replacement parts to the entire elevator, escalator equipment, including within the machine rooms, hoist way, pit and car top, as outlined in the Bid Opportunity (with exceptions listed in E6 of this Contract). All Work shall be done in a careful, workmanlike manner, acceptable to the Contract Administrator. All work shall be in compliance with the original manufacturer's specification and the latest CAN/B44 Code for elevators, escalators and dumbwaiters.

#### **E5. QUALIFICATIONS OF BIDDERS**

E5.1 The work that is to be performed requires thorough knowledge and experience with inspection, and repair of elevator, escalator equipment. In accordance with the requirements of the Workplace Safety and Health Act (listed under the Elevator Act C.C.S.M. c. E60), this information is available at The Manitoba (Inspector, Mechanical and Engineering Division) website: [www.gov.mb.ca/labour/safety/index.html](http://www.gov.mb.ca/labour/safety/index.html).

- (a) the Contractor and the Contractor's mechanic(s) possess the necessary skills, expertise and experience to perform the Service, in accordance with the provisions of this Contract;
- (b) the Contractor understands the City of Winnipeg's requirements under this Contract and will be able to satisfy these requirements; and
- (c) the Contractor shall perform all obligations and provide the service in a professional manner satisfactory to the Contract Administrator.

E5.2 The Contractor shall only use trained personnel directly in his employment with proper related experience and/or the successful completion of an approved apprentice program plus several year's related experience. The elevator mechanics shall be qualified to keep the equipment properly adjusted and maintained and shall hold a valid limited Electrical License issued by the Department of Labour, Province of Manitoba.

#### **E6. WORK NOT INCLUDED IN CONTRACT**

E6.1 The Contractor shall assume no responsibility for the following items of elevator equipment which are not included in this Contract: car enclosures (including removable panels, door

panels, car gate bodies, plenum chambers, hung ceilings, light diffusers, light tubes, bulbs and ballasts, mirrors and tile flooring or carpets); hoist way gate bodies, frames and sills.

**E7. OWNERSHIP OF INFORMATION, ETC.**

E7.1 All information, data, records and materials produced by the Contractor, or any officers, employees or agents of the Contractor, in the performance of this Agreement, and all copyright therein, including without limitation, log books and time in/time out books shall be the exclusive property of the City of Winnipeg and shall be delivered without cost to the City of Winnipeg upon request.

E7.2 Any equipment, materials and supplies, including all wiring diagrams and drawings provided by the City of Winnipeg to the Contractor for use in the performance of this Agreement, shall remain the property of the City of Winnipeg and shall be returned without cost to the City of Winnipeg upon request.

**E8. CONFIDENTIALITY OF INFORMATION, ETC. ACQUIRED**

E8.1 The Contractor agrees that no advertising will be permitted with respect to the Services performed pursuant to this Contract with the exception of the display of the Contractor's name on personnel uniforms or badges.

E8.2 While this Contract is in effect, and at all times thereafter the Contractor and any officers, employees or agents of the Contractor:

- (a) shall treat as confidential all information, data, documents, materials and property to which access has been given in the course of, or incidental to, the performance of this contract;
- (b) shall not disclose or permit to be disclosed, to any person, corporation or organization such information, data, documents, materials or property; and
- (c) shall comply with any rules or directions made or given by the City of Winnipeg with respect to safeguarding or ensuring the confidentiality of such information, data, documents, materials or property.

**E9. MODERNIZATION**

E9.1 Upon modernization of elevator systems or components covered by this maintenance contract which would substantially change the required service, the City of Winnipeg reserves the right to give sixty (60) days written notice of its intention to terminate the elevator maintenance contract.

**E10. NOTICE OF REPAIRS**

E10.1 The Contractor shall provide the Contractor Administrator / Department with as much advance notice as possible of major maintenance repairs for which the Contractor is responsible including cleaning that has been planned for the elevator giving approximate dates for such work.

**E11. ADJUSTMENTS**

E11.1 The Contractor shall examine the equipment and make adjustments as required to maintain correct speed and performance (unless other Contact is made with the Department), smooth operation, including operation of groups supervisory control systems. This applies also to all solid state and electronics components.

**E12. EMERGENCY POWER GENERATOR SYSTEM TESTING**

E12.1 The Contractor shall not normally be required to make any tests to the elevator equipment utilizing emergency power supply. Where such supply is available, the testing of the emergency system will be normally undertaken by the City of Winnipeg.

**E13. PERFORMANCE**

E13.1 The Contractor shall agree, where applicable, to maintain the original equipment speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and to perform the necessary adjustments, as required, to maintain the original door opening and closing time, within limits of applicable codes.

**E14. GROUP DISPATCHING**

E14.1 The Contractor shall, where applicable, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer.

**E15. DAMAGE**

E15.1 The Contractor shall be responsible for all damage which may occur to the equipment during this Work, due to faulty or negligent workmanship on the part of his employees.

E15.2 The Contractor shall also be held responsible for any damage caused to the building or its contents which may occur during the Work, where such damage is directly attributable to the use or misuse of equipment or materials of all kinds on the part of his employees or for any other type of damage caused directly by his employees. Damage shall be made good by new materials as required to match existing work in kind, quality and workmanship.

E15.3 The City of Winnipeg reserves the right to withhold any payment due to the Contractor, until such time as damage is repaired to the satisfaction of the Contract Administrator.

**E16. MATERIALS**

E16.1 The Contractor shall provide all materials necessary to perform the Service to the Contract Administrator's satisfaction.

E16.2 The Contractor shall supply **all parts**, except as otherwise excluded, including lubricants, hydraulics fluid and cleaning materials, and tools, and have an adequate stock of normal replacement parts in a parts cabinet on the job, so that the mechanic can effect prompt repairs. All parts supplied by the Contractor shall be new, unused and of the best quality available.

E16.3 All materials and equipment supplied in the undertaking of this Contract shall be of the best quality.

E16.4 All cleaning materials, lubricants and hydraulic fluids shall be supplied and applied in accordance with the original manufacturer's requirements.

E16.5 All repair or replacement parts and/or components when required, shall be supplied using only genuine original manufacturer's replacement parts or equivalents acceptable to the City of Winnipeg. If other than the manufacturer's parts must be used, permission must be obtained from the Contract Administrator in writing and such parts must be C.S.A. approved where applicable, in accordance with the original manufacturer's specifications and the latest C.S.A. Code B44, for elevator, escalators, dumbwaiters and moving walks.

E16.6 N.B. – Current Material Safety Data Sheets, (M.S.D.S.) must be available on all products on site and be contained in a binder specifically marked M.S.D.S., in each area where chemicals are stored or dispensed. Where a contractor wishes to use a product that does not have a current M.S.D.S., prior written approval must be given by the Contract Administrator and that written approval must be in the binder.

## **E17. STORAGE**

E17.1 The City of Winnipeg will provide reasonable space for the storage of the Contractor's materials and inventory. Such storage space will be locked, other than the employees of the Contractor, wherever reasonably possible.

E17.2 In providing such space, the City of Winnipeg accepts no responsibility for loss to, or damage of, the material, inventory and other property of the Contractor. The Contractor acknowledges that any insurance policies held, or to be held by the City of Winnipeg, in respect of the Building and contents, will not cover loss or damage pertaining to the Contractor's materials and inventory.

## **E18. INVENTORY**

E18.1 The Contractor shall maintain steel cabinets for the orderly storage of replacement parts in the machine room. Original manufacturer's engineering wiring diagrams **must** remain within the elevator room at all times, in compliance with the Department of Labour and Elevator Board Regulations. Upon completion of contract provisions, Contractors shall leave all diagrams within the elevator room, removing only their parts cabinet and contents.

E18.2 The Contractor shall maintain a supply of material inventory, coils, leads and generator brushes, lubricants, cleaning materials, and other minor parts in such elevator machine room for the performance of routine preventative maintenance.

E18.3 The Contractor shall maintain a supply of genuine manufacturer's replacement parts or equivalents acceptable as specified in B6 to the Contract Administrator, in his warehouse inventory. This inventory will include, but is not limited to, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, solid state components, selector tapes, door hangers, rollers hoist way limit switches.

## **E19. SAFETY**

E19.1 The Contractor shall examine all safety devices and governors and shall carry out all required tests and examinations per Section 12, Supplemental No. 1-1992 to CAN/CSA-B44-M90 Safety Code for Elevators, Escalators and Dumbwaiters. Annually conducted no load safety tests on each elevator shall occur during September/October of each year and shall be recorded on the monthly inspection report to the Authorized Representative.

E19.2 If the Contractor deems the equipment to be unsafe to operate, he will make sure that it is inoperative and immediately notify the Contract Administrator. The Contractor shall provide adequate barricades, warning signs, out of order signs and all reasonable protections and shall not leave the premises until steps have been taken to protect the public from all hazards. These provisions shall remain in force until the necessary adjustments or repairs are made to make the elevator(s) safe to operate.

E19.3 The Contractor shall be responsible for utilizing the services of the Department of Labour, Province of Manitoba, Elevator Inspection Branch, to determine the adequate factor of safety in compliance with the original manufacturer's specifications and the latest C.S.A. Code B44 and all relating standards, under such circumstances where the Contractor is in doubt as to the prudent and safe operation of the equipment.

## **E20. INSPECTION AND TESTING**

- E20.1 Inspection, testing and maintenance shall be carried out as outlined in the Manitoba Fire Code, Section 7.2, sub-section 7.2.2 and Section 12, Supplemental No. 1-1992 to CAN/CSA-B44-M90 Safety Code for Elevators, Escalators and Dumbwaiters.
- E20.2 The Contractor shall make arrangements with the Contract Administrator, or his approved designate, as to the time and date for all regular inspections. The Contractor's mechanic(s) shall report to the office of the Contract Administrator and make entry in a log, as to arrival and departure times and other information as requested. The Contract Administrator, or his designate, shall be witness to such entries. The log shall be provided by and remain the property of the City of Winnipeg.
- E20.3 The Contractor shall provide the Contract Administrator with a record of the Work undertaken during each visit to the building. The standard checklist normally provided by the Contractor may be used upon approval by the Contract Administrator. The checklist shall be retained within the Building Manager's Office, or the elevator machine room, for review by the Contract Administrator at any time. Work performed and items replaced shall be indicated together with the mechanic's signature.
- E20.4 The City of Winnipeg reserves the right to implement its own standard checklist in lieu of the Contractor's, at any time during the term of the Contract.
- E20.5 The Contractor shall submit, to the Contract Administrator on a monthly basis, reports detailing the Work completed in that month's regular maintenance service provision. The reports may be computer print outs or copies of time sheets indicating the pertinent information.
- E20.6 The Contractor shall submit time tickets for each call back detailing the cause of the call back and the action taken.
- E20.7 The Contract Administrator, or designate, shall have access to the elevator room at all times during the period(s) of the mechanic's visitations to observe, or be informed by the mechanic, or potential problems that may arise.