



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 643-2014

**PROVISION OF ELEVATOR MAINTENANCE FOR VARIOUS CITY OF WINNIPEG
FACILITIES**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Bid Submission	3
B9. Bid	4
B10. Prices	4
B11. Qualification	5
B12. Opening of Bids and Release of Information	6
B13. Irrevocable Bid	6
B14. Withdrawal of Bids	6
B15. Evaluation of Bids	7
B16. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	2
D4. Contract Administrator	2
D5. Contractor's Supervisor	2
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	3

Submissions

D8. Authority to Carry on Business	3
D9. Insurance	3

Control of Work

D10. Commencement	4
D11. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	4
D12. The Workplace Safety and Health Act (Manitoba) – Qualifications	4
D13. Safety	4
D14. Inspection	4
D15. Orders	5
D16. Records	5

Measurement and Payment

D17. Invoices	5
D18. Payment	5
D19. Purchasing Card	6

Warranty

D20. Warranty	6
---------------	---

PART E - SPECIFICATIONS

General

E1. Service To Be Provided	1
E2. Services Provided by the Contractor	1
E3. Work Not Included In Contract	1
E4. Frequency of Routine Scheduled Visits	1
E5. Call-Backs	1
E6. Notice Of Repairs	2
E7. Adjustments	2
E8. Emergency Power Generator System Testing	2
E9. Contractor's Responsibilities	2
E10. Labour	2
E11. Performance – Contract Speed	2
E12. Group Dispatching	3
E13. Damage	3
E14. Materials	3
E15. Storage	3
E16. Contractor's Inventory	4
E17. Safety	4
E18. Inspection, Testing	5
E19. Inspections – Reporting	5
E20. Work	5
E21. Performance Of Contractor's Obligations	6
E22. Service Reduction	6
E23. Notice	6
E24. Response Time	6

PART F - SECURITY CLEARANCES

F1. Security Clearance For Work Performed At Locations Other Than Winnipeg Police Stations Or Service Centres	1
F2. Security Clearance For Work Performed At Winnipeg Police Stations And Service Centres	2

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF ELEVATOR MAINTENANCE FOR VARIOUS CITY OF WINNIPEG FACILITIES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 9, 2014.

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 Sites are identified in D2.2.

B3.2 Further to C3.1, the Contract Administrator or an authorized representative will provide Bidders with onetime access to each Site requested by the Bidder.

B3.3 Bidder shall request Site access by emailing the Contract Administrator with a list of all Sites they want to visit.

B3.4 The Contract Administrator or an authorized representative will make all reasonable efforts to provide access to the Sites requested by the Bidder.

B3.5 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall 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. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.2.1 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>
- B6.2.2 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.
- B6.3 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.

- B7.5 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.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B15.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
 - (a) Form A: Bid;
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 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 B15.1(a).
- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.7 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

B8.7.1 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.

B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178

B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 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.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 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.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

- B10.1.1 Notwithstanding C11.1.3, 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.
- B10.2 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.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

- B11.1 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.
- B11.2 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>
- B11.3 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); and
 - (d) obtain Security Clearances in accordance with PART F - .
- B11.4 Further to B11.3(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 copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (c) 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/>.)

B11.5 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.

B11.6 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.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 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/>

B12.3 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/>

B12.4 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.

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B13.2 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.

B14. WITHDRAWAL OF BIDS

B14.1 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.

B14.1.1 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.

B14.1.2 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.

B14.1.3 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 B14.1.3(b), declare the Bid withdrawn.

B14.2 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 B13.2 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.

B15. EVALUATION OF BIDS

B15.1 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 B11 (pass/fail);
- (c) Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7;
- (e) costs to the City of administering multiple contracts.

B15.2 Further to B15.1(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.

B15.3 Further to B15.1(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.

B15.4 Further to B15.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B15.5 This Contract may be awarded as a whole or separately by Item 1 through 25 as identified on Form B: Prices. Items 26, 27 and 28 pertain to items 1 through 25 and the Bidder is required to bid on items 26, 27 and 28 regardless of which alternative they choose.

B15.5.1 Notwithstanding B10.1, the Bidder may, but is not required to, bid on all items 1 through 25.

B15.5.2 Further to B15.5 and B15.5.1. Notwithstanding B10.1, if the Bidder bids as a whole or separately by item, the Bidder is required to bid on items 26, 27 and 28 also.

B15.5.3 Notwithstanding B16.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all items/locations, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract as a whole.

B15.6 This Contract may be awarded as a whole or separately by item as identified on Form B: Prices.

B16. AWARD OF CONTRACT

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 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.

- B16.2.1 Without limiting the generality of B16.2, 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.
- B16.3 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 B15.
- B16.3.1 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.
- B16.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 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 Elevator Maintenance Service for the period from January 1, 2015 until December 31, 2019, with the option of one (1) 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 January 2020 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 major components of the Work are as follows:

- (a) 6 Fermor Avenue - 1 Dumbwaiter;
- (b) 25 Poseidon Bay - 1 Passenger Elevator;
- (c) 25 Poseidon Bay - 1 H/C Lift;
- (d) 66 Allard Avenue - 1 Dumbwaiter;
- (e) 100 Ed Spencer Drive - 1 Passenger Elevator;
- (f) 111 Victoria Avenue - 1 Passenger Elevator;
- (g) 111 Victoria Avenue - 1 Dumbwaiter;
- (h) 130 Allard Avenue - 1 Stair Lift;
- (i) 151 Princess Street - 4 Passenger Elevators;
- (j) 171 Princess Street - 2 Passenger Elevators;
- (k) 185 King Street - 3 Passenger Elevators;
- (l) 251 Donald Street - 1 Dumbwaiter;
- (m) 365 Main Street - 8 Escalators;
- (n) 365 Main Street - 1 H/C Elevator;
- (o) 365 Main Street - 4 H/C Lifts;
- (p) 380 William Avenue - 1 Passenger Elevator;
- (q) 380 William Avenue - 1 Stair Lift;
- (r) 604 St. Mary's Road - 1 Stair Lift;
- (s) 644 Parkdale Street - 1 Passenger Elevator;
- (t) 752 McGee Street - 1 Freight Elevator;
- (u) 1155 Pacific Avenue - 1 Passenger Elevator;
- (v) 1377 Clarence Avenue - 1 Passenger Elevator;
- (w) 1400 Henderson Highway - 1 H/C Lift;
- (x) 1539 Waverley Street - 1 H/C Lift;

(y) 1910 Portage Avenue - 1 Passenger Elevator.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 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.

D2.3.2 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;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Dave Ruchkall, P. Eng.

Supervisor of Program Services

Municipal Accommodations Division

Planning, Property & Development

Telephone No. 204 986-6542

E-mail: druchkall@winnipeg.ca

D4.2 Bids Submissions must be submitted to the address in B8.7.

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.

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 (\$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 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; and
 - (iv) the security clearance specified in PART F - .
 - (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. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D12.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

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) fire hazards in or about the Work are eliminated;

D14. INSPECTION

- D14.1 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.

D14.2 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.

D15. ORDERS

D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D16. RECORDS

D16.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D16.2 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.

D16.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D17. INVOICES

D17.1 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

D17.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of provision of service;
- (c) address at which service was provided;
- (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.

D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17.4 Bids Submissions must be submitted to the address in B8.7.

D18. PAYMENT

D18.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D18.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D19. PURCHASING CARD

D19.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D19.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

WARRANTY

D20. WARRANTY

D20.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. SERVICE TO BE PROVIDED

- E1.1 The Contractor shall be responsible for the elevator maintenance service at the location(s) identified in D2.2.
- E1.2 The Contractor shall be responsible for ensuring that up-to-date wiring diagrams, manufacturer's manuals, leaflets, and other information relevant to the maintenance of the equipment are in the elevator room prior to the commencement of the service. All wiring diagrams, manuals, leaflets, etc., are the property of the City of Winnipeg and are not to be removed for any reason from the elevator room.

E2. SERVICES PROVIDED BY THE CONTRACTOR

- E2.1 The Contractor shall provide a **FULL MAINTENANCE SERVICE** which the Work shall consist of but is not limited to the following: maintaining the elevator equipment in its original condition, regularly examining, cleaning, lubricating and making **all repairs and replacement parts to the entire elevator equipment**, including within the machine rooms, hoist way, pit, and car top, as outlined in the Specifications. (with exceptions listed in E3.1, E3.2 and E3.3). All Work shall be done in a careful, workmanlike manner, acceptable to the Contract Administrator.

E3. WORK NOT INCLUDED IN CONTRACT

- E3.1 The Contractor shall assume no responsibility for the following items of elevator equipment which are not included in this Contract:
- (a) car enclosures (including removable panels, door panels, car gate bodies, plenum chambers, hung ceilings, light diffusers, light tubes, bulbs and ballasts, mirrors and tile flooring or carpets);
 - (b) hoist way gate bodies;
 - (c) frames and sills;
 - (d) buried cable and cylinders.
- E3.2 In the event of careless damage (operating conditions outside of the normal environment) or malicious damage (vandalism) being done to the elevator equipment, the Contractor shall first obtain permission from the Contract Administrator before proceeding with any chargeable repairs.
- E3.3 Work necessitated by careless or malicious damage, once approved by the Contract Administrator, shall result in extra payments to the Contractor calculated at the prices shown as Items 26, 27 and 28 on the Form B: Prices.

E4. FREQUENCY OF ROUTINE SCHEDULED VISITS

- E4.1 In addition to any other Work required, the Contractor shall provide monthly inspections of each elevator in accordance with a pre-arranged scheduled. Do not include scheduled maintenance as part of a call-back.

E5. CALL-BACKS

- E5.1 In the event that the equipment malfunctions or needs adjustment between scheduled visits, the Contract Administrator shall advise the Contractor and the Contractor shall promptly provide call-back service at all hours of the day, 24 hours per day and 365 days of the year. The cost of all call-backs necessitated by normal wear and tear shall be included in the Contract price.

- E5.2 All Work shall be in compliance with the original manufacturer's specification and the latest CAN/B44 Code for elevators.
- E5.3 The Work of this Contract is to cover all normal wear and tear to the elevator equipment. Any repairs due to vandalism or operating conditions outside of the normal environment in which the equipment was designed to operate shall result in extra payments under Clause E3.
- E5.4 The entire payment for the service to be provided as described In Clause E2 shall be as shown on Form B: Prices.

E6. NOTICE OF REPAIRS

- E6.1 The Contractor shall provide the Department with as much advance notice as possible of major maintenance repairs for which the Contractor is responsible or which become necessary because of careless or malicious damage including cleaning that has been planned for the elevator giving approximate dates for such Work.

E7. ADJUSTMENTS

- E7.1 The Contractor shall examine the equipment and make adjustments as required to maintain contract speed and performance, smooth operation, including operation of groups supervisory control systems. This applies also to all solid state and electronics components.

E8. EMERGENCY POWER GENERATOR SYSTEM TESTING

- E8.1 The contractor shall not normally be required to make any tests to the elevator equipment utilizing emergency power supply. Where such supply is available, the testing of the emergency system will be normally undertaken by the City of Winnipeg.

E9. CONTRACTOR'S RESPONSIBILITIES

- E9.1 The Contractor shall maintain the elevator equipment herein as per the original manufacturer's specifications and the latest CAN/B44 Safety Code for Elevators.
- E9.2 The Contractor shall be responsible for ensuring that the specified Works herein described, or as otherwise required in current and relevant manufacturer's instruction/manuals are diligently executed and rigidly adhered to, including the required number and frequency of servicing and inspections of the equipment.

E10. LABOUR

- E10.1 The Contractor/Subcontractor shall only use trained personnel directly in his/her employment with proper supervision. The elevator mechanics shall be qualified to keep the equipment properly adjusted and maintained and shall hold a valid limited Electrical License issued by the Department of Labour, Province of Manitoba.
- E10.2 The Contractor/Subcontractor shall maintain, for the duration of the contract, a complement of personnel with the required security clearances in PART F - necessary to perform the Work.
- E10.3 Any supervisor or worker not acceptable to the Contract Administrator because of improper conduct or security, shall upon notice to the Contractor, be removed from the location of Work and replaced forthwith unless the Contractor can show valid reason to the contrary.

E11. PERFORMANCE – CONTRACT SPEED

- E11.1 The Contractor shall agree, where applicable, to maintain the original equipment speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and to perform the necessary adjustments, as required, to maintain the original door opening and closing time, within limits of applicable codes.

E12. GROUP DISPATCHING

E12.1 The Contractor shall, where applicable, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer.

E13. DAMAGE

E13.1 The Contractor shall be responsible for all damage which may occur to the equipment during this Work, due to faulty or negligent workmanship on the part of his/her employees.

E13.2 The Contractor shall also be held responsible for any damage caused to the building or its contents which may occur during the Work, where such damage is directly attributable to the use or misuse of equipment or materials of all kinds on the part of his/her employees or for any other type of damage caused directly by his/her employees. Damage shall be made good by new materials as required to match existing Work in kind, quality and workmanship.

E13.3 The City of Winnipeg reserves the right to withhold any payment due to the Contractor, until such time as damage is repaired to the satisfaction of the Contract Administrator.

E14. MATERIALS

E14.1 The Contractor shall provide all materials necessary to perform the Service to the Contract Administrator's satisfaction.

E14.2 The Contractor shall supply **all parts**, except as otherwise excluded, including lubricants, hydraulics fluid and cleaning materials and tools, and have an adequate stock of normal replacement parts in a parts cabinet on the job, so that the mechanic can effect prompt repairs. All parts supplied by the contractor shall be new, unused and of the best quality available.

E14.3 All materials and equipment supplied in the undertaking of this Contract shall be of the best quality.

E14.4 All cleaning materials, lubricants and hydraulic fluids shall be supplied and applied in accordance with the original manufacturer's requirements.

E14.5 All repair or replacement parts and/or components when required, shall be supplied using only genuine original manufacturer's replacement parts or equivalents acceptable to the Contract Administrator. If other than the manufacturer's parts must be used, permission must be obtained from the Contract Administrator in writing and such parts must be C.S.A. Approved where applicable, in accordance with the original manufacturer's specifications and the latest C.S.A. Code B44, for elevators.

E14.6 N.B. - Current, Material Safety Data Sheets, (M.S.D.S.) must be available on all products on site and be contained in a binder specifically marked M.S.D.S., in each area where chemicals are stored or dispensed. Where a contractor wishes to use a product that does not have a current M.S.D.S., prior written approval must be given by the Contract Administrator and that written approval must be in the binder.

E15. STORAGE

E15.1 The City of Winnipeg will provide reasonable space for the storage of the Contractor's materials and inventory. Such storage space will be locked to other than the employees of the Contractor, wherever reasonably possible.

E15.2 In providing such space, the City of Winnipeg accepts no responsibility for loss to, or damage of, the material, inventory and other property of the Contractor. The Contractor acknowledges that any insurance policies held, or to be held by the City of Winnipeg, in respect of the Building and contents, will not cover loss or damage pertaining to the Contractor's materials and inventory.

- E15.3 Provide a metal waste container in each elevator machine room. Promptly remove from the elevator machine room, car top and pit areas all discarded parts and cleaning materials so as to keep these areas clean and not to create a fire hazard.

E16. CONTRACTOR'S INVENTORY

E16.1 Steel Parts, Cabinets and Wiring Diagrams

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

E16.2 Job Material Inventory

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

E16.3 Spare Parts Inventory – Acceptable Equivalents

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

E17. SAFETY

- E17.1 The Contractor shall be knowledgeable of and abide by the provision of all legislative enactments, by-laws and regulations in regard to safety in the Province of Manitoba and must be covered by Workers' Compensation, as noted below.

- E17.2 The Contractor shall examine all safety devices and governors and shall carry out all required tests and examinations per Section Appendix J to CAN/CSA-B44-00 Safety Code for Elevators. Annually conducted no load safety tests on each elevator shall occur during September/October of each year and shall be recorded on the monthly inspection report to the Authorized Representative. The Contractor shall provide in elevator each machine room his standard form and shall record all tests and examinations performed in conformance with Appendix J. This record shall be in addition to the log book provided by the Contract Administrator to record the frequency and duration of scheduled visits and call-backs.

- E17.3 If the Contractor deems the equipment to be unsafe to operate, he will make sure that it is inoperative and immediately notify the Contract Administrator. The Contractor shall provide adequate barricades, warning signs, out of order signs and all reasonable protection and shall not leave the premises until steps have been taken to protect the public from all hazards. The out of service signs must bare the company name and a 24 hour phone number that the general public can call to inquire why the elevator was taken out of service and get an estimated return to service date. These provisions shall remain in force until the necessary adjustments or repairs are made to make the elevator(s) safe to operate.

- E17.4 The Contractor shall be responsible for utilizing the services of the Department of Labour, Province of Manitoba, Elevator Inspection Branch, to determine the adequate factor of safety in compliance with the original manufacturer's specifications and the latest C.S.A. Code B44 and all relating standards, under such circumstances where the Contractor is in doubt as to the prudent and safe operation of the equipment.

E18. INSPECTION, TESTING

E18.1 Inspection, testing and maintenance shall be carried out as outlined in the Manitoba Fire Code, Section 7.2, sub-section 7.2.2 and Appendix J to CAN/CSA-B44-00 Safety Code for Elevators.

E19. INSPECTIONS – REPORTING

E19.1 The Contractor shall make arrangements with the Contract Administrator, or his approved designate, as to the time and date for all regular inspections. The Contractor's mechanic(s) shall report to the office of the Contract Administrator and make an entry, in a log, as to arrival and departure times and other information as requested. The Contract Administrator, or his designate, shall be witness to such entries. The log shall be provided by and remain the property of the City of Winnipeg.

E19.2 The Contractor shall provide the Contract Administrator with a record of the Work undertaken during each visit to the building. The standard checklist normally provided by the Contractor may be used, upon approval by the Contract Administrator. The checklist shall be retained within the Building Manager's Office, or the elevator machine room, for review by the Contract Administrator at any time and shall become the City of Winnipeg's property. At the end of each contract year, the Contractor may make a copy of the standard checklist for his own records. Routine Work performed plus all call-back repairs and all items replaced shall be indicated together with the mechanic's signature.

E19.3 The City of Winnipeg reserves the right to implement its own standard checklist in lieu of the Contractor's, at any time during the term of the Contract.

E19.4 The Contractor shall submit, to the Contract Administrator on a monthly basis, reports detailing the Work completed in that month's regular maintenance service provision. The reports may be computer print outs or copies of time sheets indicating the pertinent information.

E19.5 The Contractor shall submit time tickets for each call back detailing the cause of the call back and the action taken.

E19.6 The Contractor shall email the Contract Administrator for each call back where the elevator cannot be return back to service on the same day as the call back was made. The email shall explain why the elevator was taken out of service and provide an estimated return to service date.

E19.7 The Contract Administrator, or designate, shall have access to the elevator room at all times during the period(s) of the mechanic's visitations to observe, or be informed by the mechanic, of potential problems that may arise.

E20. WORK

E20.1 The Contractor shall be responsible for all maintenance related Work performed during normal business hours for that facility as part of the "Full Maintenance" contract.

E20.2 Emergency Call Back Services - Service Calls

In the event that trouble develops between regular examinations, the Contractor shall, upon receipt of notification from the Contract Administrator or Authorized Representative, make every reasonable effort to provide prompt service to perform any necessary adjustments and repairs that may be required.

E20.3 Extra Work

The Contractor shall advise the City of Winnipeg of work outside the scope of this Contract that needs to be done. Extra work outside the scope of this Contract shall only be done upon prior written authorization of the Contract Administrator or his designate.

E20.4 Shutdown of Equipment by Contractor

When any pre-planned Work requires shut down of equipment, or decrease in capacity of the equipment, the Contractor shall obtain permission from the Contract Administrator, prior to commencing the Work, allowing sufficient notice for the Contract Administrator to make the required arrangements.

E20.5 Every effort shall be made, by the Contractor, to coordinate the Work with the Contract Administrator and hold interruptions to service, to a minimum.

E20.6 Changes to Equipment

No changes shall be made, by the Contractor, to the equipment, including circuit changes, without written permission of the Contract Administrator. Where such changes are made, record the changes in a neat manner on the electrical wiring diagrams.

E20.7 Report on Condition of Equipment

The Contractor shall inform the Contract Administrator promptly and confirm in writing, any recognizable hazards, malfunctions or repairs that are necessary either for the protection of the equipment, or for general safety, that are not covered by the Contract.

E21. PERFORMANCE OF CONTRACTOR'S OBLIGATIONS

E21.1 The Contractor represents and warrants that:

- (a) the Contractor and the Contractor's mechanic(s) possess the necessary skills, expertise and experience to perform the Service, in accordance with the provisions of this Contract; and
- (b) the Contractor understands the City of Winnipeg's requirements under this contract and will be able to satisfy these requirements.

E21.2 The Contractor agrees:

- (a) to perform all obligations and provide the Service in a professional manner satisfactory to the Contract Administrator.

E22. SERVICE REDUCTION

E22.1 The City of Winnipeg reserves the right to reduce the number of elevator units under this Contract from service, if it is deemed prudent to do so, at any time within the Contract duration. Such elevator unit(s) will be closed for access and use.

E22.2 In the event that shut down does occur, the reimbursement payable to the Contractor for service to the total number of units, shall be proportionately reduced by the unit(s) being deactivated from service. The decision to deactivate any unit(s) will be subject to a minimum of fifteen (15) days written notice of intent to the Contractor.

E23. NOTICE

E23.1 In regard to emergency call back services, the Contract Administrator may request the Contractor for service by means of the telephone, or any other method, in order that prompt remedial action by the Contractor is achieved.

E24. RESPONSE TIME

E24.1 Services shall be provided on an "as required" basis available twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.

E24.2 Emergency services shall be provided on a twenty-four (24) hours a day basis and Work crews shall be on site and working within one half hr. (30 min.) from telephone notification. Contractor

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

PART F - SECURITY CLEARANCES

F1. SECURITY CLEARANCE FOR WORK PERFORMED AT LOCATIONS OTHER THAN WINNIPEG POLICE STATIONS OR SERVICE CENTRES

F1.1 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. This can be obtained from one 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) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/>.

F1.2 Each individual proposed to perform Work under the Contract and who will be working at a facility where Vulnerable Sector Screening is typically required must comply with item F1.3.

Locations where Vulnerable Sector Screen is typically required in City of Winnipeg facilities are, but not limited to;

- (a) pools;
- (b) libraries;
- (c) community centres;
- (d) day cares; and
- (e) arenas.

F1.3 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.
http://winnipeg.ca/police/pr/info_request.stm#crim_record_search

F1.3.1 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.

- (i) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries community centres, day cares and arenas.

F1.4 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.

F1.5 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.

F1.6 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.

F1.7 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.

F1.8 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. This can be obtained from one 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) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .

F2. SECURITY CLEARANCE FOR WORK PERFORMED AT WINNIPEG POLICE STATIONS AND SERVICE CENTRES

F2.1 The City will conduct a Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.

F2.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:

- (a) within five (5) Business Days of the Award of Contract; or
- (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.

F2.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:

- (a) A list of names (including maiden names), addresses, dates of birth, and telephone numbers and occupations of all immediate family members (including parents) and their spouses/common law. Include your spouse/common law boyfriends, girlfriends and their family members. This includes stepbrothers, stepsisters, half-brothers and half-sisters. This list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	

- (b) A list of names, dates of birth, addresses and telephone numbers and occupations of at least four (4) of your closest friends. This list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	

- (c) The name of the immediate supervisor title or position within their organization, and telephone number, mailing address and email address.

- (d) A list of all past addresses.

- (e) Photocopies to two valid pieces of identification:

- (i) valid photo driver's license,
- (ii) valid passport or,
- (iii) birth certificate.

- (f) A completed Form P-608: Security Clearance Check authorization form. Form P-608 must be signed and dated.

- (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.

F2.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:

- (a) within five (5) Business Days of the Award of Contract; or

- (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.

- F2.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- F2.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
 - (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- F2.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.
- F2.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
Winnipeg Police Service
Division 30 Services
Attn: Service Security Officer
151 Princess Street
Winnipeg, Manitoba
R3B 1L1