



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 12-2019**

**DESIGN, SUPPLY, INSTALLATION AND TESTING OF NEW BUSWATCH SIGNS AT  
SOUTHWEST TRANSITWAY STATIONS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 DESIGN, SUPPLY, INSTALLATION AND TESTING OF NEW BUSWATCH SIGNS AT SOUTHWEST TRANSITWAY STATIONS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 3, 2019.

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, a Proponents conference will be held at 10:30 AM CST on March 27, 2019 at the Fort Rouge Transit Base (2<sup>nd</sup> Floor Conference Room), 421 Osborne Street in Winnipeg at which Proponents may ask questions about the bid opportunity and following which, a tour of Winnipeg Transit's shops area will be provided. Attendance at this meeting is optional. The Proponents are encouraged to visit the Site before coming to the meeting.

B3.2 Further to C3.1, the Proponent may make additional Site visits to the Southwest Transitway Terminal Stations and Stage 1 Stations without making an appointment. The Proponent may make additional Site visits to the Stage 2 Stations by making an appointment with Project Co.

(a) To schedule additional Site visits to the Stage 2 Stations, Project Co shall be contacted via the following:

Jay Van Hove, Senior Project Manager

PCL Constructors Canada, Inc.

204-299-5954

[jvanhove@pcl.com](mailto:jvanhove@pcl.com)

B3.3 The Proponent is advised that all coordination and collaboration effort between this project and the Southwest Rapid Transitway (Stage 2) and Pembina Highway Underpass Project is the sole responsibility of the Proponent, and that the Proponent understands the responsibilities that both the Proponent and Project Co will have during the term of this project. The Proponent is encouraged to ask questions during the Proponent's conference, or via email, through the Contract Administrator.

B3.4 As part of the Proponent's conference, the Proponent is invited to visit the Winnipeg Transit shops area (421 Osborne Street) to familiarize themselves with Winnipeg Transit's capabilities to support the Proponent throughout this project. The Proponent is encouraged to use Winnipeg Transit's forces whenever possible during the course of the Work. All coordination between the Proponent and Winnipeg Transit shall be coordinated through the Contract Administrator.

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 matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Proposal or the performance of the Work.

B3.6 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent'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 Proponent finds errors, discrepancies or omissions in the 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 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.

B4.4 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.

B4.5 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.

#### **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 Request for Proposal 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.

B6.3 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>.

- B6.4 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.
- B6.5 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.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4

## **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;
- (b) Form B: Prices;

- B8.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
- (b) Project Understanding and Methodology (Section E) in accordance with B12; and
- (c) Project Schedule (Section F) in accordance with B13.

- 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.

- B8.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings, seven (7) copies (copies can be in any size format), and a soft copy in .pdf format on a USB stick 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, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

- 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 (SECTION A)**

- 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 12 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 its 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.
- B10.2 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.3 Prices stated in response to B10.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D28. Any such costs shall be determined in accordance with D28.
- B10.4 The Proponent shall state a separate price in Canadian funds for each of the following items of Work on Form B: Prices:
- (a) Separate Price - Item No. 7 shall be the amount to be deducted from the total bid price if Priority 4 Work Package is deleted in accordance with Appendix 1 of the Functional Requirements.
  - (b) Separate Price - Item No. 5 shall be the amount to be deducted from the total bid price if Priority 3 Work Package is deleted in accordance with Appendix 1 of the Functional Requirements.

- (c) Separate Price - Item No. 3 shall be the amount to be deducted from the total bid price if Priority 2 Work Package is deleted in accordance with Appendix 1 of the Functional Requirements

B10.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

B11.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in the supply, installation, and testing of outdoor electronic variable message signs for up to three projects of similar complexity and function, each of which included the installation of at least 20 signs.

B11.2 For each project listed in B11.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the proponent;
- (c) project's original contracted installed cost and final installed cost;
- (d) design and installation schedule (anticipated Project schedule and actual project delivery schedule, showing design and installation separately);
- (e) project owner;
- (f) reference information (one current name with telephone numbers per project).

B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

**B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D2.

B12.3 Proposals should address:

- (a) the team's understanding of the functional and technical requirements outlined in Appendix 1, and the approach the Proponent will take to meet the functional and technical requirements;
- (b) the team's understanding of the need for compatibility of the signs and their housings with overall station aesthetic.
- (c) any other issue that conveys your team's understanding of the Project requirements.

**B13. PROJECT SCHEDULE (SECTION F)**

B13.1 Proponents should present a carefully considered Critical Path Method schedule for the Scope of Work using Microsoft Project or similar project management software, complete with durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Work.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

#### **B14. DISCLOSURE**

B14.1 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.

B14.2 The Persons are:

- (a) N/A

#### **B15. CONFLICT OF INTEREST AND GOOD FAITH**

B15.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B15.3 In connection with its Proposal, each entity identified in B15.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B15.4 Without limiting B15.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such

policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B15.5** Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent;
  - (b) require the removal or replacement of any personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of its personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B15.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

**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);
- 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.

- B16.6 Further to B16.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
    - (i) 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
    - (ii) 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
  - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)
- B16.7 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.
- B16.8 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 and their address(es) 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 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- 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 contract 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 C23.3, 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 12 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 12 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.
- B20.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product Demonstration Mock-Up.

## **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, 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) successful completion of a Demonstration Mock-Up for proposed products; (pass/fail)
  - (d) Total Bid Price; 35%
  - (e) Experience of Proponent and Subcontractors; (Section C) 10%
  - (f) Project Understanding and Methodology (Section E) 50%
  - (g) Project Schedule (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 qualified.
- B22.4 Further to B22.1(d), where the Total Bid Price exceeds the funds stated in D2.2, the City may determine that no award will be made in accordance with B23.2.1(a).
- B22.5 Further to B22.1(d), the Total Bid Price shall be the lump sum price shown on Form B: Prices adjusted, if necessary, by deducting the separate prices.
- (a) if the most advantageous offer submitted by a responsible and qualified Proponent is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
  - (b) if the most advantageous offer submitted by a responsible and qualified Proponent exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Proposals will be adjusted by progressively deducting items of lesser priority until a Total Bid Price within the budgetary provision is achieved. If required, items will be deducted in the following order:
    - (i) Priority 4 Work Package and applicable MRST (Items 7 and 8);
    - (ii) Priority 3 Work Package and applicable MRST (Items 5 and 6);
    - (iii) Priority 2 Work Package and applicable MRST (Items 3 and 4).
- B22.5.1 Further to B22.1(a), in the event that a unit price is not provided in the submitted Detailed Pricing Table, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B22.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a), B22.1(b), and B22.1(c) the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.7 Further to B22.1(e), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B22.8 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach, proposed designs to meet the Project's functional requirements (as described in the Supplemental Conditions) and team organization, in accordance with B12.
- B22.9 Further to B25.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.

B22.10 Notwithstanding B22.1(e) to B22.1(g), where Proponents fail to provide a response to B8.2(a) to B8.2(c), the score of zero may be assigned to the incomplete part of the response.

B22.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

### **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.

B23.2.2 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B23.3 The City may, at its discretion, award the Contract in phases.

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

B23.4.1 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 Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

B23.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

B23.6 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D28 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.

B23.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Contract Administrator.

B23.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2019 01 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, 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 generally consist of the supply, installation, and testing of new BUSwatch signs that meet the functional requirements described in Appendix 1 of the Supplemental Conditions (including, but not limited to, screens, housings, mounting/attachment hardware, controllers, operating systems, electrical/communications, training, operations/maintenance manuals) as follows:

- (a) PART A: Southwest Transitway (Stage 2) Stations (as per Section 3.1 of Appendix 1)
- (b) PART B: Southwest Transitway (Stage 1) Stations (as per Section 3.2 of Appendix 1); and
- (c) PART C: Southwest Transitway Terminal Stations (as per Section 3.3 of Appendix 1)

D2.2 The funds available for this Contract are \$3,000,000. The Work shall be assigned in accordance with available funding and prioritized as follows:

- (a) Priority 1 Work Package: PART A – All Canopy, Kiosk, and Pylon installations at Beaumont, Seel, Clarence, Chevrier, Plaza, Chancellor, and Markham stations; and PART B – Canopy, Kiosk, and Pylon installations at Osborne Station.
- (b) Priority 2: PART B – Canopy installations at Harkness, Fort Rouge, and Jubilee stations.
- (c) Priority 3: PART B – Kiosk and Pylon installations at Harkness, Fort Rouge, and Jubilee stations.
- (d) Priority 4: PART C – Sign Structure installations at Balmoral Station, and Sign Structure and Kiosk installations at University of Manitoba Station.

D2.3 The following shall apply to the Work:

- (a) Universal Design Policy  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **“Demonstration Mock-Up”** means a demonstration of each type of sign recommended by the Proponent at an outdoor location determined by Winnipeg Transit, with each such demonstration including a screen (with functional electrical, network communications, and software connections) positioned at an elevation consistent with the intended installation location of each type of sign.
- (b) **“Error”** means any instance where an installed BUSwatch sign component (including, but not limited to, screens, housings, mounting/attachment hardware, controllers, operating systems, and electrical/communications connections) does not comply with the shop drawings approved by the Contract Administrator, or any instance where an installed BUSwatch sign component does not comply with the functional requirements listed in Appendix 1 of the Supplemental Conditions.
- (c) **“Fleet Defect”** is defined as cumulative failures of twenty-five (25) percent of the same components in the same or similar application in a minimum order size of twelve (12) or more units where such items are covered by warranty.

- (d) "**Project Co**" means the contractor completing the design, construction, and operations and maintenance of the Southwest Rapid Transitway (Stage 2) and Pembina Highway Underpass Project. For clarity, this includes Plenary Roads Winnipeg Transitway LP, Plenary Roads Winnipeg Transitway GP Inc., PCL BRT (Winnipeg) GP Inc. and any subcontractors they employ.
- (e) "**Proponent**" means any Person or Persons submitting a Proposal for Services;
- (f) "**Southwest Transitway (Stage 1) Stations**" or "**Stage 1 Stations**" means the stations already constructed: Harkness Station, Osborne Station, Fort Rouge Station, and Jubilee Station.
- (g) "**Southwest Transitway (Stage 2) Stations**" or "**Stage 2 Stations**" means the stations to be completed in 2019 as part of the Southwest Rapid Transitway (Stage 2) and Pembina Highway Underpass Project: Beaumont Station, Seel Station, Clarence Station, Chevrier Station, Plaza Station, Chancellor Station, and Markham Station;
- (h) "**Southwest Transitway Terminal Stations**" means the following stations: Balmoral Station and the University of Manitoba Station.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is Colliers Project Leaders, represented by:  
Steven Foubert, M.Sc., P.Eng., PMP  
Senior Project Manager  
Telephone No.: 204 230 1352  
Email Address: [steven.foubert@colliersprojectleaders.com](mailto:steven.foubert@colliersprojectleaders.com)

D4.2 Before commencement of Work, Steven Foubert will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

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

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 Further to C6, 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. 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, 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 D5 may be determined to be in breach of Contract.

## **D7. NOTICES**

D7.1 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:

The City of Winnipeg  
Attn: Chief Financial Officer  
Office of the Chief Administrative Officer  
Susan A. Thompson Building  
2nd Floor, 510 Main Street  
Winnipeg MB R3B 1B9

**D7.2 Proposal Submissions must not be submitted to this address. Proposals 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. The Contractor shall include acknowledgement of Project Co's safety plan, specifically when carrying out work at or near Stage 2 Stations.

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 a cross-liability clause, non-owned automobile liability and products and completed operations cover. Such policy will add the City as an additional insured and remain in place at all times during the performance of the Work. If required by contract, the University of Manitoba or Project Co., may also be added as additional insureds;
- (b) 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 Work. 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;

- (c) all risks installation floater, carrying adequate limits to covers all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

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 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.

D10.6 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. CONTRACT SECURITY**

D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
- (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (d) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D11.1.1 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D11.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D11.3 Where the Contract Security is provided in accordance with D11.1(a) and D11.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D11.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

## **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 but in no event later than the date specified in C4.1 for the return of the executed Contract.

## **D13. DETAILED WORK SCHEDULE**

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule no later than ten (10) Business Days after the execution of the contract documents. An updated site work schedule shall be provided at least five (5) Business Days prior to the commencement of any Work on the Site.

D13.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work; and
- (b) a Gantt chart for the Work based on the C.P.M. schedule;
- (c) milestones as listed below:
  - (i) system design;
  - (ii) prototype design;
  - (iii) shop drawings;
  - (iv) factory acceptance test;
  - (v) installation sequence;

all acceptable to the Contract Administrator.

D13.3 Further to D13.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the activities/tasks making up the Work as well as showing those activities/tasks on the critical path.

## **SCHEDULE OF WORK**

### **D14. COMMENCEMENT**

D14.1 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.

D14.2 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 C6.15;
  - (iii) the Safe Work Plan specified in D9;
  - (iv) evidence of the insurance specified in D10;
  - (v) the contract security specified in D11;
  - (vi) the Subcontractor list specified in D12;
  - (vii) the detailed work schedule specified in D13;
  - (viii) performance of a Factory Acceptance Test (FAT) at a Winnipeg Transit facility at a time mutually agreed between the Contractor and the Contract Administrator, and subsequent approval of the performance test's outcome by the Contract Administrator.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting;
- (c) the Contractor has confirmed and coordinated the schedule of all Site Work, as applicable, with Project Co; and

- (d) the Contractor's forces have completed any safety orientations required to satisfy Project Co's health and safety program.

D14.3 The City intends to award this Contract within sixty (60) Calendar Days following the Submission Deadline.

D14.3.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

#### **D15. SUBSTANTIAL PERFORMANCE**

D15.1 The Contractor shall achieve Substantial Performance of the Work by February 14, 2020.

D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D15.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

#### **D16. TOTAL PERFORMANCE**

D16.1 The Contractor shall achieve Total Performance of the Work by February 14, 2020.

D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D16.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

#### **D17. LIQUIDATED DAMAGES**

D17.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:

- (a) Between February 14, 2020 and February 28, 2020 – one thousand and forty dollars (\$1,040);
- (b) after February 28, 2020 – one thousand six hundred and forty dollars (\$1,640).

D17.2 The amounts specified for liquidated damages in D17.1 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.

D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D18. JOB MEETINGS**

- D18.1 Regular monthly job meetings will be held until Total Performance is achieved, at a location in Winnipeg, to be agreed upon by the Contract Administrator and the Contractor. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

### **D19. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D19.1 Further to C6.24, 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).
- D19.2 Notwithstanding D19.1, the Contractor shall abide by Project Co.'s health and safety plan while working on the Southwest Transitway (Stage 2) Stations.

### **D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D20.1 Further to B16.6, 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 B16.6.

### **D21. SAFETY**

- D21.1 Further to C6, 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.
- D21.2 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.
- D21.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
  - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
  - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
  - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
  - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
  - (f) fire hazards in or about the Work are eliminated;
  - (g) the Contractor is following the health and safety plan developed by Project Co.

## **D22. SITE CLEANING**

- D22.1 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.
- D22.1.1 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.
- D22.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

## **D23. INSPECTION**

- D23.1 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.
- D23.2 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.

## **D24. DEFICIENCIES**

- D24.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his 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.
- D24.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D24.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D24.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D24.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

## **D25. PAYMENT**

- D25.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **D26. PAYMENT SCHEDULE**

- D26.1 Further to C12, payment shall be in accordance with the following payment schedule:
- (a) An initial payment, following approval of shop drawings by the Contract Administrator and following successful completion of the Factory Acceptance Test as determined by the Contract Administrator, not to exceed 10% of the total price for the Priority 1 Work Package (as listed in Form K: Detailed Pricing Table to be submitted by the Contractor following award);
  - (b) A second payment, exclusive of holdback and subsequent to certification of Total Performance of the Priority 1 work package, of a sum equal to the remainder of the total price for the Priority 1 work package (as listed in Form K: Detailed Pricing Table to be submitted by the Contractor following award);
  - (c) A third payment, exclusive of holdback and subsequent to certification of Total Performance of the Priority 2 work package, of a sum equal to the total price for the Priority 2 work package (as listed in Form K: Detailed Pricing Table to be submitted by the Contractor following award);
  - (d) A fourth payment, exclusive of holdback and subsequent to certification of Total Performance of the Priority 3 work package, of a sum equal to the total price for the Priority 3 work package (as listed in Form K: Detailed Pricing Table to be submitted by the Contractor following award);
  - (e) A fifth payment, exclusive of holdback and subsequent to certification of Total Performance of the Priority 4 work package, of a sum equal to the total price for the Priority 4 work package (as listed in Form K: Detailed Pricing Table to be submitted by the Contractor following award); and
  - (f) A final payment, upon expiration of the Warranty, of a holdback equal to 5% of the Total Bid Price.
- D26.2 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **WARRANTY**

### **D27. WARRANTY**

- D27.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance for each work package and shall expire three (3) years thereafter for each work package unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D27.2 PROCEDURE FOR ERRORS
- D27.3 If an Error occurs with any of the Work, the Contractor shall provide an e-mail response stating the status and action plan within one (1) Working Day after the Contractor is notified of the Error.
- D27.4 The Contractor shall provide a status report of the situation within two (2) Working Days.
- D27.5 The Contractor shall work with the City to achieve 100% resolution of any Errors within four (4) Working Days. If the problem is not resolved within four (4) Calendar Days, the Contractor shall ensure that additional personnel are assigned to the work of resolving the Error.
- D27.6 LABOUR
- D27.7 The Contractor is responsible for all warranty-covered repair Work.
- D27.8 To the extent practicable, the City will allow the Contractor or its designated representative to perform such Work. At the City's option, the Contractor may be required to remove the

BUSwatch sign from the City's property while to complete such work. If the BUSwatch sign is removed from the City's property, repair procedures must be diligently pursued by the Contractor's representative. The Contractor must pay for any shipping costs incurred.

- D27.9 At its discretion, the City may perform such Work if it determines it needs to do so based on transit service or other requirements. The City shall be reimbursed by the Contractor for all related labour including diagnostic time, repair, and modifications. This can only be done if the following conditions are met:
- D27.10 (a) the time required to perform the warranty repairs will be agreed to before repairs commence;
- D27.11 (b) warranty repairs requiring over two hours will be performed on overtime after normal working hours or during weekends at overtime rates;
- D27.12 (c) warranty repairs requiring less than two hours may be performed on overtime to complete the repairs as quickly as possible if deemed necessary by the Contract Administrator;
- D27.13 (d) the Contractor will either supply all materials necessary to perform the warranty repair or reimburse to the City, the full costs of parts and materials supplied by the City within 30 Calendar Days of use;
- D27.14 (e) labour rates for warranty repair work performed by City forces during normal working hours will be \$ 95.00 per person hour, the overtime labour rate will be \$ 120.00 per person hour. This includes fringe benefits and overhead adjusted for the City's most recently published rate in effect at the time the Work is performed, plus the cost of retrieving the BUSwatch sign. These wage and fringe benefit rates shall not exceed the rates in effect in the City's service garage at the time the Error correction is made.
- D27.15 PARTS
- D27.16 The Contractor shall provide at its own expense all spare parts, tools and space required to complete repairs.
- D27.17 The City may require that the Contractor supply parts for warranty-covered repairs being performed by the City. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. Replacement parts must be available in sufficient quantity and in sufficient proximity to Winnipeg such that they can be sourced and delivered within four (4) Working Days.
- D27.18 If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the City with the concurrence of the Contractor, the component, unit or subsystem shall retain the balance of the original warranty period from the time of warranty notification. Repairs shall not be warranted if the Contractor-provided/authorized parts are not used for the repair, unless the Contractor has failed to respond within four (4) Working Days.
- D27.19 The City shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Error. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs shall not be paid if part is supplied by Contractor and shipped to City.
- D27.20 A Fleet Defect shall apply only to the base warranty period. When a Fleet Defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the Fleet Defect is corrected. This remaining warranty period shall begin on the repair/replacement date for corrected items on each BUSwatch sign if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the City.
- D27.21 To the extent practicable, the City will allow the Contractor or its designated representative to perform the Work to correct a Fleet Defect. At the City's option, the Contractor may be required to remove the BUSwatch signs from the City's property while Fleet Defects are repaired. If

BUSwatch signs are removed from the City's property, repair procedures must be diligently pursued by the Contractor's representative.

D27.22 At its discretion, the City may perform Work to repair a Fleet Defect if it determines it needs to do so based on transit service or other requirements. The same conditions outlined in D.27.9 must be met.

### THIRD PARTY AGREEMENTS

#### D28. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D28.1 In the event that funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D28.2 Further to D28.1 in the event that the obligations in D28 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.

D28.3 For the purposes of D28:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D28.4 Modified Insurance Requirements

D28.4.1 If not already required under the insurance requirements identified in D10, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.

D28.4.2 If not already required under the insurance requirements identified in D10, the Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D28.4.3 Further to D10.3, Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of 30 days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D28.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D28.5 Indemnification By Consultant

D28.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of

Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

#### D28.6 Records Retention and Audits

D28.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D28.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D28.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D28.7 Other Obligations

D28.7.1 The Consultant consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D28.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D28.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D28.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

**FORM H1: PERFORMANCE BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 12-2019

DESIGN, SUPPLY, INSTALLATION AND TESTING OF NEW BUSWATCH SIGNS AT SOUTHWEST  
TRANSITWAY STATIONS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: LABOUR AND MATERIAL PAYMENT BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_  
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

\_\_\_\_\_  
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as hereinbelow defined, in the amount of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO. **12-2019**

DESIGN, SUPPLY, INSTALLATION AND TESTING OF NEW BUSWATCH SIGNS AT SOUTHWEST TRANSITWAY STATIONS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
  - (ii) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (iii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
  - (iv) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H3: IRREVOCABLE STANDBY LETTER OF CREDIT  
(CONTRACT SECURITY)  
(See D11)**

\_\_\_\_\_  
(Date)

The City of Winnipeg  
Legal Services Department  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

RE: CONTRACT SECURITY – RFP NO. 12-2019

DESIGN, SUPPLY, INSTALLATION AND TESTING OF NEW BUSWATCH SIGNS AT  
SOUTHWEST TRANSITWAY STATIONS

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding  
in the aggregate

\_\_\_\_\_  
Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

\_\_\_\_\_  
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)





**FORM K: DETAILED PRICING TABLE**

**Design, Supply, Installation and Testing of New BUSwatch signs at Southwest Transitway Stations**

Priority Work Package	Item	Description	Units	Unit Price	Amount	Line Number	
<b>PRIORITY 1 Work Package</b>	Screens, Controllers, Housings and Mounts	Canopy	16			1	
		Kiosk	30			2	
		Pylon	8			3	
		<b>Sub-Total (sum of lines 1, 2, 3)</b>				4	
	and	Communications Equipment, Conduits, Cables	Beaumont Station		Lump Sum		5
			Seel Station		Lump Sum		6
			Clarence Station		Lump Sum		7
			Chevrier Station		Lump Sum		8
			Plaza Station		Lump Sum		9
			Chancellor Station		Lump Sum		10
			Markham Station		Lump Sum		11
			Osborne Station		Lump Sum		12
			<b>Sub-Total (sum of lines 5 to 12)</b>				13
		Spare Canopy Sign Sets (Each Set: 2 screens, controller, housing, mounting/attachment hardware)	2			14	
		Spare Kiosk Sign Sets (Each Set: 1 screen, controller, housing, mounting/attachment hardware)	2			15	
		Spare Pylon Sign Sets (Each Set: 2 screens, controller, housing, mounting/attachment hardware)	2			16	
		<b>Sub-Total (sum of lines 14, 15, 16)</b>				17	
		Design			Lump Sum	18	
		Delivery, Installation, Testing			Lump Sum	19	
		Software			Lump Sum	20	
		Training & Documentation			Lump Sum	21	
		Warranty			Lump Sum	22	
	<b>Total for Priority 1 Work Package (sum of lines 4, 13, 17, 18, 19, 20, 21, 22)</b>				<b>23</b>		
	<b>Applicable MRST/PST</b>				<b>24</b>		
	<b>Total Bid Price: Priority 1 Work Package (sum of lines 23, 24)</b>				<b>25</b>		
<b>PRIORITY 2 Work Package</b>	Screens, Controllers, Housings and Mounts	Canopy	6			26	
		<b>Sub-Total (sum of line 26)</b>				27	
	Communications Equipment, Conduits, Cables	Harkness Station			Lump Sum	28	
		Fort Rouge Station			Lump Sum	29	
		Jubilee Station			Lump Sum	30	
		<b>Sub-Total (sum of lines 28, 29, 30)</b>				31	
		Design			Lump Sum	32	
		Delivery, Installation, Testing			Lump Sum	33	
		Warranty			Lump Sum	34	
		<b>Total for Priority 2 Work Package (sum of lines 27, 31, 32, 33, 34)</b>				<b>35</b>	
		<b>Applicable MRST/PST</b>				<b>36</b>	
	<b>Total Bid Price: Priority 2 Work Package (sum of lines 35, 36)</b>				<b>37</b>		
<b>PRIORITY 3 Work Package</b>	Screens, Controllers, Housings and Mounts	Kiosk	6			38	
		Pylon	3			39	
		<b>Sub-Total (sum of lines 38, 39)</b>				40	
	Communications Equipment, Conduits, Cables	Harkness Station			Lump Sum	41	
		Fort Rouge Station			Lump Sum	42	
		Jubilee Station			Lump Sum	43	
		<b>Sub-Total (sum of lines 41, 42, 43)</b>				44	
		Design			Lump Sum	45	
		Delivery, Installation, Testing			Lump Sum	46	
		Warranty			Lump Sum	47	
		<b>Total for Priority 3 Work Package (sum of lines 40, 44, 45, 46, 47)</b>				<b>48</b>	
	<b>Applicable MRST/PST</b>				<b>49</b>		
	<b>Total Bid Price: Priority 3 Work Package (sum of lines 48, 49)</b>				<b>50</b>		
<b>PRIORITY 4 Work Package</b>	Screens, Controllers, Housings and Mounts	Sign Structure	6			51	
		Kiosk	2			52	
		<b>Sub-Total (sum of lines 51, 52)</b>				53	
	Communications Equipment, Conduits, Cables	Balmoral Station			Lump Sum	54	
		University of Manitoba Station			Lump Sum	55	
		<b>Sub-Total (sum of lines 54, 55)</b>				56	
		Design			Lump Sum	57	
		Delivery, Installation, Testing			Lump Sum	58	
		Warranty			Lump Sum	59	
		<b>Total for Priority 4 Work Package (sum of lines 53, 56, 57, 58, 59)</b>				<b>60</b>	
		<b>Applicable MRST/PST</b>				<b>61</b>	
	<b>Total Bid Price: Priority 4 Work Package (sum of lines 60, 61)</b>				<b>62</b>		
<b>Total</b>	<b>Total for All Work Packages (sum of lines 23, 35, 48, 60)</b>					<b>63</b>	
	<b>Total Applicable MRST/PST (sum of lines 24, 36, 49, 61)</b>					<b>64</b>	
	<b>Total Bid Price (sum of lines 63, 64)</b>					<b>65</b>	

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.

E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at: <http://www.winnipeg.ca/matmgmt/Spec/Default.stm>.

E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E1.2.3 Further to C2.4(d), Specifications included in the Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.

E1.3 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
Appendix 1	Winnipeg Transit - BUSwatch Signs – Functional Requirements

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
Attachment 1	Winnipeg Southwest Transitway Schematic Map