



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 395-2005

PROVISION OF INSPECTION & TESTING OF FIRE PROTECTION EQUIPMENT

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 PROVISION OF INSPECTION & TESTING OF FIRE PROTECTION EQUIPMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 03, 2005.

B2.2 Bid Submissions 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 GC.2.01, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision 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 Bid Opportunity will be provided by the Contract Administrator to all Bidders 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 Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

B7.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices.

B7.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.

B7.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder’s name and address.

B7.3.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder’s name and address, and an indication that the contents are part of the Bidder’s Bid Submission.

B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.5 Bid Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. QUALIFICATION

- B10.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
 - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
 - (c) be financially capable of carrying out the terms of the Contract;
 - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
 - (e) have successfully carried out work, similar in nature, scope and value to the Work;

- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

B10.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B11.1.1 Bidders or their representatives may attend.

B11.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B13.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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 Bid, or waive technical requirements if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B14.5 This Contract will be awarded as a whole.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B15.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of provision of inspection and testing of fire protection equipment for the period of January 1, 2006 to December 31, 2008.
- D2.2 The Work shall be done on an "as required" and scheduled basis during the term of the Contract.
- D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.2.2 Subject to GC.4.07, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- 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. Bidders are advised that monies have been approved for work up to and including December 31, 2005.
- 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. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;

- (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:

Brenda Dupuis Smith
Contracts Officer
185 King Street
Winnipeg, Manitoba
R3B 1J1

Telephone No. (204) 986-2492
Facsimile No. (204) 949-1178

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

D5. NOTICES

- D5.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D5.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

- D5.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

- D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

- D5.5 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 address or facsimile number:

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

Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. WORKERS COMPENSATION

D7.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

D8.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D9. SECURITY CLEARANCE

D9.1 The City will conduct a Security Clearance Check, including but not limited to, banking and medical information, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.

D9.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:

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

D9.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:

(Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;

- (ii) evidence of the workers compensation coverage specified in D7;
 - (iii) evidence of the insurance specified in D8; and
 - (iv) the security clearances specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. ORDERS

D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D12. RECORDS

D12.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) User name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D13. INVOICES

D13.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for the Work performed pursuant to each order.

D13.2 Further to D5.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

D13.2.1 Table A of these Supplemental Conditions, listing current invoicing addresses, is provided for the convenience of the Contractor only. The City reserves the right to revise locations as required by changes in its operations during the term of the Contract.

D13.3 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of services provided;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14. PAYMENT

- D14.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D15. WARRANTY

- D15.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall ninety (90) days thereafter unless extended pursuant to D15.2, in which case it shall expire when provided for thereunder.
- D15.2 Further to GC.10.01, 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.
- D15.3 Notwithstanding GC.10.01, GC.10.02 and D15.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

TABLE A – INVOICING ADDRESSES

Site Co-ordinators:

Recreation Facilities:

Mr. Jack Halstead
Instrument Technician
Public Works Department
Building Services Division
Building Maintenance Branch
100 Main Street
Winnipeg MB R3C 1A4
Ph: 986-5383

St. Boniface Museum

Mr. Phillip Mailhot or designate
Museum Curator
494 Tache Avenue
Winnipeg MB R2H 2B2
Ph: 237-4500

Transit Garages:

Mr. Dave Ruchkall
Maintenance Engineer
Transit Department
Fort Rouge Transit Garage
421 Osborne Street
Winnipeg, Manitoba R3L 2A2
Ph: 986-5773

Public Works - Building Services Division

Arenas

John Atkinson
Superintendent of Arenas and Pools
Public Works Department
Building Services Division
100 Main Street
Winnipeg MB R3C 1A4
Ph: 986-7292

Pools

Dennis Glowasky
Supervisor of Building Operation Services
Public Works Department
100 Main Street
Winnipeg MB R3C 1A4
Ph: 986-7271
Mobile: 794-4402

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. SERVICES

E2.1 The Contractor shall provide inspection and testing of fire protection equipment services in accordance with the requirements hereinafter specified.

E2.2 The Contractor shall be responsible for the complete inspection & testing of fire protection equipment in accordance with the requirements hereinafter specified:

(a) Inspection and testing shall be conducted in accordance with the 1998 Manitoba Fire Code including amendments thereto and applicable referenced standards;

(b) Should a new edition be published before close of this quotation or the expiry of the Contract, then it shall be the new edition to which the work shall be performed.

E2.3 The Contractor shall be qualified to carry out the inspection and testing of the Fire Protection Equipment as it is specified in the Manitoba Fire Code.

E2.4 The Contractor shall supply all labour, materials, tools, equipment, ladders and supervision necessary to perform the work, except as otherwise stipulated hereinafter.

E2.5 The Contractor shall use their own radio or cellular telephones necessary for on site communication.

E2.6 The Contractor shall supply all inspection/testing forms for each site.

E2.7 The Contractor may perform all work during the normal workday provided the bell circuits are disabled. The Contractor shall coordinate with the Site Co-ordinator a time to test the bell circuits outside of normal working hours.

E2.8 The Site Co-ordinator for the Transit Department may assign one or two Transit journeymen electricians to work with the Contractor for the purpose of training Transit staff and/or performing simple on the spot repairs when doing work at any of the Transit Garages - Fort Rouge and Carruthers Garage.

E2.9 If the City does not provide labour (journeymen) as per E2.8, at the time of inspection, the Contractor shall advise the site Co-ordinator of any minor repairs or parts that are required. Upon receiving approval of the site Co-ordinator the Contractor shall repair or replace minor parts.

E2.10 The Inspection & Testing cost shall include the cost of labour for installing minor parts and should include the cost of minor parts. The City defines minor parts as bells, pull stations, sprinkler heads, valves, pull switches, fixed temperature and rate of rise detectors and glass rods.

E2.11 The Inspection and Testing of all Emergency Lighting Systems (including written report) shall be included in the inspection price.

E2.12 Major repair/maintenance parts not normally incidental to inspection and testing may be contracted to the City (if authorized by the Site Co-ordinator) at the price stipulated in the inspection report.

- E2.13 All parts supplied by the Contractor shall be new or fully reconditioned unless otherwise specifically authorized. Reconditioned parts are defined as those parts which have been returned to the "original manufacturer" for quality assurance testing and approval for reissue. Salvaged parts from other buildings not approved for reissue by the "OEM" are not acceptable.
- E2.14 The Contractor shall schedule all inspections with the Site Co-ordinator **prior** to inspection.
- (a) A complete listing of estimated completion dates and times of intended inspections must be submitted to the site coordinator fifteen (15) working days prior to testing.
- E2.15 The Contractor shall complete inspection and testing reports, as per the appropriate standard, for each location and send the completed, dated, and signed forms to the Site Co-ordinator for that location.
- E2.16 Inspection reports shall be given to the Site Co-ordinator for review and approval prior to payment. Each report shall have a section for identifying items requiring maintenance as determined by the Contractor's inspection and testing. Should the Site Co-ordinator find the inspection not to code(s) or per this Contract, the Contractor, at his expense, shall correct all discrepancies within forty-eight hour's.
- E2.17 It is the Contractors responsibility to test all devices, for a fire alarm system in accordance with CAN/ULCF-S536-M97.
- (a) Under no circumstances shall the Contractor leave replacement devices with City personnel due to the location of the device being inaccessible.
- E2.18 Inspection and test reports for fire alarm systems must be in accordance with Appendix A and Appendix B of CAN/ULCF-S536-M97 and amendment thereto.
- E2.19 Inspection and test reports for sprinkler systems must be acceptable in format and content to the City of Winnipeg, Fire Prevention Branch and must indicate all inspection and testing requirements as per the Manitoba Fire Code.

E3. DETAILED SPECIFICATIONS

- E3.1 Required hereunder will be the inspection & testing of Automatic Building Sprinkler Systems (Wet & Dry) as required by **The 1998 Manitoba Fire Code** and completed inspection reports.
- E3.2 Any repairs found to be necessary will be required to be performed as an extra charge after receiving written approval (complete with cost detail) from the designated department representative.
- E3.3 Contractor shall complete all work within this Contract in accordance with **The 1998 Manitoba Fire Code**.
- E3.4 Work at each location shall commence within five (5) working days after the request of the site co-ordinator is received by the Contractor.
- E3.5 Contractor shall supply all necessary equipment to perform the inspections such as ladders, scaffolding, tools etc.
- E3.6 Qualification of the Contractor shall be based on the sole determination of the City of Winnipeg, Fire Prevention Branch. Qualification is not limited to manufacturers and single sourced agents.
- E3.7 Department Contact: Philippe Mailhot 237-4500**

Invoice to:

St. Boniface Museum
494 Tache Avenue
Winnipeg, Manitoba, R2H 2B2
Attention: Philippe Mailhot

- (a) Inspect and Test One (1) Wet Pipe Automatic Sprinkler System, 4" Grinnell Model A plus antifreeze system at the St Boniface Museum, 494 Tache Avenue.

E3.8 Department Contact: Jack Halstead 986-5383:

Invoice and Report to:
Public Works Department
Building Services Division, Tech Shop
Basement, 510 Main Street
Winnipeg, Manitoba R3C 1B9
Attention: Jack Halstead

All Emergency Lighting Reports to:
Public Works Department
Building Maintenance Services
752 McGee
Winnipeg, MB, R3E 1X1
Attn: Ernie Kulczycki

- (a) Spring Inspection, Turn on and test (2) Automatic Sprinkler Systems, 4" Grinnell Model F2001 (Wet) & 2" Grinnell Model A2 Pre Action System at Rainbow Stage in May of every Contract year. Fall drain down and take out of service in October 2001. To be completed on same dates annually thereafter until expiry of Contract.
- (i) Note: Work to be completed includes all pipes to be taken apart and left open during winter. All valves, check valves, gauges, etc. shall be removed for winter and then restored in the spring. Underground to be shut closed in the fall at the outside road box. The underground flange inside the building shall be removed and then the underground shall be pumped out to prevent freezing in the winter.
- (b) Inspect and Test one (1) Wet & (1) dry Pipe Automatic Sprinkler Systems, 8" Hodgeman Model B Alarm Valve, 6" Grinnell Model F3021 with F311 accelerator including annual trip test and drain down of low points at 1539 Waverly Street. To be completed on same dates annually thereafter until expiry of Contract.
- (c) Inspect and Test one (1) Wet Pipe Automatic Sprinkler System, 4" Rasco Model E Alarm Valve, at Winnipeg Concourse, Portage and Main. To be completed on same dates annually thereafter until expiry of Contract.
- (d) Inspect and Test one Wet Pipe Automatic Sprinkler System, 16" Astra Model "B" Alarm Valve. One standpipe fed by Fire Pump. Inspect and Test Fire Pump and cusco controller. Inspect and Test DCVA backflow check valves at 457 Main Street. To be completed on same dates annually thereafter. until expiry of Contract.
- (e) Inspect and Test four (4) Dry Pipe Automatic Sprinkler Systems, three 4" Grinnell Model F300, & one 4" Grinnell Model E2 c/w four Grinnell Accelerators Model A6 & 47 including annual trip test and drain down of low points at Centennial Library, 251 Donald Street. To be completed on same dates annually thereafter until expiry of Contract.
- (f) Inspect and Test nine (9) Dry Pipe Automatic Sprinkler Systems, 4" Grinnell Model F300 c/w 36 low points including annual trip test & drain down of low points at the Winnipeg Square Parking Facility, 299 Fort Street. To be completed on same dates annually thereafter until expiry of Contract.
- (g) Inspect and Test one (1) Standpipe System and one fire pump, ITT fluid products 500 US/GPM centrifugal fire pump at the Public Works Building, 1155 Pacific Avenue. To be completed on same dates annually thereafter until expiry of Contract.
- (h) Inspect and Test 4" Style 714 Victaulic Sprinkler system c/w Fire Pump Model 6X4LA-F 54213 Serial #8806410 and controller. Inspect and Test Backflow BEEC 6" Serial # F821730 at 185 King Street. To be completed on same dates annually thereafter until expiry of Contract.

- (i) Inspect and Test 1 6" Dry Sprinkler System Valve. Model #F3021 at 56 Maple. To be completed on same dates annually thereafter until expiry of Contract.
- (j) Inspect and Test one (1) Dry Pipe Automatic Sprinkler System, 4" Reliable Model "D" including annual trip test and drain down of low points at 999 Henry Avenue. To be completed on same dates annually thereafter until expiry of Contract.
- (k) Inspect and Test one (1) Dry Pipe Automatic Sprinkler System, 6" Reliable Model "D" including annual trip test and drain down of low points at 1029 Henry Avenue. To be completed on same dates annually thereafter until expiry of Contract.
- (l) Inspect and Test one (1) Automatic Sprinkler System and one propylene glycol loop, 6" Grinnell Model "A" alarm valve including annual test of the anti-freeze at 625 Osborne Street. To be completed on same dates annually thereafter until expiry of Contract.
- (m) Inspect and Test one (1) Wet Sprinkler System. Dust Collection Room Sub Basement at 510 Main Street. To be completed on same dates annually thereafter until expiry of Contract.
- (n) Inspect and Test one (1) Wet Sprinkler System, 8" Reliable Model "B" Valve, Serial # 8B10087 at 850 Empress Street, Police Stores. To be completed on same dates annually thereafter until expiry of the Contract.
- (o) Inspect and Test one (1) Wet Sprinkler System, 3" Rosco, Serial # 12461 at 280 William Avenue, Police Personnel. To be completed on same dates annually thereafter until expiry of the Contract.
- (p) Dry standpipe test in 2005 at 171 Princess Street, The Parcade. This is required to be tested once every five (5) years.
- (q) Dry standpipe test in 2005 at 510 Main Street. This is required to be tested once every five (5) years.
- (r) Testing must commence by September 1st for all contracted years and completed inspection reports must be received by the department contact no later than November 30th for the contracted years.
- (s) Keys for buildings being inspected shall be picked up at the Central Control Office and returned to the Central Control Office on the same day of inspection by the technician doing the inspection.
- (t) The Contractor must co-ordinate with the elevator company for access to the smoke detectors in the elevator shafts. The inspection of these units is the responsibility of the Contractor.

E3.9 Department Contact: Dave Ruchkall 986-5773

Invoice to:

Transit Garages
421 Osborne Street
Winnipeg, Manitoba R3L 2A2
Attention: Dave Ruchkall

- (a) Inspect and Test seventeen (17) Automatic Sprinkler Systems and Polypylene Glycol Loops, nine (9) 6" Grinnell Model "A" alarm valves, three (3) 8" Grinnell Model "A" alarm valves, two (2) 6" Reliable Model "E" alarm valves, two (2) 6" and one (1) 8" Notifier water flow switches including annual test of the system at 421 Osborne Street (Fort Rouge Transit Garage). To be completed on same dates annually thereafter until expiry of Contract.
- (b) Inspect and Test four (4) Automatic Sprinkler Systems, two (2) 6" Viking alarm valves and two (2) 6" automatic alarm valves at 1520 Main Street (Carruthers Transit Garage). To be completed on same dates annually thereafter until expiry of Contract.

(c) The Water Supply Systems for items 1.7.18 and 1.7.19 are three (3) McAvity Hydrants.

E3.10 Department Contact: Dennis Glowasky 986-4157

Invoice to:

Public Work Department
 Building services Division
 100 Main St
 Winnipeg, Manitoba, R3C 1A4
 Attention: Dennis Glowasky

- (a) Inspect and Test one (1) Wet Pipe Automatic Sprinkler System, and one (1) 4" Reliable alarm valve at the Elmwood Kildonans Pool, 909 Concordia Avenue.
- (b) Inspect and Test one (1) Wet Pipe Automatic Sprinkler System, and one (1) 4" Reliable alarm valve at the Seven Oaks Pool, 444 Adsum Drive.
- (c) Inspect and Test One (1) Wet Pipe Automatic Sprinkler System, and one 4" Gem Model F2001 alarm valve at the Pan Am pool, 25 Poseidon Bay.

E4. REPAIRS

E4.1 Major repairs/maintenance are not incidental to this Contract, however, the Contractor may perform major repairs/maintenance on an "as-required" basis only if specifically authorized by the Site Co-ordinator. Authorization for a predetermined dollar amount may be negotiated with the Contractor in order to allow for continuity of the Work or the Site Co-ordinator may assign journeymen.

E4.2 The Contractor shall provide a telephone number at which he may be contacted twenty-four hours each day, seven days every week. If the telephone number provided is an answering service or answering machine, the Contractor shall return calls within one (1) hour of a message from the City. Upon contact, the Contractor shall respond at the site within one (1) hour except as otherwise allowed at the time of call-out.

E4.3 The City reserves the right to call for competitive bids for repairs/maintenance/parts deemed to warrant such.

E4.4 The bidder shall identify on Form B: Prices, an hourly labour rate for significant work, which is beyond the normal testing and inspection of systems. (IE: major repairs, expansion to an existing system).

E5. LOCATIONS WITH ELEVATORS

E5.1 Inspection & Testing of Fire Alarms for Civic Buildings:

Item No.	Description	Address	Model No.	Elevator
23.	Archives & Records	380 William	Mircom FA-204E	Yes
24.	Police Personnel	280 William	Edwards 2CCQCEGI	No
25.	Civic Building	1760 Main	Edwards 1527	No
26.	Museum	140 Meade	Edwards 1527	No
27.	Fire Hall Museum	56 Maple	Mircom 1008K	No
28.	Ft Garry Library	1360 Pembina	Edwards 2280	No
29.	Museum	212 Dumoulin	Edwards 2280	No
30.	St. Boniface City Hall	219 Provencher	Edwards 2280	Yes
31.	Water & Waste	1539 Waverley	Mircom 1008K	No
32.	Administration & Council Buildings	510 Main Street	Edwards 6500	Yes

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33.	Police Service	55 Princess Street	Edwards 6500	Yes
34.	Streets & Transportation	100 Main Street	Edwards 6500	Yes
35.	Winnipeg Square Car Park	299 Fort	Mircom 1008K	Yes
36.	Civic Building	2000 Portage	Edwards 6616	No
37.	Library	1168 Dakota	Edwards 6616	No
38.	Parks & Recreation	700 Assiniboine Avenue	Edwards 6616	No
39.	Police Academy	130 Allard	Edwards 6616	No
40.	Police Service	1350 Pembina Hwy.	Edwards 6616	No
41.	Police Service	262 Hartford	Edwards 6616	No
42.	Police Service	210 Lyle	Edwards 6616	No
43.	Civic Office	300 Assiniboine	Simplex 4001	Yes
44.	St. Vital Library	6 Fermor	Mirtone 70705	No
45.	Public Works	1155 Pacific Avenue	Mirtone 790	Yes
46.	Environmental Health	33 Warnock	Simplex 4004	No
47.	Water & Waste	2546 McPhillips	Simplex 4001	No
48.	Community Health Centre	601 Aikins	Simplex 4004	No
49.	Community Health Centre	385 River Avenue	No panel 110V	No
50.	Health Family Services	233 Provencher	No panel 110V	No
51.	Windsor Park Library	955 Cottonwood	Secutron 2608	No
52.	Charleswood Library	5014 Roblin	No panel 110V	No
53.	West Kildonan Library	365 Jefferson	No panel 110V	No
54.	Transcona Library	111 Victoria Avenue	Notifier 500	Yes
55.	Police Service	730 Pandora	No Panel 110 Volt	No
56.	Police Service	5006 Roblin	No Panel 110 Volt	No
57.	Social Services	120 Eugiene	No Panel 110 Volt	No
58.	St. Boniface Public Safety	227 Provencher	No Panel 110 Volt	No
59.	St. Vital Community Office	604 St. Marys Rd	No Panel 110 Volt	No
60.	Transcona Museum	141 Regent	Notifier 500	No
61.	Animal Services	1057 Logan	Notifer 500	No
62.	Insect Control	3 Grey	Simplex 4001	No
63.	Millennium Library	251 Donald	Simplex 4208	Yes
64.	St. James Library	1910 Portage Ave	Simplex 4004	Yes
65.	Winnipeg Concourse	365 Main	Simplex 4001	No
66.	North West Library	765 Keewatin	Mirtone MIR 2Z3	No
67.	River Heights Library	1520 Corydon Ave.	Mirtcom FA-I025A	No
68.	Library	500 Salter	Notifier CFP2410B	No
69.	Library	66 Allard	Edwards 6601	No
70.	West End Library	823 Ellice Ave	Modul-R MR 2608	Yes
71.	Tunnel 555 Main & 171 Princess	510 Main St. (Control Off)	PYR-A-LARM CTZ-1	No
72.	Confederation Bldg	457 Main St.	CHUBB 3000	Yes
73.	Mandarin Building	185 King St.	Micom Ser. 100	Yes
74.	Ambulance Station	524 Osborne St.	Simplex 4004	No
75.	Fort Rouge Leisure Centre	625 Osborne St.	FireLite Sensiscan 200	No
76.	Rainbow Stage Inc.	2021 Main St.	Edwards 2280	No
77.	Public Works	1220 Pacific Avenue	Simplex 4002	No

E5.2 Inspection and Testing of Fire Alarms Systems for Public Works:

Item No.	Description	Address	Model No.	Elevator
78.	Charles A. Barbour Arena (previously Grant Park)	500 Nathaniel	No System	No
79.	Century Arena	1377 Clarence Ave	Simplex 4004	No
80.	Eric Coy Arena	535 Oakdale Dr.	Mircom FA-101A	No
81.	St. James Civic Centre	2055 Ness Ave.	Firelite MS-2410BC	No
82.	Action House	377 Dufferin Ave.	Mircom FA-204E	No
83.	Freight House	200 Isabel St.	Mirtone 79021	No
84.	Harbour View Recreation Centre	1867 Springfield Road	Notifier SFP-400	No
85.	Elmwood Winter Club	75 Brazier St.	Chubb 3000	No
86.	East End Cultural Centre	575 Larsen Ave.	Simplex 2001	No
87.	Peguis Pavillion Kildonan Park	2021 Main St.	No Panel 110 Volt	No
88.	Turtle Island Recreation Centre	510 King St.	Mircom FA 204E	No
89.	Elmwood East Kildonan Senior Center	180 Poplar Ave.	Edwards 1527	No
90.	Assiniboine Park Gift Shop	2355 Corydon Ave	Edwards 6604	No
91.	Leo Mol Sculpture	2355 Corydon Ave	Edwards 6604	No
92.	Assiniboine Park Conservatory	2355 Corydon Ave	Mircom FA-204E	No
93.	Kinsmen Discovery Centre – Zoo	2355 Corydon Ave	Edwards 6616	No
94.	Blumberg Golf Course Clubhouse	4540 Portage Ave	Simplex 4346-1	No
95.	Sam Southern Arena (part of Fort Rouge Leisure Centre)	625 Osborne St. S	Edwards 2280	No
96.	St. Boniface Museum	494 Tache Ave	Edwards 6500	Yes
97.	Public Works Shops	752 McGee Ave	Simplex 4005	Yes
98.	Magnus Eliason Rec. Centre	430 Langside St.	Simplex 4002	Yes
99.	Vimy Arena	255 Hamilton Ave.	Simplex 4001	No
100.	Old Exhibition Arena	80 Sinclair Ave.	Mircom FA-101A	No
101.	Pioneer Arena	799 Logan Ave	Simplex 4001	No
102.	Bertrand Arena	294 Bertrand St	Mirtone 7600	No
103.	Terry Sawchuk Arena	901 Kimberly Ave	Chubb 930-1300	No
104.	Roland Michener Arena	1121 Wabasha St.	Firelite CMP 2401B	
105.	Sherbrooke Pool	381 Sherbrook Ave	Edwards EST-2	No
106.	Sargent Park Pool	999 Sargent Ave	Mircom FA-100	No
107.	Transcona Kinsmen Pool	1101 Wabasha St	Firelite CMP 2401B	
108.	Elmwood Kildonan Pool	909 Concordia Ave	Edwards 6500	No
109.	Pan Am Pool	25 Poseidon	Notifier 500	Yes
110.	Bonivital Pool	1215 Archibald St	Simplex 4208	No
111.	Margaret Grant Pool	685 Dalhousie	Firelite CMP 2402B	No
112.	Eldon Ross Pool	1887 Pacific Ave	Simplex 2001	No
113.	Seven Oaks Pool	444 Adsum Dr.	Edwards Custom 6500	No
114.	North Wpg Centennial Pool	90 Sinclair Ave	Pyrene 400	No

115.	St. James Centennial Pool	644 Parkdale St.	Simplex 4208	No
116.	Billy Mosienko Arena	709 Keewatin	Edwards 1526	No
117.	River East Arena	1410 Rothesay St	Chubb 930-1300	No
118.	Maginot Arena	910 Maginot St.	Edwards 6616	No
119.	Library	20 Westgate St.	Secutron MR 2608	No
120.	Public Work Stores	1277 Pacific	Not available	No

E5.3 Inspection and Testing of Fire Alarm Systems for Transit Garages:

Item No.	Description	Address	Model No.	Elevator
121.	Fort Rouge Garage	421 Osborne St	Honeywell FS-90	Yes
122.	Carruthers Garage	1520 Main St.	Not available	No