



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 754-2012**

**PROVISION OF INSPECTION AND TESTING OF SPRINKLER SYSTEMS AND FIRE  
ALARM SYSTEMS INCLUDING EMERGENCY LIGHTING**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF INSPECTION AND TESTING OF SPRINKLER SYSTEMS AND FIRE ALARM SYSTEMS INCLUDING EMERGENCY LIGHTING

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 19, 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.

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

B3.4 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; and
- (f) all other matters which could in any way affect his/her 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/she 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/her 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/she 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/her 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/her own name, his/her 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/her 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/her 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/her 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 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);
- (d) provide proof satisfactory to the Contract Administrator the Security Clearances as identified in Appendix 1.
- (e) have service personnel performing inspections, tests or maintenance on fire alarm systems and components that:
  - (i) have successfully completed the Fire Alarm Technician Certificate Program approved by the Canadian Fire Alarm Association; or
  - (ii) have successfully completed any other program or course approved by the Fire Commissioner; or
  - (iii) work under the on-site supervision of a person who has completed the program or course specified in (i) or (ii); or
- (f) work with a fire alarm company listed under the Fire Alarm Certificate Service of Underwriters'.
- (g) have personnel performing the Work to possess a valid Alarm Technician Certificate from a program approved by the Canadian Fire Alarm System Association to inspect and test:
  - (i) fire alarm systems;
  - (ii) emergency lighting;
  - (iii) backflow prevention devices.



B10.4 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.

B10.5 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.

### **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 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/her 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/her Bid after the Submission Deadline but before his/her 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/her Bid or in other information required to be submitted, that he/she 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 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/her 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](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 and Testing of Sprinkler systems and Fire Alarm systems including Emergency Lighting for the period of February 1, 2013 until January 31, 2014 , with the option of five (5 ) 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 February 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### 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) "**Confined Space** " means Provincial Regulation "Confined Space" means an enclosed or partially enclosed space that:
  - (i) except for the purpose of performing work, is not primarily designed nor intended for human occupancy;
  - (ii) has restricted means of access (entering or exiting).

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Alex Vecherya  
Supervisor of Facilities Maintenance  
Telephone No. 204 986-3821

D4.2 Bids Submissions must be submitted to the address in B7.7.

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/her employ.
- D5.2 Before commencement of Work, the Contractor shall identify his/her 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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract Notices.

## **D7. NOTICES**

- D7.1 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**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 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.

### **D9. INSURANCE**

- 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 (\$5,000,000.00) 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 applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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.

D9.4 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.

D9.5 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.

## **CONTROL OF WORK**

### **D10. COMMENCEMENT**

D10.1 The Contractor shall not commence any Work until he/she 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 D8;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) evidence of the insurance specified in D9;
  - (iv) evidence of certification specified in B10.3(g); and
  - (v) evidence of security clearances specified in B10.3(d).
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D11. SAFETY**

D11.1 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.

D11.2 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.

D11.3 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.

## **D12. INSPECTION**

- D12.1 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.
- D12.2 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.

## **D13. ORDERS**

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **D14. RECORDS**

- D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D14.2 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.
- D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

- D15.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed 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](mailto:CityWpgAP@winnipeg.ca)

- D15.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of service;



- (c) service address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15.4 Bids Submissions must be submitted to the address in B7.7.

**D16. PAYMENT**

D16.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D17. WARRANTY**

D17.1 Warranty is as stated in C12.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- 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 provide inspection and testing of sprinkler systems and fire alarm systems including emergency lighting in accordance with the requirements hereinafter specified.
- E2.2 The Contractor shall issue a work order for each service request, signed by a representative of the City, at the time and location the Work was performed. A copy of the work order shall be included with the invoice otherwise the invoice shall be considered incomplete and will not be processed for payment.
- E2.3 The Contractor shall be responsible for the complete inspection and testing of sprinkler systems and fire alarm systems including emergency lighting equipment in accordance with the requirements hereinafter specified:
- (a) Inspection and testing shall be conducted in accordance with the current Manitoba Fire Code including amendments thereto and applicable referenced standards;
  - (b) Should a new edition be published before close of this quotation or the expiry of the Contract, then it shall be the new edition to which the Work shall be performed;
  - (c) An Inspection shall be performed for a location by performing the Inspection during consecutive days unless agreed to by the Contract Administrator and/or designate.
- E2.4 Inspection shall include the backflow devices that are connected to the sprinkler systems and shall form part of the Inspection/Testing Report. These inspections are to be performed by qualified personnel.
- E2.5 The Contractor, at some locations, shall be required to work in Confined Spaces
- E2.6 The Contractor shall supply all labour, materials, tools, equipment, ladders, lifts and supervision necessary to perform the Work, except as otherwise stipulated hereinafter.
- E2.7 The Contractor shall use their own radio or cellular telephones necessary for on-site communication.
- E2.8 The Contractor shall provide all electronic and paper copy inspection/testing forms for each Site.
- E2.9 The Contractor may perform all Work during the normal workday provided the bell circuits are disabled. The Contractor shall coordinate with the Contract Administrator and/or designate a time to test the bell circuits prior to the normal working hours for locations where the ringing of the bells may seriously impede regular business as determined by the Contract Administrator and/or designate.
- E2.10 The Inspection & Testing cost shall include the cost of labour for installing minor parts. All repairs in excess of \$10.00 during the Inspection & Testing require prior approval by the Contract Administrator and/or designate before commencement of repairs. Verbal approvals may be provided at the discretion of the Contract Administrator and/or designate.
- E2.11 The Inspection and Testing of all Emergency Lighting Systems (including Inspection/Testing Report) shall be included in the inspection price for Fire Alarm Systems.

- E2.12 Major repair/maintenance parts not normally incidental to inspection and testing may be contracted to the City (if authorized by the Contract Administrator and/or designate) at the price stipulated in a quote. Repair quotes shall be provided before, or together, with the Inspection/Testing Report.
- E2.13 All parts supplied by the Contractor shall be new unless otherwise specifically authorized.
- E2.14 The Contractor shall schedule all inspections with the Contract Administrator and/or designate **prior** to inspection.
- (a) A complete listing of estimated completion dates and times of intended inspections must be submitted to the Contract Administrator and/or designate for approval fifteen (15) Working Days prior to testing.
- E2.15 The Contractor shall complete Inspection/Testing Reports for each location and send the completed, dated, and signed Reports to the Contract Administrator and/or designate for that location within ten (10) Business Days of the inspection/test.
- E2.16 Inspection/Test Reports shall be given to the Contract Administrator and/or designate for review and approval prior to payment. Each Inspection/Testing Report shall have sections for identifying items requiring maintenance as determined by the Contractor's inspection and testing under separate subsections identified as Deficiencies, Recommendations, and Notes.
- (a) Should the Contract Administrator and/or designate find the inspection not to code(s) or per this Contract, the Contractor, at his expense, shall correct all discrepancies within forty-eight (48) hours;
- (b) The Inspection/Testing Reports shall be provided with certificates by mail as well as electronically (pdf format);
- (c) The Inspection/Testing Reports, where there are deficiencies, shall include a quote for the repairs to be done and shall also be provided by mail and electronically (pdf format).
- E2.17 It is the Contractor's responsibility to test all devices, for a fire alarm system (including emergency lighting) in accordance with CAN/ULCF-S536-M97.
- (a) The Contractor is responsible and shall make every effort (including contacting the Contract Administrator and/or designate for assistance regarding access issues) to gain access in order to test all devices.
- (b) Under no circumstances shall the Contractor leave replacement devices with City personnel due to the location of the device being inaccessible.
- E2.18 Inspection/Testing Reports for fire alarm systems and emergency lighting must be in accordance with Appendix A and Appendix B of CAN/ULCF-S536-M97 and amendment thereto.
- E2.19 Inspection/Testing Reports for sprinkler systems must be acceptable in format and content to the City of Winnipeg, Fire Prevention Branch and must indicate all inspection and testing requirements as per the current Manitoba Fire Code.
- E2.20 Inspection/Testing Reports for backflow devices must be acceptable in format and content to the City of Winnipeg, Environmental Standards Division, Water and Waste Department. The Contractor is responsible to request and utilize the Test forms for backflow devices from the City of Winnipeg, Environmental Standards Division, Water and Waste Department.
- E2.21 Work at each location shall commence within five (5) working days after the request of the Contract Administrator and/or designate is received by the Contractor.
- E2.22 The keys, for buildings being inspected, shall be picked up at the Central Control Office and returned to the Central Control Office on the same day of inspection by the technician doing the inspection.
- E2.23 The Contractor must coordinate with the elevator company for access to the smoke detectors in the elevator shafts.

- (a) The inspection of these units is the responsibility of the Contractor;
- (b) There will be no charge to the Contractor to gain such access; and
- (c) A list of the elevator companies and their contact information will be given to the Contractor upon award.

E2.24 The scheduling of all inspections shall be directed and approved by the Contract Administrator and/or designate with the intent of completing the Inspections by the anniversary date of an Inspection. Several inspections may not be required the first year of the Contract due to the inspection anniversary due date being the following year.

E2.25 All reports are to be sent to the Contract Administrator (or designate) indicated in D4.

### **E3. EMERGENCY SERVICE FOR FIRE ALARM AND SPRINKLER SYSTEMS**

E3.1 The Contractor may be required to perform service in an emergency situation as follows:

- (a) Monday thru Friday 24/7 all locations;
- (b) Saturday/Sunday/Holidays 24/7 all locations.

E3.2 The Contractor shall respond to emergency calls by:

- (a) attending the Site within one (1) hour of call being made by the City during regular business hours. Before or after regular business hours, in the event where a voicemail is left by the City, the call shall be returned within one (1) hour and the Contractor shall attend the Site within one hour of responding to the call;
- (b) each emergency call shall be issued a work order by the City of Winnipeg and the Contractor shall provide a detailed work order for the emergency call signed by a City Of Winnipeg representative at the time of the repair in accordance with E2.2; and
- (c) all necessary repairs shall be completed at the time of the service call unless otherwise approved by the Contract Administrator and/or designate.

E3.3 The Contractor shall provide a telephone number at which he may be contacted twenty-four hours each day, seven days every week and shall respond in accordance with E3.2(a).

### **E4. DETAILED SPECIFICATIONS AND LOCATIONS**

E4.1 Item No. 1 - Fort Rouge Transit Facility ,the Contractor shall:

- (a) Inspect and test entire facility fire alarm system, including emergency lighting including but not limited to the following:
  - (i) One (1) Fire Alarm System, comprised of two (2) Notifier NFS-640 Fire Alarm Control Panels, One (1) Master Panel located in Building A and One (1) Remote Panel located in Building B as shown on three (3) drawings in Appendix B "Fort Rouge Transit Garage, Overview of Fire Alarm System";
  - (ii) One Hundred and Twenty-eight (128) Wall Mounted Emergency Lighting Units, typical unit is 6 volts 18 watts, there are a few 6 volts units with multiple remote heads varying in power from 36 up to 100 watts as shown on three (3) drawings in Appendix B "Fort Rouge Transit Garage, Overview of Emergency Lighting System".
  - (iii) Annual Inspections and Tests to be done on or around July 1 annually.
- (b) Inspect and test entire facility sprinkler system (as shown on two (2) drawings in Appendix A "Fort Rouge Transit Garage, Overview of Sprinkler System") including, but not limited to:
  - (i) Fourteen (14) Automatic Sprinkler Systems, nine (9) 6" Grinnell Model "A" alarm valves, three (3) 8" Grinnell Model "A" alarm valves and two (2) 6" Reliable Model "E" alarm valves;
  - (ii) Three (3) Glycol Loops, one (1) Carpenter Shop Dust Collector, one (1) Paint Shop Mechanical Room and one (1) Cyclone Cleaner Loop which feeds two cyclone cleaners;

- (iii) Three (3) Paddle Type Water Flow Switches;
- (iv) Two (2) Wall Mount Fire Hoses;
- (v) Ten (10) Water Gongs;
- (vi) Four (4) Wall Hydrants, four (4) McAvity Hydrants;
- (vii) Three (3) Underground Valve Pits, one (1) Osborne Street North, one (1) Osborne Street South and one (1) Brandon Avenue.

(c) Annual Inspections and Tests to be done on or around July 1 annually.

E4.2 Item No. 2 - Carruthers Transit Facility, the Contractor shall:

- (a) Inspect and test entire facility fire alarm system, including emergency lighting at Carruthers Transit Garage, Overview of Emergency Lighting System") including but not limited to the following:
  - (i) One (1) Fire Alarm System, comprised of one (1) Notifier NFS-640 Fire Alarm Control Panel;
  - (ii) Twenty Three (23) Wall Mounted Emergency Lighting Units, typical unit is 6 volts 18 watts, there are a few 6 volts units with multiple remote heads varying in power from 36 up to 100 watts;
  - (iii) Annual Inspections and Tests to be done on or around July 1 annually.
- (b) Inspect and test entire facility sprinkler system at Carruthers Transit Garage, Overview of Sprinkler System", including but not limited to the following:
  - (i) Four (4) Automatic Sprinkler Systems, two (2) 6" Viking alarm valves and two (2) 6" Automatic alarm valves;
  - (ii) Four (4) Paddle Type Water Flow Switches;
  - (iii) Four (4) Incoming Water Mains c/w fire department connections and check valves, one (1) Northwest Quadrant of Building, one (1) Northeast Quadrant of Building, one (1) Southwest Quadrant of Building and one (1) Southeast Quadrant of Building.
  - (iv) Annual Inspections and Tests to be done on or around July 1 annually.

E4.3 Item No. 3 - Osborne Bus Station the Contractor shall:

- (a) Inspect and test entire facility fire alarm system, including emergency lighting including but not limited to the following:
  - (i) One (1) Fire Alarm System, comprised of one (1) Notifier NFS-320 Fire Alarm Control Panel;
  - (ii) Ten (10) Wall Mounted Emergency Lighting Units, Model: 2 – Aimlite EBST24 550 2MW20WQ;
  - (iii) Annual Inspections and Tests to be done on or around July 1 annually.
- (b) Inspect and test entire facility Dry Pipe Sprinkler System including but not limited to the following:
  - (i) 4" Zurn Wilkins Double Check Backflow Model 350A;
  - (ii) Tyco Dry Pipe Valve;
  - (iii) National Fire 4" 30 Degree Storz Fire Department Connection and Tyco Model TY-FRB Brass Uprights Sprinklers
  - (iv) Annual Inspections and Tests to be done on or around July 1 annually.

## E5. REPAIRS

E5.1 Major repairs/maintenance are not incidental to this Contract, however, the Contractor may perform major repairs/maintenance on an "as-required" basis only if specifically authorized by the Contract Administrator. Authorization for a predetermined dollar amount may be negotiated with the Contractor in order to allow for continuity of the Work or the Contract Administrator may assign journeymen.

**E6. PARTS**

- E6.1 Minor repairs/maintenance incidental to this Contract may be required on an "as required" basis if authorized by the Contract Administrator. Authorization for a predetermined dollar amount may be negotiated with the Contractor in order to allow for continuity of the Work or the Contract Administrator may assign journeymen.

## APPENDIX A SECURITY CLEARANCE

### 1. SECURITY CLEARANCE

- 1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate including a Vulnerable Sector Screening from the any of the following;
  - (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Corps of Commissionaires, forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- 1.2 The following is a link to information for obtaining the Criminal Record Search certificate from the City of Winnipeg Police Service.  
[http://winnipeg.ca/police/pr/info\\_request.stm#crim\\_record\\_search](http://winnipeg.ca/police/pr/info_request.stm#crim_record_search).
- 1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below,  
[http://winnipeg.ca/police/pr/info\\_request.stm#crim\\_record\\_search](http://winnipeg.ca/police/pr/info_request.stm#crim_record_search).
  - (i) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.