



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 2-2012

INSPECTION OF LIFTS, HOISTS AND CRANES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 INSPECTION OF LIFTS, HOISTS AND CRANES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 13, 2012.

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. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator or an authorized representative indicated in D4.2.

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.

B3.3 The Bidder is responsible for determining:

- (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 Plant 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;
- (f) all other matters which could in any way affect his Bid or the performance of the Work.

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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

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 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.

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 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 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid 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 Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.7.1 Samples or other components of the Bid 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.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

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;
 - (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 (2) 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;
 - (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 should be printed below such signatures.
- B8.5 If a Bid is submitted jointly by two (2) 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.

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 C11.1.1, 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.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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; 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.
- B10.2 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 Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B10.3 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).
- B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)
- B10.5 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.
- (a) that the company, the employees and the maintenance personnel will adhere to the inspection procedures and must meet the requirements of M.R. 217/2006, Part 23 related to Cranes and Hoists.
- B10.6 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 Bids will not be opened publicly.
- B11.2 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 Division website 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 Division website at <http://www.winnipeg.ca/matmgt>

B11.4 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.

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 (2) 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 C22.5, 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 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 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, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price 100%;
- (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 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.

- 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 or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B14.5 This Contract will be awarded as a whole.

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 in accordance with B14.
- B15.3.1 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.
- B15.4 Notwithstanding C4.1, 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 C1.1 (n) (ii), 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

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of inspection of lifts, hoist and cranes for the period from May 1, 2012 until April 30, 2013, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on May 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 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) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**CL-B**" means the type is Class B;
- (c) "**CL-C**" means the type is Class C.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Ken M. Stelmack, SCPM, C.P.M., C.I.M.
Contracts Officer

Telephone No.: (204) 986-2293
Facsimile No.: (204) 949-1178

D4.2 DEPARTMENT ADVISOR

Alex Vecherya
Supervisor of Facilities Maintenance (Overhead Cranes)
Winnipeg Transit
421 Osborne Street
Winnipeg MB R3L 2A2

Telephone No.: (204) 986-8330
Facsimile No.: (204) Don Glowatsky
Maintenance Supervisor Unit Rebuild (Vehicle Hoists)
Winnipeg Transit
421 Osborne Street
Winnipeg MB R3L 2A2

Telephone No.: (204) 986-8330
Facsimile No.: (204) 986-3672

Dennis Konowich
Superintendent of Equipment and Shops
Fleet Management Agency (SOA)
770 Ross Street
Winnipeg MB R3E 1C6

Telephone No.: (204) 986-5201
Facsimile No.: (204) 986-3773

Dominique Makar
Director, Mechanical Services
Fire Paramedic Service
2546 McPhillips Street
Winnipeg MB R2P 2T2

Telephone No.: (204) 986-5416
Facsimile No.: (204) 986-6745

Randy Delipper
Supervisor Mechanical Services
Winnipeg Police Services
55 Princess Street
Winnipeg MB R3C 2Z7

Telephone No.: (204) 986-6293
Facsimile No.: (204) 986-7793

Terry Wazny
Superintendent of Wastewater Collection
Water and Waste
109-1199 Pacific Avenue
Winnipeg MB R3E 3S8

Telephone No.: (204) 986-3492
Facsimile No.: (204) 986-3745

- D4.3 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 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. NOTICES

D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

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. 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 seven (7) Calendar Days from notification of the award of Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D9. SECURITY CLEARANCE

D9.1 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.

D9.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Bureau of Police Records, 4th Floor, 151 Princess Street:

- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Bid Opportunity Number in the space provided. This form can be found on the website at: www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc
 - (i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;

- (ii) Individuals will need to sign and date Section 3 of the form.
 - (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at: www.winnipeg.ca/police/BPR/id.stm
 - (c) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at: www.winnipeg.ca/police/BPR/fees.stm
- D9.2.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- D9.3 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 the Work.
- D9.4 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.
- D9.5 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.
- D9.6 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 any Work.

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 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.
- D10.2 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 D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8;
 - (iv) the security clearances specified in D9.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D11.1 Further to C6.23, 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).

D12. QUALIFICATION OF CONTRACTORS

- D12.1 Further to B10; the Contractor shall be fully qualified, having a minimum of three (3) year experience with the necessary personnel and equipment to carry out the work described herein.

- D12.2 The work that is to be performed requires thorough knowledge of and experience with the inspection, maintenance and repair of hoist and overhead cranes and satisfying the requirements of the Workplace Safety and Health Act (C.C.S.M. c. W210), Regulation 99/88 R, this information is available at the Manitoba Government website: www.gov.mb.ca/laws/regs
- D12.3 The Contractor shall be fully qualified, having the necessary personnel and equipment to carry out the work described herein. The Contractor shall have a minimum of two (2) staff members who are trained and experienced in the inspection, maintenance and repair of hoist and overhead cranes.
- D12.4 The Contractor shall have one (1) service lift properly equipped to perform the inspection, maintenance and repair of hoist and overhead cranes at all of the facilities.

D13. SAFETY

- D13.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D13.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D13.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated.

D14. EMPLOYEE BEHAVIOUR AND SUPERVISION

- D14.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
 - (b) do not smoke within a City facility;
 - (c) obey all posted safety rules;
 - (d) leave all furnishings, equipment etc. moved during the inspection and testing, in an "as found" condition at the completion of the work;
 - (e) use their own radio(s) or telephones or cellular telephones necessary for on site communication; and
 - (f) when employees are in the facility, that it is kept secure from entry by unauthorized persons.
- D14.2 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this contract. No one other than the Contractor and his driver or helper shall be allowed on the City of Winnipeg owned property.

D15. PERFORMANCE RELIABILITY

- D15.1 The responsibility for the complete unit, its performance and reliability shall rest upon the Contractor.
- D15.2 The term “repeat failures” as used herein is defined to mean that the same component, subassembly, or assembly develops repeated defects, breakdowns and/or malfunctions rendering the unit inoperative, or required repeated shop correction, service and/or replacement during the warranty period applicable for said component, subassembly, or assembly. Minor items or ordinary service adjustments are not included, or considered under the scope of “repeated failures”, as well as other factors, such as operational damage due to accidents, misuse or lack of proper maintenance, service and lubrication attention by not following the manufacturer’s preventative maintenance schedules.
- D15.3 Where the unit develops “repeated failures” in service, the Contractor shall make any necessary engineering changes, repairs, alterations or modifications in order to guarantee reliability of performance.

D16. INSPECTION

- D16.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D16.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D17. ORDERS

- D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D18. RECORDS

- D18.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D18.2 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.
- D18.3 The Contractor shall provide the Contract Administrator with a copy of the usage records for each year within thirty (30) Calendar Days of the end of year one (1) and within thirty (30) Calendar Days at the end of any Contract extension period should the Contract be extended.

MEASUREMENT AND PAYMENT

D19. INVOICES

- D19.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:
The City of Winnipeg

Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-0864
Email: CityWpgAP@winnipeg.ca

- D19.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase 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.
- D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D19.4 Bids Submissions must be submitted to the address in B7.7.

D20. PAYMENT

- D20.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D20.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D21. WARRANTY

- D21.1 Notwithstanding C12, the warranty period for each item of Work supplied shall begin on the date of successful inspection and shall expire one (1) year thereafter unless extended pursuant to C12.3, in which case it shall expire when provided for thereunder.
- D21.1 Further to C12, 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.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. SERVICES

- E2.1 The Contractor shall inspection hoist and cranes in accordance with the requirements hereinafter specified.
 - E2.1.1 Item Nos. 1 - 6 shall be inspected on a semi-annual basis at the Fleet Management Agency facility located at 1539 Waverley Street.
 - E2.1.2 Item Nos. 7-12 shall be inspected on a semi-annual basis at the Fleet Management Agency facility located at 195 Tecumseh Street.
 - E2.1.3 Item Nos. 13-16 - shall be inspected on an semi-annual basis at the Fleet Management Agency facility located at 215 Tecumseh Street
 - E2.1.4 Item Nos. 17- 18 shall be inspected on a semi-annual basis at the Fleet Management Agency facility located at 2170 Main Street.
 - E2.1.5 Item No's 19 - 22 shall be inspected on a semi-annual and annual basis at the Winnipeg Fire Dept. facility at 2546 McPhillips Street.
 - E2.1.6 Item No's. 23 - 25 shall be shall be inspected on an annual basis at Winnipeg Police facility located at 55 Princess Street.
 - E2.1.7 Item No's. 26 - 44 shall be shall be inspected on an annual basis at Winnipeg Transit facility located at 421 Osborne Street.
 - E2.1.8 Item No. 45 shall be shall be inspected on an annual basis at Winnipeg Transit facility located at 1520 Main Street.
 - E2.1.9 Item No. 46 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at
 - E2.1.10 Item No. 47 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at 246 Churchill Dr.
 - E2.1.11 Item No. 48 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at 5719 Roblin Blvd.
 - E2.1.12 Item No's. 49 and 50 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at 65 Crane Ave.
 - E2.1.13 Item No. 51 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at 3100 Bishop Grandin Blvd.
 - E2.1.14 Item No. 52 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at 4 Mazonod Road.
 - E2.1.15 Item No's. 53 and 54 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at 136 Enfield Crescent.
 - E2.1.16 Item No. 55 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at 1335 Wilkes Avenue.
 - E2.1.17 Item No. 56 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at 6 Lyndale Drive.

- E2.1.18 Item No. 57 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at 105 Mayfair Avenue.
- E2.1.19 Item No. 58 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at 139 Bournais Drive.
- E2.1.20 Item No. 59 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at 23 Archibald Street.
- E2.1.21 Item No. 60 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at 418 Oxbow Bend Drive.
- E2.1.22 Item No's. 61 and 62 shall be shall be inspected on an annual basis at Winnipeg Treatment Plant Transit facility located at 360 McPhillips. Street.
- E2.2 The Contractor shall inspect all lifts, hoists and overhead cranes in accordance with the Canadian Standards Association (C.S.A.) Standard B167-96 (R2002), with their own equipment.
- E2.3 The Contractor shall provide and maintain a logbook for the equipment, each logbook shall be maintained in accordance with the Workplace Safety and Health Act (C.C.S.M. c. W210), Regulation 99/88 R and shall show the maintenance and inspection history of the equipment at each location.
- E2.4 The Contractor shall provide the Department Contact or Shop Foreman or Supervisor with a condition report identifying any recommended repairs to the hoist or overhead crane. The condition report that is submitted for approval to the City. The report shall consist of a detailed description of the work to be performed, materials required, material costs, hourly labour rate and total number of labour hours required.
- E2.5 Any material or components not herein specifically mentioned or included, but may be required and complete, and place the equipment in successful operation, shall be furnished by the Contractor as though specifically mentioned in this Bid Opportunity document. The Contractor shall supply the equipment and all components and all features which are normally considered to be standard on that equipment, unless specifically excluded.

E3. COMPLETION OF WORK

- E3.1 Work shall be performed on an "as-required" basis during the term of the Contract at the locations within the City.
 - E3.1.1 Work shall commence within five (5) Working Days of the placing of an order, except where otherwise agreed at the time of ordering.
 - E3.1.2 Work shall be completed within two (2) Working Day of commencement, except where otherwise agreed at the time of ordering.
 - E3.1.3 The Contractor shall promptly report any delay or change to an agreed commencement or completion date to the User.
- E3.2 Work shall be performed between 7:30 a.m. and 4:30 p.m. on Business days, time will differ at each location.
- E3.3 The inspection of hoists and overhead cranes at 421 Osborne Street and 1520 Main Street shall be performed after 2:30 p.m.