



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 286-2008**

**SUPPLY AND INSTALLATION OF 2 SLIDE-GATE OPERATORS FOR THE  
OPERATION AND CONTROL OF EXISTING 30 FOOT CANTILIEVERED SECURITY  
GATES - LOCATED AT THE NORTH END WATER POLLUTION CONTROL  
CENTRE, 2230 MAIN STREET**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 SUPPLY AND INSTALLATION OF 2 SLIDE-GATE OPERATORS FOR THE OPERATION AND CONTROL OF EXISTING 30 FOOT CANTILIEVERED SECURITY GATES - LOCATED AT THE NORTH END WATER POLLUTION CONTROL CENTRE, 2230 MAIN STREET

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 30, 2008.
- B2.2 Bids 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. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B3.2 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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 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.
- B3.5 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.
- B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. ADDENDA**

- B4.1 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.
- B4.2 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.
- B4.2.1 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>
- B4.2.2 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 regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 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.

## **B5. SUBSTITUTES**

B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.

B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.

B5.4 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 material, equipment, method or product 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 Contract;
- (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 Contract.

B5.5 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.

B5.6 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.

B5.6.1 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.

B5.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B5.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may 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 B13.

B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B6. BID SUBMISSION**

B6.1 The Bid shall consist of the following components:

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

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid 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.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.5.1 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.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 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;
  - (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.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

- B7.3 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.
- B7.4 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;
  - (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.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B7.4.2 All signatures shall be original.
- B7.5 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 and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.1.1 Prices on Form B: Prices shall include:
- (a) duty;
  - (b) freight and cartage;
  - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
  - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B8.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.
- B8.2 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.
- B8.3 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.
- B8.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B8.1.1 The price on Form B: Prices shall include:
- (a) duty;
  - (b) freight and cartage;
  - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;

- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B8.1.2 The price on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

## **B9. QUALIFICATION**

B9.1 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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations 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>.

B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.5 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.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

B10.1 Bids will not be opened publicly.

B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) 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>

B10.3 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>

B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

### **B11. IRREVOCABLE BID**

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 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.

### **B12. WITHDRAWAL OF BIDS**

B12.1 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.

B12.1.1 Notwithstanding GC.7.05(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.

B12.1.2 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.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid 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 B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

### **B13. EVALUATION OF BIDS**

B13.1 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 B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(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 or minor informalities or irregularities if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B13.4 Further to B13.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.



B13.4.1 If there is any discrepancy between the lump sum price written in figures and the lump sum price written in words, the price written in words shall take precedence.

B13.5 This Contract will be awarded as a whole.

#### **B14. AWARD OF CONTRACT**

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 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.

B14.2.1 Without limiting the generality of B14.2, 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.

B14.3 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.

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B14.4 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.

B14.5 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 the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for the Supply and Delivery of Goods* 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 the Supply and Delivery of Goods*, 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 the supply, delivery and installation of 2 Slide-Gate Operators for the Operation and Control of Existing 30 Foot Cantilevered Security Gates - Located at the North End Water Pollution Control Centre, 2230 Main Street, Winnipeg, Manitoba.

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Award Authority**" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
  - (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (c) "**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;

#### D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Mr. Ron Greening  
Senior Instrumentation Technician  
Wastewater Services Division  
Telephone No.: (204) 986-4847  
Facsimile No.: (204) 986-7015

#### D5. NOTICES

- D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D5.2 GC.7.05 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.
- D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 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.
- D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:
- The City of Winnipeg  
Chief Administrative Officer Secretariat  
Attn: Chief Administrative Officer  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174
- D5.5 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  
Attn: City Solicitor  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

- D6.1 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.

### **D7. WORKERS COMPENSATION**

- D7.1 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.

### **D8. INSURANCE**

- D8.1 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) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;

- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

D8.4 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.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D6;
  - (ii) evidence of the workers compensation coverage specified in D7;
  - (iii) evidence of the insurance specified in D8;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9.3 The Contractor shall commence the Work on the Site within seven (7) Calendar Days of receipt of the Purchase Order.

### **D10. FORFEITURE OF CONTRACT**

D10.3 Notwithstanding GC.8.02 (1) and GC.8.02 (3), the City shall have the full right and power to take the whole of the Work, or any part or parts thereof, out of the hands of the Contractor, without process or action at law, upon giving the Contractor written Notice.

## **MEASUREMENT AND PAYMENT**

### **D11. INVOICES**

D11.1 The Contractor shall submit the invoice to the Contract Administrator, unless otherwise specified.

D11.2 Invoice(s) must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11.4 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.

**D12. PAYMENT**

D12.1 Further to GC.9.03, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**INDEMNITY**

**D13. INDEMNITY**

D13.1 Notwithstanding GC.7.03, the Contractor shall indemnify the City in the amount of two million dollars (\$2,000,000), plus a minimum of twice the Contract value.

**WARRANTY**

**D14. WARRANTY**

D14.1 Warranty is as stated in GC.10.1.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The Goods shall be in accordance with the manufacturer's 3 part architectural specifications which may be viewed at:  
<http://specs.chamberlain.com/architectscorner/go/div2/com/HeavyDuty/slide/SL595.htm>
- E1.3 The Work shall comply with Classification III when tested in accordance with UL325.
- E1.4 The Goods shall be CSA approved and conform to CSA standard 22.2 # 247-92.
- E1.5 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

#### E2. GOODS

- E2.1 The Contractor shall supply, deliver and successfully install, opposing gate operators and all ancillary controls and protections as specified or otherwise required, to operate and control a pair of 30 foot cantilever security gates at the NEWPCC 2230 Main Street, Winnipeg, Manitoba, in accordance with the requirements hereinafter specified.
- E2.2 The equipment and installation shall provide, at minimum, full compatibility with existing gate controls, or shall be demonstrated to provide full functional equivalence in accordance with E1.4.
- E2.3 The Goods shall include two (2) Chamberlain Model SL595 slide-gate operators with 575V, 3 phase, 1 hp motors™, which shall include the following minimum features and controls:
- (a) continuous cycle operation;
  - (b) traveling speed up to 12" per second;
  - (c) operator enclosure fully enclosed, NEMA 3R weather resistant, lockable, 16-gauge or heavier steel enclosure with baked-on high durability powder-coat finish over a 7-gauge or heavier steel frame, with built in heater;
  - (d) operator motor 1hp continuous duty 575 Vac 3 phase with overload protection for cantilever gates up to 1700 lbs and 35 ft in length;
  - (e) drive system gear reduction in synthetic oil bath with electric brake to prevent back driving;
  - (f) fully adjustable open and close limit settings;
  - (g) solid state control board with low voltage control inputs protected from external spikes and surges to provide long distance controls with wiring runs in excess of 1000 feet, and accepting inputs from loop detectors, radio receivers, access control systems, and telephone entry systems;
  - (h) internally mounted radio receiver;
  - (i) inherent obstruction sensing providing separate, single force adjustments for both open and close direction, allowing a closing gate to reverse to the opposite limit and stop when encountering an obstruction;
  - (j) external obstruction sensing, providing separate open and close cycle input connections for external contact and non-contact sensors;
  - (k) through-beam photocell installation to provide UL325/CSA 247 R 2006 compliant safety protection. Install location to be approved by the Contract Administrator.

- (l) UL 325-compliant entrapment warning alarm system, providing ability to offer a warning tone that begins 3 seconds prior to gate movement and continues during gate operation;
- (m) loop detector inputs allowing for the connection of exit, shadow and interrupt loop detectors;
- (n) dual gate operation 2-wire control system that provides for the operation of two separate gate operators in unison at a single entrance and provides the ability to connect accessories to either operator;
- (o) timer-to-close, providing adjustable timer settings between 10 and 180 seconds which resets upon receiving any additional open commands;
- (p) maximum run timer to protect gate and operator by limiting run time to 120 seconds;
- (q) emergency release for manual operation of gate during emergencies and for maintenance work;
- (r) emergency stop: stop button in a weather-tight outdoor enclosure to halt operation of the operator in an emergency situation;
- (s) 24Vac accessory power connection for operator accessories including loop detectors and radio receiver;
- (t) integral thermostat-controlled heater kit;
- (u) installation and site preparation will be done in accordance with manufacturer's specifications;
- (v) mounting firmly secured directly to a concrete pad and shall be plumb and level;
- (w) wiring in accordance with the Manitoba Electrical Code and the Winnipeg Bylaw;
- (x) all wiring clearly labelled;
- (y) the equipment tested and adjusted to ensure proper operation;
- (z) supply of 2 copies of operation, installation and maintenance manuals including wiring diagrams;
- (aa) supply electronic copies of risers, layouts, and special wiring diagrams showing any changes to standard drawings, at completion of the Work;
- (bb) operators shall include 8 remote control radio transmitters to operate the gate.

E2.3 The Work shall include replacing existing gate rollers:

- (a) supply and installation of four adjustable stainless steel roller shafts with sealed bearings on each gate. Ccantilever rollers shall be made of machined combolium 396 nylon.

E2.4 The Work shall include checking and reporting (existing) roadway vehicle sensors status:

- (a) verify condition of roadway vehicle sensors;
- (b) checking for proper resistance from ground and normal signal strength;
- (c) providing a report of the findings.

### **E3. DELIVERY**

E3.1 Work shall be completed within 10 weeks from the placing of an order.

E3.2 The Contractor shall ensure that required technical setup of the Goods will be undertaken immediately after assembly and installation, to the satisfaction of the Contract Administrator.

E3.3 If the Goods are stored at 2230 Main Street prior to installation, Goods shall be delivered f.o.b receiving door 2, freight prepaid, 2230 Main Street – Winnipeg, Manitoba.

E3.3.1 Receiving door 2 is located on South West side of the facility (which is a drive-in level garage if storing).



- E3.3.2 The Contractor shall make coordinate this arrangement, prior to delivery, with the Contract Administrator (noted in D4.)
- E3.4 If delivery coincides with installation, Goods shall be f.o.b. installation site, freight prepaid, 2230 Main Street – Winnipeg, Manitoba.
- E3.4.1 Installation site is located immediately south of the main building.
- E3.4.2 The Contractor shall coordinate the delivery with the Contract Administrator two days prior to delivery of Goods.
- E3.5 Goods shall be delivered between 8:30am and 3:00pm, during City of Winnipeg Business days.
- E3.6 The Contractor shall provide on-site demonstration of the Goods to approximately 7-10 City of Winnipeg employees, which shall be provided within 2 working days of successful setup and installation. The training shall be coordinated with the Contract Administrator.
- E3.7 The Contractor shall be solely responsible for off-load of goods, as directed at the delivery location.
- E3.8 The Contract shall ensure they have the necessary equipment to move the Goods from any access ramp or loading area to its required destination.