



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 603-2021

PROVISION OF UPS MAINTENANCE AND EMERGENCY SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF UPS MAINTENANCE AND EMERGENCY SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 27, 2021.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Proponent shall attend a Site meeting at 245 Smith Street on one of the following dates:

- (a) September 8, 2021 at 10:00 am, or
- (b) September 16, 2021 at 12:00 noon

Attendance is mandatory, and the Proposal of any Proponent not having attended will be rejected on the basis that it is non-responsive.

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

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

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

B3.5 The Proponent is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all 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.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

- B4.3 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 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX 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 10 of Form A: Bid/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 D5.

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 Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the 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 B23.
- 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: Bid/Proposal; and
 - (b) Form B: Prices.

- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Key Personnel (Section C) in accordance with B11;
 - (b) Proponent's Maintenance / Service Capabilities (Section D), in accordance with B11.1;
 - (c) UPS Inspection / Maintenance Program (Section E) in accordance with B12.1; and
 - (d) Battery Inspection / Replacement Program (Section F) in accordance with B13.1.
- 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 Proposal format, including 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 proposed solution.
- B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/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;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered 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 the lump sum price in Canadian funds for the Work on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3, the price on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. EXPERIENCE OF PROPONENT AND KEY PERSONNEL (SECTION C)

B11.1 Proposals should include information on the experience of the Proponent Company:

- (a) General firm profile information, including years in business, average volume of work and number of employees.
- (b) Details demonstrating the history and experience of the Proponent in providing UPS maintenance services on up to three (3) projects of similar complexity, scope and value.
- (c) For each project listed in B11.1(a), the Proponent should submit:
 - (i) description of the project;
 - (ii) a clear and comprehensive description of the UPS maintenance services provided;
 - (iii) the project's original estimated service and maintenance cost, and final service and maintenance cost;
 - (iv) the project's original schedule and final schedule;
 - (v) customer or project owner;
 - (vi) reference information with current name and telephone number.

B11.2 Proposals should include information on the experience of the Key Personnel assigned to perform the Work:

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

- (c) For each person identified in B11.2(a), identify at least one (1) project comparable in complexity in which the person listed did comparable work, and give their role in the project.
 - (i) If a project selected for a key person is included in B11.1(c), provide only the project name and the role of the key person; OR
 - (ii) If a project selected for a key person is not included in B11.1(c), provide the following:
 - (i) description of the project;
 - (ii) role of the person;
 - (iii) project Owner;
 - (iv) reference information with current name and telephone number.

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

B12.1 24x7x365 Service and Response: Proponent should confirm their ability meets the contract requirements, and state how they are able to provide the following 24 x 7 x 365 service and response times:

- (a) 1-Hour (One Hour) remote technical response by phone or computer;
- (b) 4-hour (Four Hour) on-site response of a trained service personnel capable of beginning resolution of the issue(s)

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

B13. UPS INSPECTION / MAINTENANCE PROGRAM (SECTION E)

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

B14. BATTERY INSPECTION / REPLACEMENT PROGRAM (SECTION F)

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

B15. DISCLOSURE

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

B15.2 The Persons are:

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

B16. CONFLICT OF INTEREST AND GOOD FAITH

B16.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B16.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel 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.

B16.3 In connection with its Proposal, each entity identified in B16.2 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 Contract Administrator; 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.

B16.4 Without limiting B16.3, 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.

B16.5 Without limiting B16.3, 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 or any of its Key Personnel;
- (b) require the removal or replacement of any Key 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 or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B16.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key 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.

B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B17. QUALIFICATION

B17.1 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.
- B17.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B17.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART F - Security Clearance.
- B17.4 Further to B17.3(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/>).
- B17.5 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.
- B17.6 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.

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B18.1 Proposals will not be opened publicly.
- B18.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B18.3 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).
- B18.3.1 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.
- B18.4 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.

B19. IRREVOCABLE OFFER

- B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid/Proposal.
- B19.2 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 formed and the contract security have been 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: Bid/Proposal.

B20. WITHDRAWAL OF OFFERS

- B20.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B21. INTERVIEWS

- B21.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B22. NEGOTIATIONS

- B22.1 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.
- B22.2 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.
- B22.3 If, in the course of negotiations pursuant to B22.2, 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.

B23. EVALUATION OF PROPOSALS

- B23.1 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 B17: | (pass/fail) |
| (c) | Total Bid Price; (Section B) | 40% |
| | (i) 1-Hour Remote Response | 5% |
| | (ii) 4-Hour On-Site Response | 5% |
| | (iii) Galaxy VS UPS | 10% |
| | (iv) UPS Inspection / Maintenance Program | 10% |
| | (v) Battery Inspection Program | 10% |
| (d) | Experience of Proponent and Key Personnel (Section C) | 20% |
| (e) | Proponent's Maintenance / Service Capabilities (Section D) | 30% |
| (f) | UPS Inspection / Maintenance Program (Section E) | 5% |
| (g) | Battery Inspection / Replacement Program (Section F) | 5% |
- B23.2 Further to B23.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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.
- B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is qualified.
- B23.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B23.5 Further to B23.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B23.6 Further to B23.1(d), Experience of Proponent and Key Personnel 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.
- B23.7 Further to B23.1(e), Proponent's Maintenance / Service Capabilities will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B12.
- B23.8 Further to B23.1(f), UPS Inspection / Maintenance Program will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B23.9 Further to B23.1(g), Battery Inspection / Replacement Program will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B23.10 Notwithstanding B23.1(d) to B23.1(g), where Proponents fail to provide a response to B8.2(a) to B8.2(d), the score of zero may be assigned to the incomplete part of the response.
- B23.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.
- B23.12 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B23.13 This Contract will be awarded as a whole.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 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 qualified, and the Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, 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.
- B24.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B24.4 The City may, at its discretion, award the Contract in phases.
- B24.5 Further to B24.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B24.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B24.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B24.7 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B24.8 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 the Combined Provision of Goods and Services (2020-01-31)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of all labour, material, equipment and related services and supervision for the maintenance of and emergency response to the UPS system at 245 Smith Street for the period from December 11, 2021 until December 10, 2022, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Proponent within one hundred and twenty (120) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on December 11 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The major components of the Work are as follows:

- (a) 24x7x365 1-Hour Remote Response: Response by trained service personnel by telephone or computer
- (b) 24x7x365 4-Hour On-Site Response: Response by trained service personnel, arriving at the site to begin resolution of the issue
- (c) Supply and install Galaxy VS UPS system. Disconnect, remove and dispose of existing battery backup system.
- (d) UPS Inspection / Maintenance Program: Contractor will design an inspection/maintenance program for the UPS system and components, and will conduct quarterly inspection/maintenance visits and additional service as required.
- (e) Battery Inspection / Replacement Program: Contractor will design a Battery inspection/replacement program and will conduct an annual inspection and replacement as required.
- (f) Reporting: Contractor will submit a written Summary Report after each site visit
- (g) Spare Tools and Materials: Contractor will replenish and maintain the existing supply of necessary tools and spare parts on site, to avoid un-necessary down time.

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

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2021.

D2.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be

made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations, and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) **"1-Hour (One Hour) Remote Response"** means a trained service person will respond to the City by telephone or computer within 1-Hour (One Hour) of the termination of the initial contact between the City and the Contractor;
- (b) **"4-Hour (Four Hour) On-Site Response"** means a trained service person will arrive at the site to begin resolution of the issue within 4-Hours (Four Hours) of the termination of the initial contact between the City and the Contractor;
- (c) **"24x7x365"** means twenty-four (24) hours per day, seven (7) days per week; 365 days per year;

- (d) **“Battery String”** means either combined-cell battery units (such as 12-V lead acid batteries) or individual chemical cells wired in series;
- (e) **“City”** means a representative of the City of Winnipeg authorized to make contact with the Contractor;
- (f) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (g) **“WPS”** means Winnipeg Police Service.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Kathy Roberts
Assessment and Project Coordinator
Telephone No. 204- 470-7380
Email Address.: kathyroberts@winnipeg.ca

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. NOTICES

D6.1 Notwithstanding C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.

D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

D8.1 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.

D8.2 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>

D8.3 Notwithstanding B17.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D10. SUBCONTRACTOR LIST

D10.1 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.

CONTROL OF WORK

D11. COMMENCEMENT

D11.1 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.

D11.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the Subcontractor list specified in D10; and

- (vi) the security clearances specified in PART F.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D12. DELIVERY

D12.1 Goods shall be supplied and installed on f.o.b. destination, freight prepaid, to
245 Smith Street
Winnipeg MB R3C 1K1

D12.2 The Contractor shall confirm delivery with the Contract Administrator or his/her designate, at least ten (10) Business Days before delivery.

D12.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

D12.4 The Contractor shall off-load goods as directed at the delivery location.

D13. COVID-19 SCHEDULE DELAYS

D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D13.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D13.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D13.5 The Work schedule, including the durations identified in D12 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D14. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D14.1 Further to B17.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B17.4.

D15. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D15.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D16. SAFETY

D16.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D16.2 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.

D16.3 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.

D17. SITE CLEANING

D17.1 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.

D17.1.1 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.

D17.1.2 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.

D18. INSPECTION

D18.1 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.

D18.2 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.

D19. DEFICIENCIES

- D19.1 Further to C11.7 the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D19.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.1(b), 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.
- D19.3 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.
- D19.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D19.2, 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.

D20. ORDERS

- D20.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D21. RECORDS

- D21.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D21.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.
- D21.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D22. INVOICES

- D22.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204 949-0864

Email Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D22.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D22.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D23. PAYMENT

D23.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D23.2 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D24. WARRANTY

D24.1 Further to C13, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

THIRD PARTY AGREEMENTS

D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D25.1 In the event that funding for the Work of the Contract 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.

D25.1 Further to D25.1, in the event that the obligations in D25 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D25.2 For the purposes of D25:

- (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.

D25.3 Modified Insurance Requirements

D25.3.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-

contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D25.3.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D25.3.3 The Contractor 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.

D25.3.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D25.3.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D25.4 Indemnification By Contractor

D25.4.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for the Combined Provision of Goods and Services, the Contractor 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 Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, 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.

D25.5 Records Retention and Audits

D25.5.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work 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.

D25.5.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for the Combined Provision of Goods and Services, the Contractor 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 D25.5.1 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.

D25.6 Other Obligations

- D25.6.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D25.6.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor 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.
- D25.6.3 The Contractor 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 Work.
- D25.6.4 The Contractor shall properly account for the Work 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.
- D25.6.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D25.6.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- 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/matmgt/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 Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 Materials, installation and all related work shall be in accordance with the current editions of the following specifications and standards:
- (a) National Building Code (NBC)
 - (b) Manitoba Building Code (MBC)
 - (c) National Fire Code (NFC)
 - (d) Canadian Electrical Code (CEC)
 - (e) Current edition of the Canadian Standards Association (CSA)
 - (f) Federal, Provincial and Municipal government laws, rules, ordinances and codes, where applicable.
 - (g) All requirements of the Authority Having Jurisdiction
 - (h) Manufacturer's recommendations
- E1.5 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. SERVICES

- E2.1 The Contractor shall provide maintenance and emergency services for all components of the UPS system in accordance with the requirements hereinafter specified.
- E2.2 Response and Services shall be provided at the rates specified in Form B: Prices.
- (a) Item No. 1 – 1-Hour Remote Response shall be the rate for a trained service person to respond by telephone or computer within one (1) hour of the termination of the City's request for contact. Availability to respond shall be 24 x 7 x 365.
 - (b) Item No. 2 – 4-Hour On-Site Response shall be the rate for a trained service person to arrive on site to begin resolution of the issue within four (4) hours of the termination of the City's request for contact. Availability to respond shall be 24 x 7 x 365.

- (c) Item No. 3 – Galaxy VS UPS shall be the rate to supply and install new UPS equipment, in accordance with E6.
- (d) Item No. 4 – UPS Inspection / Maintenance Program shall be the annual rate to perform work included in the agreed upon UPS Inspection / Maintenance Program at the Site, in accordance with E7.
- (e) Item No. 5 – Battery Inspection Program shall be the annual rate to perform Battery Inspection Program work at the Site, in accordance with E8.

E3. MATERIALS AND EQUIPMENT

- E3.1 The Contractor shall supply all material or components required to complete the Work and place the equipment in successful operation.
- E3.2 Products, materials and equipment incorporated in the Work shall be new, not damaged or defective, and of best quality (compatible with specifications) for purpose intended. If requested, furnish evidence as to type, source and quality of Products provided.
- E3.3 Equipment and material shall be CSA and/or CAN/ULC certified.
 - (a) Equipment, material and components which are not CSA approved shall be approved by the Authority Having Jurisdiction prior to installation. Contractor shall pay for all costs associated with obtaining the necessary approval.
- E3.4 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is a precaution against oversight or error. Contractor shall remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection and replacement.
- E3.5 Equipment shall come with all features which are normally considered to be standard on that equipment, unless specifically excluded in this document.
- E3.6 Contractor shall be responsible for all transportation, handling, protection and storage of materials and equipment.

E4. REPORTING

- E4.1 For each Site Visit, the Contractor shall promptly contact the Contract Administrator and provide an explanation of the situation, with an estimation of number of hours to complete the service/repair work.
- E4.2 Following each Site Visit, the Contractor shall submit a written Summary Report after each site visit documenting on-site activities, and potential and existing issues/problems.
- E4.3 Reports shall include at a minimum:
 - (a) Date and time service call was requested;
 - (b) Reason for visit;
 - (c) Name and contact information of the person requesting the service call;
 - (d) Date and time of site visit;
 - (e) Names of tradespeople attending the site;
 - (f) Activities performed;
 - (g) Status of equipment;
 - (h) List of parts and components required/used to perform the inspection/maintenance Work, and any associated material costs;
 - (i) Labour and travel costs related to the inspection/maintenance activities listed.

E5. SPARE TOOLS AND MATERIALS

- E5.1 The City of Winnipeg has purchased tools and spare parts necessary to have on site to avoid un-necessary down time for the UPS equipment.
- E5.2 The contractor will document his/her use of the materials on a site visit summary report. Replacement of used tools/materials will be done on an as required basis, by the contractor and will be billed separately.

E6. GALAXY VS UPS

- E6.1 Provide:
- (a) Galaxy VS UPS, model GVSUPS30KGS, 30 kW, 480V. Link to manufacturer's specifications: <https://www.se.com/ca/en/product/GVSUPS30KGS/galaxy-vs-ups-30kw-480v-for-external-batteries%2C-start-up-5x8/?range=65772-galaxy-vs&node=27602447535-galaxy-vs&selected-node-id=27602447535>
 - (b) Complete with
 - (i) Type 4 battery cabinet
 - (ii) Main bypass cabinet
 - (iii) 50kW 480V to 600V output transformer
 - (iv) 50kW 600V to 480V input auto transformer
 - (v) 2 spare batteries for this UPS. Install in the existing Spare Battery Rack and connect to the charging station
- E6.2 Work to include:
- (a) Disconnection, removal and disposal of existing battery backup system
 - (b) Training
 - (i) Contractor to provide a minimum of 4 hours of training for up to six (6) people. Training shall be provided on site, and shall include instruction in safety, maintenance and operation of the UPS system. 1 Year parts and labour warranty.
 - (ii) Instruction shall be provided by a trained service person, and training sessions must be arranged in advance with the Contract Administrator.
 - (iii) On completion of the training, Contractor shall forward a report to the Contract Administrator indicating the name(s) of the instructor(s), the date(s) of the training session(s), and the name(s) of the City personnel who attended the training.
 - (c) All labour, material, transportation and travel costs for a complete and functional system.
 - (d) Contractor shall arrange and pay for all necessary permits and inspections, and obtain all necessary approval of the installation and operation. On completion of Work, submit the Certificates of Acceptance from the Authority Having Jurisdiction to the Contract Administrator.

E7. UPS INSPECTION / MAINTENANCE PROGRAM

- E7.1 Contractor shall design an inspection/maintenance program for all UPS existing equipment and components, and also the new UPS referred to in E6, which shall include at a minimum:
- (a) Quarterly inspections/maintenance.
 - (b) Replacement schedule for A/C capacitors
 - (c) Replacement schedule for D/C capacitors
 - (d) Visual inspection, environmental inspection (includes but is not limited to room temperature, humidity, air flow, dust contamination), and cleaning of UPS as required.
 - (e) Mechanical and electrical inspection of all power and control wire termination points, tightening as required.

- (f) Function verification – provide and install any firmware updates and ensure operation is within design specifications. Verify inputs, outputs and bypass voltage are within design specifications.
- (g) Verify and check all circuit board revisions and update as required.
- (h) Verify transfer to “on battery operation” and transfer to and from “static bypass”. Testing to be coordinated with City of Winnipeg Building Maintenance and Electrical Maintenance shops.

E7.2 All labour, material costs, safe disposals, transport and travel costs associated with the inspection and/or maintenance visits shall be included.

E7.3 Contractor’s UPS Inspection/Maintenance Program shall be subject to Contract Administrator review and approval.

E8. BATTERY INSPECTION / REPLACEMENT PROGRAM

E8.1 **Battery Inspection Program:** Contractor will design an inspection program for all UPS batteries (existing and for the new UPS referred to in E6), which shall include at a minimum:

- (a) Bi-annual inspection.
- (b) Contractor shall replace batteries found to be faulty or unusable. Replacement batteries shall be taken from the existing Spare Battery Rack. Batteries shall only be replaced with those of the same age.
- (c) Contractor’s Battery Inspection Program shall be subject to Contract Administrator review and approval.

E8.2 **Battery Replacement Program:** Given the age of the existing batteries, the City does not expect to need to replace the entirety of batteries on any of the UPS systems in the next 5 year period. However, Contractor shall immediately advise the City of any conditions that may arise where replacement of any UPS batteries becomes recommended or required. In the event that UPS battery replacement is recommended or required:

- (a) Replacement of the batteries in any given UPS shall include provision of 2 additional batteries to be installed on the Spare Battery Rack.
- (b) All replacement batteries, including the spare batteries, to be the same age, capacity, voltage, amperage and physical size, weight and other design characteristics as specified by the Electrical Engineer of record.
- (c) Replacement batteries shall be installed on existing racks, and replacement of batteries will not result in any additional cost to the City of Winnipeg.
- (d) Spare batteries shall be installed on the existing Spare Battery Rack, and shall be connected to the charging station.
- (e) Contractor’s Battery Replacement Program shall be subject to Contract Administrator review and approval.

E8.3 All labour, material costs (including costs associated with battery supply), safe disposal, transport and travel costs associated with the inspection and/or replacement shall be included.

SAFETY

E9. HAZARDOUS MATERIALS

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

E10. GENERAL SAFETY

- E10.1 Contractor shall be solely responsible for securing the Site and Work Area, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- E10.2 Contractor shall be registered with the Workers Compensation Board of Manitoba and shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.
- E10.3 All Work performed shall meet Workplace Safety and Health Act standards. Contractor shall ensure that all workers follow safe working practices.
- E10.4 Contractor shall observe and enforce all construction safety measures required by the Manitoba Building Code, Worker's Compensation Board, Municipal Statutes and By-Laws, and all other laws, rules, regulations. In the event of a conflict between any provisions of the above authorities, the most restrictive provision shall apply.
- E10.5 Contractor shall comply with requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials, and regarding labeling and provision of Material Safety Data Sheets (MSDS) acceptable to Labour Canada.
- (a) Contractor shall provide the Contract Administrator with a copy of the Material Safety Data Sheets (MSDS's) for all products to be used in the performance of the Work at least two (2) Business Days prior to bringing such materials to the Site.
 - (i) In the event of an Emergency Response, if a product needs to be used where its MSDS has not yet been submitted to the Contract Administrator, that MSDS shall be available at the Site while the product is being used, and the MSDS shall be promptly submitted to the Contract Administrator.
 - (b) Contractor shall maintain a binder of all MSDS used at each Work Site. While Work is being performed, the binder(s) shall be kept at the Work Site and shall be accessible and available at all times.

E11. ELECTRICAL SAFETY

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

E12. EMPLOYEE BEHAVIOUR AND SUPERVISION

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

E13. WORK IN EXISTING FACILITY

- E13.1 The Contractor shall ensure that at all times when his/her employees or representatives are in the facility, that it is kept secure from entry by unauthorized persons.
- E13.2 Contractor shall restrict equipment, Work and workers to designated areas and established routes to and from Work areas.
- E13.3 Storage of construction materials, tools, equipment, etc. is at the discretion of Building Operations staff, as space and activities permit.
- E13.4 The Contractor shall take every precaution to ensure that materials, equipment and surfaces in the facility are not damaged as a result of the Contractor's operations.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 The City will conduct a Level Two Security Clearance Check, of any individual, owner(s), members of the Board of Directors and persons with controlling interest in the company proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F1.2 The Contractor shall provide the Contract Administrator with a list of individuals, owner(s), members of the Board of Directors and persons with controlling interest in the company proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
 - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:
- (a) A list of names (including maiden names), addresses, dates of birth, and telephone numbers and occupations of all immediate family members (including parents) and their spouses/common law. Include your spouse/common law boyfriends, girlfriends and their family members. This includes stepbrothers, stepsisters, half-brothers and half-sisters. This list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
 - (b) A list of names, dates of birth, addresses and telephone numbers and occupations of at least four (4) of your closest friends. This list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
 - (c) The name of the immediate supervisor title or position within their organization, and telephone number, mailing address and email address.
 - (d) A list of all past addresses and dates when resided.
 - (e) Identification - photocopies of two valid pieces of identification with at least one piece of photo identification:
 - (a) Photo Identification must be one of the following:
 - (i) Driver's License,
 - (ii) Passport,
 - (iii) Permanent Resident Card,
 - (iv) Aboriginal Status Card,
 - (v) Manitoba Public Insurance Identification Card.
 - (b) Second identification must be one of the following:
 - (i) Birth Certificate,
 - (ii) Social Insurance Card – (SIN confirmation letters effective April 2014),
 - (iii) Provincial Health Card,
 - (iv) Citizenship Card,
 - (v) Firearms License,
 - (vi) Immigration Papers,
 - (vii) National Defense Card,
 - (viii) Nexus Card,

- (ix) FAST CARD from Canada Border Services Agency.
 - (f) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck>. Form P-608 must be signed and dated.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid/Proposal.
- F1.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:
- (a) within five (5) Business Days of the Award of Contract; or
 - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- F1.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.