



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1049-2016

PROVISION OF UPS MAINTENANCE AND EMERGENCY SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF UPS MAINTENANCE AND EMERGENCY SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 17, 2017.

B2.2 Proposals 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 Proponent shall attend a Site meeting at 9:30am sharp on either January 24, 2017 or January 26, 2017. Attendance is mandatory, and the Proposal of any Proponent not having attended will be rejected on the basis that it is non-responsive.

B3.2 Further to Part F, each individual proposed to enter the Site shall be required to obtain a Level 2 security clearance from the Winnipeg Police Service.

B3.3 The Proponent is advised that due to security requirements, there will not be drawings or specifications provided. Information on the existing 3 UPS systems will be provided at the Mandatory site meeting.

B3.4 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B3.5 The Proponent 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 other matters which could in any way affect his/her Proposal 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 Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 Proponent is unsure of the meaning or intent of any provision therein, the Proponent 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 Request for Proposal will be provided by the Contract Administrator to all Proponents 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 Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B4.6 The Proponent 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.
- B4.7 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent 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 Request for Proposal, 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 Proponent 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 Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- 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 Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- 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 Proponent 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 Proponents. The Proponent 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 Proponent 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 Proponent 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 B22.
- 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.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal; and
 - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Tradespeople (Section C) in accordance with B11;
 - (b) Proponent’s Maintenance / Service Capabilities (Section D) in accordance with B12;

- (c) UPS Inspection / Maintenance Program (Section E) in accordance with B13; and
- (d) Battery Inspection / Replacement Program (Section F) in accordance with B14.

- B8.3 Further to B8.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and three (3) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.
- B8.6 Proposal format, including type of binding, number of pages, size of pages and font etc., will not be regulated except that the Proposal should contain a table of contents and page numbering, and should be organized in the Sections identified above.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B8.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent 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 Proposal 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: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

- B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent 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 Proponent 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: Proposal should be printed below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Proponent 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 Proposals.
- 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. EXPERIENCE OF PROPONENT AND TRADESPEOPLE (SECTION C)

- B11.1 **Proposals should include information on the experience of the Proponent Company.**
- (a) General firm profile information, including years in business, average volume of work and number of employees, and previous projects.
 - (b) Details demonstrating the history and experience of the Proponent in providing UPS maintenance services on up to three projects of similar complexity, scope and value.
- B11.1.1 For each project listed in B11.2(b), the Proponent should submit:
- (i) description of the project;
 - (ii) a clear and comprehensive description of the UPS maintenance services provided;
 - (iii) the project's original estimated service and maintenance cost and final service and maintenance cost;
 - (iv) the project's original schedule and final schedule;
 - (v) project owner;
 - (vi) reference information with current name and telephone number.
- B11.2 **Proposals should include information on the experience of the tradespeople in the Proponent Company:**

- (a) Names of all key tradespeople in the Proponent's company who perform UPS maintenance services. The Proponent is responsible for ensuring they have adequate qualified staff to perform the Work of this Contract;
- (b) The experience and qualifications of the key tradespeople listed in B11.2(a)), including:
 - (i) Job title;
 - (ii) Valid licenses, certificates and designations (include copies of all applicable licenses and certificates with your submission);
 - (iii) Years of experience in providing UPS maintenance services
 - (iv) Years of experience in providing UPS maintenance services on projects of similar size and complexity;

B11.2.1 For each person identified in B11.2(a), identify at least one (1) project comparable in complexity in which the person listed did comparable work, and give their role in the project.

- (a) If a project selected for a key person is included in B11.1.1(i), provide only the project name and the role of the key person; OR
- (b) If a project selected for a key person is not included in B11.1.1, provide the following:
 - (v) description of the project;
 - (vi) role of the person;
 - (vii) project Owner;
 - (viii) reference information with current name and telephone number.

B12. PROPONENT'S MAINTENANCE / SERVICE CAPABILITIES (SECTION D)

B12.1 24 x 7 x 365 Service and Response: Proponent should confirm their ability meets the contract requirements, and state how they are able to provide the following 24 x 7 x 365 service and response times:

- (a) 1-Hour (One Hour) on-site response of local service personnel capable of dealing with and resolving critical alarms;
- (b) 24-Hour (Twenty-Four Hour) on-site response of local service personnel capable of dealing with and resolving urgent alarms;
- (c) Technical support (by phone or computer)

B12.2 Proponent should provide Communication information and details to show how the Proponent can be contacted for Work Orders and Emergency Callouts.

B13. UPS INSPECTION / MAINTENANCE PROGRAM (SECTION E)

B13.1 Proponent should prepare and submit a UPS inspection/maintenance program. At a minimum, the program must meet the requirements of E7.

B14. BATTERY INSPECTION / REPLACEMENT PROGRAM (SECTION F)

B14.1 Proponent should prepare and submit a Battery inspection/replacement program. At a minimum, the program must meet the requirements of E8.

B15. DISCLOSURE

B15.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B15.2 The Persons are:

- (a) Eecol Electric
- (b) APC - Schneider Electric

B16. QUALIFICATION

B16.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.

B16.2 The Proponent 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>

B16.3 The Proponent 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) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .

B16.4 The Proponent 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 Proponent and of any proposed Subcontractor.

B16.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/>

B17.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal 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.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B19. WITHDRAWAL OF OFFERS

B19.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B19.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B19.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B18.2 shall be liable for such damages as are imposed upon the Proponent 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.

B20. INTERVIEWS

B20.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B21.3 If, in the course of negotiations pursuant to B21.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

B22.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B16: (pass/fail)
- (c) Total Bid Price; (Section B) 40%
 - (i) Labour Rate – Weekdays 8%
 - (ii) Labour Rate – Evening/Weekend/Holiday 8%
 - (iii) Labour Rate – Emergency Response 8%
 - (iv) UPS Maintenance Inspections 7%
 - (v) Battery Inspection/Replacement Program 7%
 - (vi) Spare Materials Kit 2%
- (d) Experience of Proponent and Tradespeople; (Section C) 20%
- (e) Proponent's Maintenance / Service Capabilities; (Section D) 30%
- (f) UPS Inspection/Maintenance Program (Section E) 5%
- (g) Battery Inspection/Replacement Program (Section F) 5%

B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B22.4 Further to B22.1(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.

B22.4.1 Further to B22.1(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.

B22.5 Further to B22.1(d), Experience of Proponent and Tradespeople will be evaluated considering the experience of the organization, and experience and qualifications of key tradespeople on equipment/projects of similar size and complexity as well as other information requested in accordance with B11.

B22.6 Further to B22.1(e), Proponent's Maintenance / Service Capabilities will be evaluated considering the Proponent's ability to comply with the requirements in accordance with B12.

B22.7 Further to B22.1(f), UPS Inspection/Maintenance Program will be evaluated considering the Proponent's ability to comply with the requirements in accordance with B13.

B22.8 Further to B22.1(g), Battery Inspection/Replacement Program will be evaluated considering the Proponent's ability to comply with the requirements in accordance with B14.

B22.9 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B8.2(a) to B8.2(d), the score of zero may be assigned to the incomplete part of the response.

B22.10 This Contract will be awarded as a whole.

B22.11 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B23. AWARD OF CONTRACT

B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B23.2.1 Without limiting the generality of B23.2, 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 Proposal 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.

B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

B23.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B23.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

B23.5 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 Request for Proposal 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 SERVICES

D2.1 The Work to be done under the Contract shall consist of the provision of all labour, material, equipment and related services and supervision for the maintenance of and emergency response to the UPS system at 245 Smith Street for the period from March 15, 2017 until March 14, 2018, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) 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 March 15 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) Non-Emergency Response: Requests for service and repairs - Weekdays, evenings, weekends and holidays
- (b) 24 x 7 x 365 Emergency Response: Emergency response to critical and urgent alarms - Contractor must be able to provide the following:
 - (i) 1-Hour (One Hour) response of local service personnel capable of dealing with and resolving critical alarms;
 - (ii) 24-Hour (Twenty-Four Hour) response of local service personnel capable of dealing with and resolving urgent alarms;
 - (iii) Technical support (by phone or computer).
- (c) UPS Inspection/Maintenance Program: Contractor will design an inspection/maintenance program for the UPS system and components, and will conduct quarterly inspection/maintenance visits and additional service as required.
- (d) Battery Inspection/Replacement Program: Contractor will design a Battery inspection/replacement program and will conduct an annual inspection and replacement as required.
- (e) Reporting: Contractor will submit a written Summary Report after each site visit
- (f) Spare Materials Kit: Contractor will purchase and maintain a supply of necessary tools and spare parts on site to avoid un-necessary down time.

D2.3 Perform all work in such a manner that the UPS system remains operationally viable, and can ensure the integrity and operation of the systems which it supports.

D2.4 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.

D2.5 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

- (a) Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for the Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar

Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the grounds of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **“1-Hour (One Hour) On-Site Response”** means a trained service person will respond to the site to begin resolution of **Critical** emergency issues within 1-Hour (One Hour) of the termination of the initial contact between the City and the Contractor;
- (b) **“24-Hour (Twenty-Four Hour) On-Site Response”** means a trained service person will respond to the site to begin resolution of **Urgent** emergency issues within 24-Hours (Twenty-Four Hours) of the termination of the initial contact between the City and the Contractor;
- (c) **“24 x 7 x 365”** means twenty-four (24) hours per day, seven (7) days per week; 365 days per year;
- (d) **“Battery String”** means either combined-cell battery units (such as 12-V lead acid batteries) or individual chemical cells wired in series;
- (e) **“City”** means a representative of the City of Winnipeg authorized to make contact with the Contractor;
- (f) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (g) **“WPS”** means Winnipeg Police Service.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Clinton Langan
Building Systems Technologist
Telephone No. 204-471-0679
Email Address: clangan@winnipeg.ca

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

D4.3 Bids Submissions must be submitted to the address in B8.

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
- D7.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

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. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D10. INSURANCE

- D10.1 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.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.4 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.

D10.5 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.

D11. SECURITY CLEARANCES

D11.1 Further to Part F, each individual proposed to enter the Site shall be required to obtain a Level 2 security clearance from the Winnipeg Police Service.

D12. SUBCONTRACTOR LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 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.

D13.2 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) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the security clearances specified in D11;
 - (vi) the Subcontractor list specified in D12.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D14. LIQUIDATED DAMAGES

- D14.1 If the Contractor fails to achieve the Work of the Contract in accordance with the Contract by the day fixed herein, the Contractor shall pay the City Three Thousand Dollars (\$3,000) per Calendar Day for each and every Calendar Day following the day fixed herein until the Work is complete.
- D14.2 The amounts specified for liquidated damages in D14.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D15. REQUESTS FOR SERVICE

- D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which requests for service may be placed.
- D15.2 The Contractor shall keep detailed records of the service requests received and the services supplied under the Contract.
- D15.3 Contractor shall submit a written Summary Report immediately after each Site Visit documenting on-site activities and potential and existing issues/problems. See E5 REPORTING.

CONTROL OF WORK

D16. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D16.1 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).

D17. SAFETY

- D17.1 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.
- D17.2 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.
- D17.3 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) pedestrian and vehicle traffic on any public or private road is not unduly impeded, interrupted or endangered by the performance or existence of the Work;
 - (e) fire hazards in or about the Work are eliminated;

D18. SITE CLEANING

- D18.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

D18.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.

D19. DEFICIENCIES

D19.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

MEASUREMENT AND PAYMENT

D20. INVOICES

D20.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed 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

D20.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of service or delivery;
- (c) service/delivery 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.

D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D20.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D21. PAYMENT

D21.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D21.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D22. WARRANTY

D22.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 Contractors are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.
- E1.2 Materials, installation and all related work shall be in accordance with the current editions of the following specifications and standards:
- (a) National Building Code (NBC)
 - (b) Manitoba Building Code (MBC)
 - (c) National Fire Code (NFC)
 - (d) Canadian Electrical Code (CEC)
 - (e) Current edition of the Canadian Standards Association (CSA)
 - (f) Federal, Provincial and Municipal government laws, rules, ordinances and codes, where applicable.
 - (g) All requirements of the Authority Having Jurisdiction
 - (h) Manufacturer's recommendations

E2. LABOUR AND SERVICE RATES

- E2.1 The Contractor shall provide maintenance and emergency services for all components of the UPS system in accordance with the requirements hereinafter specified.
- E2.2 Response and Services shall be provided at the rates specified in Form B: Prices.
- (a) Item No. 1 – Labour Rate – Weekdays UPS Service/Repairs (8:30 a.m. – 4:30 p.m.) shall be the rate for an unscheduled non-emergency service call or maintenance work outside of the agreed on Maintenance Services Program performed weekdays between the hours of 8:30 a.m. and 4:30 p.m..
 - (b) Item No. 2 – Labour Rate – Evening/Weekend/Holiday UPS Service/Repairs shall be the rate for an unscheduled non-emergency service call or maintenance work outside of the agreed on Maintenance Services Program performed on weekends and holidays.
 - (c) Item No. 3 – Labour Rate – Emergency UPS Response (24 x 7 x 365) shall be the rate for any emergency work. Response times for an emergency callout shall be in accordance with E3 Emergency Response Times.
 - (d) Item No. 4 – UPS Inspection / Maintenance Program Rate shall be the rate to perform work included in the agreed on UPS Inspection/Maintenance Program at the Site, in accordance with E7 UPS Inspection / Maintenance Program.
 - (e) Item No. 5 – Battery Inspection / Replacement Program Rate shall be the annual rate to perform Battery Inspection/Replacement Program work at the Site, in accordance with E8 Battery Inspection / Replacement Program.
 - (f) Item No. 6 – Spare Materials Kit shall be the cost to purchase a spare materials kit in accordance with E6 Spare Materials Kit.
- E2.3 Overtime (evening, weekend and holiday) rates for repair work will not be allowed where the Work is performed at these times:
- (a) For the Contractor's convenience; or
 - (b) As the result of the Contractor's delay in responding to a callout.

E3. EMERGENCY RESPONSE TIMES

E3.1 Contractor must be able to provide the following 24 x 7 x 365 response:

(a) 1-Hour (one Hour) On-Site Response for Critical Alarms

- (i) Local service personnel capable of dealing with and resolving the critical alarms listed in E3.2.

(b) 24-Hour (Twenty-Four Hour) On-Site Response for Urgent Alarms

- (i) Local service personnel capable of dealing with and resolving the urgent alarms listed in E3.3.

(c) Technical support (by phone or computer)

E3.2 **Critical Alarms:**

- (a) Major Inverter Fault (441)
- (b) Inverter Thermal Overload (446)
- (c) Emergency Off Switch (44D)
- (d) Inverter Overload (480)
- (e) Emergency Off Switch (480)
- (f) Emergency Off Switch (48D)
- (g) Unsafe Operation, Load Unprotected (4C6)
- (h) Emergency Off Switch (4C8)

E3.3 **Urgent Alarms:**

- (a) Battery Discharging (401)
- (b) Minimum Battery Voltage (402)
- (c) Battery Temperature (404)
- (d) Major Rectifier Charger Fault (409)
- (e) Emergency Off Switch (411)
- (f) Transfer Fault (487)
- (g) Inverter Thermal Overload (4A2)
- (h) Transfer Lock-Out (4A5)
- (i) Operating on Battery Power (4C7)

E4. MATERIALS AND EQUIPMENT

E4.1 The Contractor shall supply all material or components required to complete the Work and place the equipment in successful operation.

E4.2 Products, materials and equipment incorporated in the Work shall be new, not damaged or defective, and of best quality (compatible with specifications) for purpose intended. If requested, furnish evidence as to type, source and quality of Products provided.

E4.3 Equipment and material must be fully compatible with existing UPS equipment and systems.

E4.4 Equipment and material shall be CSA and/or CAN/ULC certified.

- (a) Equipment, material and components which are not CSA approved shall be approved by the Authority Having Jurisdiction prior to installation. Contractor shall pay for all costs associated with obtaining the necessary approval.

E4.5 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is a precaution against oversight or error. Contractor shall remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection and replacement.

E4.6 Equipment shall come with all features which are normally considered to be standard on that equipment, unless specifically excluded in this document.

E4.7 Contractor shall be responsible for all transportation, handling, protection and storage of materials and equipment.

E5. REPORTING

E5.1 For each Site Visit, the Contractor shall promptly contact the Contract Administrator and provide an explanation of the situation, with an estimation of number of hours to complete the service/repair work.

E5.2 Following each Site Visit, the Contractor shall submit a written Summary Report after each site visit documenting on-site activities, and potential and existing issues/problems.

E5.3 Reports shall include at a minimum:

- (a) Date and time service call was requested;
- (b) Reason for visit;
- (c) Name and contact information of the person requesting the service call;
- (d) Date and time of site visit;
- (e) Names of tradespeople attending the site;
- (f) Activities performed;
- (g) Status of equipment;
- (h) List of parts and components required/used to perform the inspection/maintenance Work, and any associated material costs;
- (i) Labour and travel costs related to the inspection/maintenance activities listed.

E6. SPARE MATERIALS KIT

E6.1 Contractor will purchase and maintain a supply of necessary spare materials on site to avoid un-necessary down time.

E6.1.1 Spare Materials Kit must be fully compatible with the existing UPS equipment.

E6.1.2 Standard of Acceptance: APC – Schneider Electric item # WE7TMM-SPL3, Cross ref # 87-134230-00.

E6.1.3 See Appendix 1 for a list of materials in the Spare Materials Kit.

E6.2 Spare Materials Kit will be purchased by the Contractor, and stored onsite for use by the Contractor. Once purchased, the Spare Materials Kit will be the property of the City of Winnipeg.

E6.3 The contractor will document his/her use of the materials on a site visit summary report. Replacement of used materials will be done on an as required basis, by the Contractor and will be billed separately.

E7. UPS INSPECTION / MAINTENANCE PROGRAM

E7.1 Contractor will design an inspection/maintenance program for the UPS system and components, which shall include at a minimum:

- (a) Quarterly inspections/maintenance.
- (b) Visual inspection, environmental inspection (includes but is not limited to room temperature, humidity, air flow, dust contamination), and cleaning of UPS as required.
- (c) Mechanical and electrical inspection of all power and control wire termination points, tightening as required.
- (d) Function verification – provide and install any firmware updates and ensure operation is within design specifications. Verify inputs, outputs and bypass voltage are within design specifications.
- (e) Verify and check all circuit board revisions and update as required.
- (f) Verify transfer to “on battery operation” and transfer to and from “static bypass”. Testing to be coordinated with City of Winnipeg Building Maintenance and Electrical Maintenance shops.

E7.2 Contractor's UPS Inspection/Maintenance Program shall be subject to Contract Administrator review and approval.

E8. BATTERY INSPECTION / REPLACEMENT PROGRAM

E8.1 Contractor will design an inspection/replacement program for the UPS battery system, which shall include at a minimum:

- (a) Annual inspection.
- (b) Battery replacement on an as required basis.
- (c) Replacement batteries shall be installed on existing racks, and replacement of batteries will not result in any additional cost to the City of Winnipeg.
- (d) All labour, material including battery supply, safe disposal, and travel costs associated with the inspection/replacement are included.
- (e) Batteries shall be replaced with the same or better capacity, voltage, amperage and physical size, weight and other design characteristics as specified by the Electrical Engineer of record.
- (f) Battery “strings” shall be replaced “en masse”, so that no string contains a mixture of old and new batteries.

E8.2 Contractor's Battery Inspection/Replacement Program shall be subject to Contract Administrator review and approval.

SAFETY

E9. HAZARDOUS MATERIALS

E9.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all Work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City, and the Contractor shall await further instruction by the Contract Administrator.

E10. GENERAL SAFETY

E10.1 Contractor shall be solely responsible for securing the Site and Work Area, and any existing facility thereon, and for the proper care and protection of the Work already performed.

E10.2 Contractor shall be registered with the Workers Compensation Board of Manitoba and shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

E10.3 All Work performed shall meet Workplace Safety and Health Act standards. Contractor shall ensure that all workers follow safe working practices.

- E10.4 Contractor shall observe and enforce all construction safety measures required by the Manitoba Building Code, Worker's Compensation Board, Municipal Statutes and By-Laws, and all other laws, rules, regulations. In the event of a conflict between any provisions of the above authorities, the most restrictive provision shall apply.
- E10.5 Contractor shall comply with requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials, and regarding labeling and provision of Material Safety Data Sheets (MSDS) acceptable to Labour Canada.
- (a) Contractor shall provide the Contract Administrator with a copy of the Material Safety Data Sheets (MSDS's) for all products to be used in the performance of the Work at least two (2) Business Days prior to bringing such materials to the Site.
- (i) In the event of an Emergency Response, if a product needs to be used where its MSDS has not yet been submitted to the Contract Administrator, that MSDS shall be available at the Site while the product is being used, and the MSDS shall be promptly submitted to the Contract Administrator.
- (b) Contractor shall maintain a binder of all MSDS used at each Work Site. While Work is being performed, the binder(s) shall be kept at the Work Site and shall be accessible and available at all times.

E11. ELECTRICAL SAFETY

- E11.1 System grounding and bonding shall be as per the current edition of the Canadian Electrical Code, the current edition of the CSA, and all local codes and bylaws.
- E11.2 At no time will the Contractor leave any energized electrical equipment or devices open or exposed in a public area without having qualified electrical personnel working on or guarding the exposed electrical components.
- E11.3 All electrical work shall be carried out by qualified, licensed electricians or apprentices or other qualified, licensed persons.
- E11.3.1 Employees registered in a provincial apprenticeship program shall be permitted, under the direct supervision of a qualified licensed electrician, to perform specific tasks – activities shall be determined based on the level of training attained and the demonstrated ability to perform specific duties.

E12. EMPLOYEE BEHAVIOUR AND SUPERVISION

- E12.1 The Contractor shall provide adequate supervision of its employees, and shall ensure that all such employees behave at all times in a manner appropriate to persons in a City facility, and shall with limitation ensure that employees:
- (a) Behave in a courteous and polite manner to City staff and other persons in the facility;
- (b) Do not smoke within the facility; and
- (c) Obey all posted safety rules.

E13. WORK IN EXISTING FACILITY

- E13.1 The Contractor shall ensure that at all times when his/her employees or representatives are in the facility, that it is kept secure from entry by unauthorized persons.
- E13.2 Contractor shall restrict equipment, Work and workers to designated areas and established routes to and from Work areas.
- E13.3 Storage of construction materials, tools, equipment, etc. is at the discretion of Building Operations staff, as space and activities permit.

E13.4 Contractor shall take every precaution to ensure that materials, equipment and surfaces in the facility are not damaged as a result of the Contractor's operations.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F1.2 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.
- F1.3 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.
- Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 245 Smith Street:
- (g) within five (5) Business Days of the Award of Contract; or
 - (h) 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.
- F1.4 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.
- F1.5 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.

F1.6 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.

F1.7 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
245 Smith Street
Winnipeg, Manitoba
R3C 0R6

